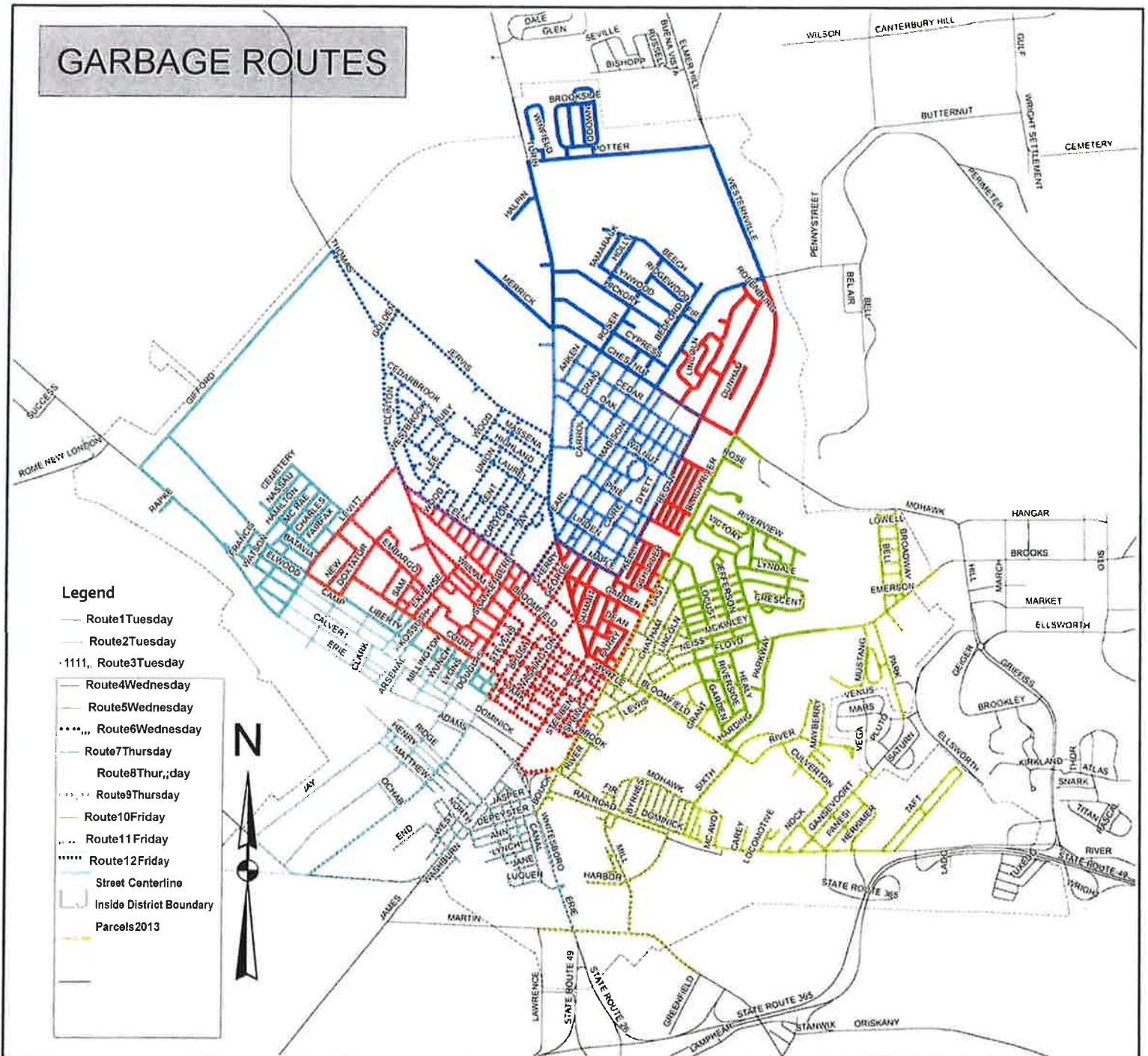


# REQUEST FOR BIDS

## RFB 2024-010 SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION IN THE CITY OF ROME, NEW YORK

**BIDS DUE: Monday, December 2, 2024**



**ADVERTISEMENT TO BID**

Sealed proposals, subject to the conditions contained herein, will be received by the City Clerk, City of Rome, 1<sup>st</sup> floor City Hall until 11:00 am on December 2, 2024 for:

**RFB-2024-010  
SOLID WASTE AND RECYCLEABLE MATERIAL COLLECTION**

Proposals will be publicly opened and read aloud at 11:00 AM, local time, the same day December 2, 2024 in the Council Chambers, 2<sup>nd</sup> Floor, City Hall, Rome, New York

Bids will be advertised electronically at: [www.romenewyork.com](http://www.romenewyork.com) under the Treasurer and Purchasing tab. As well as [BidNet.com](http://BidNet.com). The plans are available for download (Adobe PDF) at the City's website on the purchasing tab at no charge.

All interested parties must be recorded on the official **BIDDERS OF RECORD** list. This list will be maintained by the Department of Public Works. To be placed on the **BIDDERS OF RECORD** list you must contact the Department of Public Works at 315-339-7635 or Joseph Guiliano at 315-339-7627. You can also obtain membership to the **BIDDERS OF RECORD** list by request via email at [jguiliano@romecitygov.com](mailto:jguiliano@romecitygov.com). **Bids will only be received by vendors that have requested to be added to the BIDDERS OF RECORD list.**

All proposals shall be made on the forms furnished and shall be enclosed in a sealed envelope marked to the attention of the City Clerk as follows:

**ROME CITY CLERK  
RFB-2024-010  
SOLID WASTE AND RECYCLEABLE MATERIAL COLLECTION**

Any inquiries regarding details on specifications must be in writing to the Commissioner of Public Works at [jguiliano@romecitygov.com](mailto:jguiliano@romecitygov.com) by 12:00pm on November 25, 2024. Questions after this date will not be answered.

Date: November 19, 2024

Eric Seelig , City Clerk

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INSIDE DISTRICT GARBAGE USERS BY CLASSIFICATIONS  
 ASSESSOR'S MANUAL PROP. CLASSIFICATION CODES 2014  
 REFUSE DISTRICT CUSTOMER USE  
 CODE 280, 400, AND 600 UNIT COUNTS

APPENDIX B:

GARBAGE AND RECYCLABLES TONNAGE INFORMATION FOR YEARS 2019-2023

APPENDIX C:

NYS PREVAILING WAGE RATE SCHEDULE  
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APPENDIX D- COLLECTION ROUTE MAPS

APPENDIX E - COMMERCIAL ACCOUNTS COLLECTED TWICE PER WEEK

## **BIDDER'S CHECKLIST**

All of the following shall be included to qualify for a successful proposal.

### **BID FORM SECTIONS**

\_\_\_\_\_ Section I Proposal and Bid Form, Non CoI lusive Affidavit (Pages B-1 through B-5)

\_\_\_\_\_ Section II - Equipment List (Page B-6)

\_\_\_\_\_ Section III - Insurance Agreement (Page B-7)

\_\_\_\_\_ Section IV - Organization and Experience (Pages B-8 & B-9)

\_\_\_\_\_ Section V - Performance Bond (Page B-10)

### **BID BOND**

A certified cashier, banker, treasurer check or bid bond in the amount of \$10,000 (Ten thousand dollars).

## **INSTRUCTIONS TO BIDDERS**

### **I-1 TIME AND PLACE**

Sealed proposals for the **RFB 2024-010 Solid Waste and Recyclable Material Collection** within the Inside District of The City of Rome shall be received by the City of Rome Clerk's office 1<sup>st</sup> floor Rome City Hall 198 North Washington Street, Rome, New York 13440 until 11:00 a.m. December 2, 2024 and then publicly opened and read.

### **I-2 PROPOSALS AND SPECIFICATIONS**

Plans, specifications, proposal forms and other contract documents may be reviewed on the Rome New York website [www.romenewyork.com](http://www.romenewyork.com) see purchasing tab.

Plans and specifications are explanatory in nature, but should any discrepancy appear, or misunderstandings arise, the explanation of the City of Rome (the "City") shall be final and binding during the bid period. Any change, addition, or modification to the specifications and plans shall be made by written addendum only, and the City of Rome shall not be bound by verbal interpretation.

### **I-3 COLLECTION AND HAUL**

The successful bidder shall agree, by contract to be executed with the City, to collect at curbside on City streets in the City of Rome the garbage, recyclables, tires, and similar bulk items, and other solid waste set out for collection. Collection of all items will be from qualified properties within collection routes. All collection activities in each collection route will be performed during the same day. Recyclables shall be hauled to Oneida Herkimer Solid Waste Authority's facility in Utica. All other material collected will be hauled to the Oneida Herkimer Solid Waste Authority's Western transfer station located on River Road in the City of Rome.

### **I-4 DISPOSAL**

**This bid request is for collection and hauling only.**

## **INSTRUCTIONS TO BIDDERS**

### **1-5 AWARD OF BID**

**The City of Rome Board of Estimate and Contract reserves the right to reject any bids that are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids, and any and all bids not deemed for the best interest of those to be provided service under this bid.**

**Award shall be made to the responsible bidder resulting in the lowest net 3-year cost for City-wide collection of garbage, recyclables, tires, and similar bulk items, and other solid waste.**

**Prior to award, the City will canvass the bids. In case of error or conflict between words and figures, words shall take precedence. In case of an erasure, change or correction of a figure, the bid may be rejected, this canvass will take into consideration evidence of the bidder's experience, operations (including equipment inventory) and financial ability which will enable them to provide the services required by this contract. Final award may be contingent upon City's inspection of bidder's equipment. Where new equipment is to be purchased by the bidder, a "Commitment to Order" letter from bidder shall be provided to the City. Failure to submit any section of the bid documents, as outlined in the Bidder's Checklist may be deemed sufficient cause for rejection of bid.**

### **1-6 FAMILIARITY WITH PROPOSED WORK**

All bidders for this contract are required before submitting bids to make all the necessary investigations. This task should be done in order to inform themselves thoroughly as to the character and magnitude of all work involved for the complete execution of this contract and the work specified herein. No plea of ignorance, or conditions that exist, or that may hereafter exist, failure to make necessary examinations and investigations, will be accepted as sufficient cause for any failure or omission on the part of the successful bidder to fulfill this contract, or will be accepted as a basis for any claims whatsoever for extra compensation or have difficulties that may be encountered in the execution of the work hereunder as a result of.

### **1-7 BID BOND**

Bidder shall submit with their bid a certified, cashier's, treasurer or bank check made payable to the City of Rome, or a bid bond issued by an insurance company licensed in the State of New York, in the amount of \$10,000 (Ten thousand) dollars.

Any proposal, which is not accompanied by a bid security in the forms prescribed above, shall be rejected.

The check or bid bond shall assure the City of the bidder's adherence to his proposal,

the furnishing of insurance, performance and payment bonds, and of executing a contract with the City of Rome.

Within thirty (30) days after the execution of the contract by the City and acceptance of the successful bidder's bonds and certificates of insurance, the successful bidder's bid deposit shall be returned.

### **1-8 WITHDRAWAL OF BID**

Regardless of the award of bid, no bidder may withdraw his bid before the expiration of forty-five (45) days after the date of opening the bids.

### **1-9 SUBLETTING**

Contractor shall not assign, transfer, sublet or otherwise dispose of this contract, his right, title and interest therein, or his power to execute without the previous written consent of the City of Rome.

### **1-10 FINANCIAL ABILITY OF THE BIDDER**

The City of Rome reserves the right to conduct investigations into the financial ability of the successful bidder, to insure his capability to carry out the terms of the contract.

### **1-11 PERFORMANCE AND PAYMENT BONDS**

The Successful bidder shall execute and deliver to the City of Rome surety company bonds or letter(s) of credit conditioned for the payment of all persons performing labor or furnishing materials in connection with this contract, each bond or letter of credit in the amounts that follow:

#### **Collection & Haul of Recyclables and Garbage, Bulk Items, and Tires**

\$250,000 - City-wide Collection

The bonds or letter(s) of credit shall be subject to the approval of the City of Rome and shall be conditioned for the fulfillment of the guarantee. In addition to the foregoing, the successful bidder shall be required to provide insurance policies as specified under Insurance Requirements in the General Conditions:



If the bidder whose proposal has been accepted shall refuse or neglect to execute the contract or to not furnish the bonds or letter(s) of credit *or* cash required, or to fail to secure the compensation required by the Worker's Compensation Law and laws amendatory thereto, or to secure Public Liability Insurance, within seven (7) days after notice that the contract has been awarded, then the amount of the bid bond shall be forfeited to and will be retained by the City Of Rome as liquidated damages. The bidder shall also be liable for and agree to pay the City of Rome on demand the difference between the price bid by him and the price for which the contract shall be subsequently re-let, including the cost of the re-letting, less the amount of his deposit. But if the bidder shall execute the contract within the time aforesaid, furnishing the bond or letter(s) of credit or cash and secure insurances required, then the amount of the bid bond shall be returned. This default shall cause the City to pursue all remedies available to itself in the course of completing the work, and to recover from the Contractor and surety all expense incurred by the City of Rome as a result of the completion.

### 1-12 LENGTH OF CONTRACT

The length of the contract shall be three years, with two one-year renewals commencing on or about February 1, 2025. The basis for renewal year 1 would be the percentage change in the CONSUMER PRICE INDEX (CPI) for the period of January through December 31, 2027. The basis for renewal year 2 would be, the percentage change in the CONSUMER PRICE INDEX (CPI) for the period of January through December 2028. **Both parties must mutually agree upon renewals.**

**PROPOSAL FORMS - SECTION I**

**BASE BID PRICES: COLLECTION AND HAUL**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and doing business as \_\_\_\_\_, to the City of Rome New York 198 North Washington Street, Rome New York 13440.

By making this proposal, the undersigned affirms the making of a careful examination of the Instructions to Bidders and of the Specifications and have made the investigations necessary to inform themselves thoroughly as to the character and magnitude of the work involved and the obligations they will be required to undertake in the contract if awarded the bid.

The undersigned further agrees to provide the required insurance and performance bonds and upon approval of it by the City of Rome to execute a contract with the City of Rome.

The undersigned further agrees to collect and haul of all materials including recyclables, if accepted, set out for collection on City streets in the City of Rome as described in this specification under the contract to be executed with the City of Rome. Recyclables shall be hauled to Oneida Herkimer Solid Waste Authority's facility in Utica. All other material collected will be hauled to the Oneida Herkimer Solid Waste Authority's Western transfer station located on River Road in the City of Rome. The bidder shall also provide all licenses necessary for collection operations to be provided in the manner described in the specifications or as required by local Authorities.

Submitted By: \_\_\_\_\_  
(Signature and title)

(Seal - If bid is Corporation) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Phone)

# Bid Sheet/ Proposal Form

BASE BID 2025 (11 Months) \$ \_\_\_\_\_ Written Words \_\_\_\_\_

BASE BID 2026 (12 Months) \$ \_\_\_\_\_ Written Words \_\_\_\_\_

BASE BID 2027 (12 Months) \$ \_\_\_\_\_ Written Words \_\_\_\_\_

TOTAL BASE BID (35 Months) \$ \_\_\_\_\_

TOTAL BASE BID (35 Months) Written Words \_\_\_\_\_

The Above Bid Prices Submitted by – Company Name \_\_\_\_\_ Signature and Title \_\_\_\_\_  
I attest to above bid submission

**\*\*DISPOSAL of All Materials OHSWA FACILITIES DO NOT INCLUDE DISPOSAL/TIPPING COSTS IN BID**

**PROPOSAL FORMS - SECTION I**

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_ Dated \_\_\_\_\_

The above prices include all labor, materials, equipment, overhead, profit, insurance and incidental costs required to cover the required work called for in this contract.

Bidder understands that the City of Rome Board of Estimate and Contract reserves the right to reject any or all bids.

The bidder agrees that if this bid is successful he shall commence work on February 1, 2025.

Upon receipt of notice of acceptance of this bid; bidder will execute the formal contract within ten ( 10) calendar days and deliver as required a Surety Bond or Bonds and Insurance Certificates. The bid security attached in the sum of \$10,000 is to become the property of the City of Rome in the event the contract and the bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the City caused thereby.

SUBMITTED:

BY: \_\_\_\_\_  
(Signature and Title)

(SEAL-if bid is by a Corporation)

*(Business Address)*

*(Phone)*

**PROPOSAL FORMS - SECTION I**

Please complete information requested below:

If a Corporation:

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

If a Firm :

Name

\_\_\_\_\_

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROPOSAL FORMS - SECTION I**

**NON-COLLUSIVE BIDDING CERTIFICATE**

(Required by Section 103-d of the General Municipal Law)

The fact that a bidder (a) has published price list, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or I have sold the same items to other customers at the same prices being bid, do not constitute, without more, a disclosure within the meaning of sub-paragraph one (a).

Any bid hereafter made to any political subdivision of the state, or any public department, agency or official thereof by a corporate bidder for work or services performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Dated \_\_\_\_\_, 2024

Legal Name of Person, Firm or Corporation

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

Signature (Title)

**PROPOSAL FORMS - SECTION 11**

EQUIPMENT LIST

Does the Bidder currently have sufficient equipment to meet the collection requirements contained in this specification? \_\_\_\_\_ YES \_\_\_\_\_ NO

List the equipment that is expected to be used for this contract:

	<u>Capacity</u>	<u>Model/Year</u>	<u>Condition</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			

If a NO was indicated above what new equipment does the contractor expect to purchase to meet the requirements of this contract? include "Commitment to Order" letter indicating Bidder's ability to finance new equipment.

	<u>Model/Year</u>
1.	
2.	
3.	
4.	
5.	
6.	
7.	

## PROPOSAL FORMS - SECTION III

### INSURANCE REQUIREMENTS

Contractor agrees that it will at its own expense, at all times during the term of the agreement, procure and maintain in force a policy of insurance written by one or more insurance carriers licensed to do business in the State of New York, which will insure against claims under the Worker's Compensation Act. Contractor agrees to provide City with certificates showing that Contractor has obtained the required Worker's Compensation and Disability Benefits coverage, or submit proof that Contractor is not required by law to provide such coverage.

Contractor agrees that it will at its own expense, at all times during the term of the agreement, procure and maintain in force a policy or policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. Contractor agrees to have the City named as a named insured to said policy or policies, and to provide City with a certificate from said insurance company or companies showing City as a named insured prior to the execution of this agreement, and to provide that such coverage shall not be terminated without prior written notice to City at least fifteen (15) days prior to said termination.

Specific Insurance requirement shall consist of the following:

1. Commercial General Liability Insurance One million dollars (1,000,000) per occurrence and Two million dollars (2,000,000) in aggregate.
2. Comprehensive Automobile Insurance One million dollars (1,000,000) per occurrence and Two million dollars (2,000,000) in aggregate.
3. Umbrella Liability Insurance Five million dollars (\$5,000,000) per occurrence and in the aggregate.
4. Pollution Liability Insurance Three million dollars (\$3,000,000) per occurrence and in the aggregate.

All policies shall be written on an occurrence basis and shall be subject to no deductible, self-insured retention or other form of risk retention.

Contractor acknowledges that failure to obtain such insurance on behalf of the City of Rome constitutes a material breach of contract and subjects it to liability for damage indemnification and all other legal remedies available to the City. The contractor is to provide the City with a certificate of insurance, evidencing the above requirements have been met prior to the commencement of work or use of facilities.



**PROPOSAL FORMS - SECTION IV**

**ORGANIZATION AND EXPERIENCE**

**Business Organization**

2. List principals of your organization, company or corporation:

Name and Title: \_\_\_\_\_

Residence: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Residence: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Residence: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Residence: \_\_\_\_\_

2. List supervisors and managers employed in your organization that would be directly responsible for operation in Rome:

Name and Title: \_\_\_\_\_

Residence: \_\_\_\_\_

No. of Years Employed: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Residence: \_\_\_\_\_

No. of Years Employed: \_\_\_\_\_

**PROPOSAL FORMS - SCHEDULE IV**

ORGANIZATION AND EXPERIENCE (Continued)

Briefly summarize previous municipal collection and haul contracts held, including approximate number of households collected and tonnage handled in a given year. Include the number of years' experience in handling municipal collection & haul contracts. State whether such experience includes collecting separated recyclables and separated solid waste, construction and demolition and bulk wastes.

PREVIOUS CONTRACTS COMPARIBLE TO THIS PROJECT INCLUDE: include location and contact name

1. \_\_\_\_\_

2. \_\_\_\_\_

**PROPOSAL FORMS - SECTION V**

PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds

Attached a letter of intent from a Surety Company recognized to do business in the State of New York indicating its intention to provide the Bidder a Performance and Payment bond as described in the specifications.

## GENERAL CONDITIONS

### COLLECTION AND HAUL

#### GC-1: DEFINITIONS AND TERMS

The terms **garbage, construction and demolition debris, bulk, recyclables**, are used generally throughout the specifications to refer to waste materials that the Contractor is obligated to collect. More specifically defined in the following terms:

**Garbage** means putrescible solid waste including animal or vegetable leavings or similar food or food refuse resulting from the handling, storage, sale, preparation, cooking, or serving of foods. Household garbage originates primarily in the kitchens, stores, markets, restaurants, and other places where food is stored, prepared or served.

**Construction and demolition debris (C&D)** mean debris resulting from the construction or demolition of a structure or portion of a structure, including, but not limited to, dimensional lumber, drywall, paneling, flooring materials, plaster and insulation.

**Bulk** means large household furniture and appliances, including, but not limited to, mattresses, chairs, refrigerators and stoves that are reasonably capable of being lifted by two people, except recyclables. A box spring and mattress set shall constitute one bulk item.

**Tire** means tires from cars and light trucks and their casings.

**Recyclables** means any material designated from time to time, by the commissioner or other governmental entity, which is applicable to the city, and which, under any applicable law or regulation, is not hazardous and which is separated from the waste stream and held for its material recycling or reuse value.

The term **All Materials** when used includes Garbage, C&D, Bulk, Tires, and Recyclables.

**Citywide** refers to the inside corporation district of the City of Rome, including its business district.

#### GC-2: AUTHORIZED REPRESENTATIVES

Where the terms **Commissioner** appear, they are understood to mean the Commissioner of Public Works for the City of Rome, or his duly authorized representatives. Where the term **Contractor** is used, the same is understood to mean the person or persons, co-partnership or corporation which has entered into this contract as the party or parties of the second part, or his or their legal representatives. The list of legal representatives is as follows:

Joseph Guiliano	Commissioner of Public Works	Phone: 315-339-7627
Tom Jones	Superintendent of Streets	Phone: 315-339-7773
Jeffrey Gilbert	Clerk	Phone: 315-339-7778

#### GC-3: PERMITS

The Contractor shall be responsible for all necessary permits and licenses required by any governmental agency exercising statutory control over the collection and transport and disposal of garbage-refuse and shall obtain same at his own expense.

## GENERAL CONDITIONS

### COLLECTION AND HAUL

#### GC-4: REGULATION OF SERVICE

All work shall be subject to the laws of governmental agencies having jurisdiction, the present and future ordinances of the City of Rome and such rulings as may be prescribed from time to time by the Oneida-Herkimer Solid Waste Management Authority conditioning the requirements of the contract.

#### GC.5: ENTIRE AGREEMENT

The specifications and standard City of Rome contract is the entire Agreement between the Contractor and the City, and supersedes all prior discussions. Any amendment hereto must be in writing and be duly executed by both parties.

#### GC-6: ASSIGNMENT

Contractor may not assign or transfer any of its rights, title and interest in and to this Agreement to any individual, partnership, corporation or any other legal entity, without prior written approval of the City of Rome. The City reserves the right to reject any assignment of this Agreement.

#### GC-7: PAYMENT

Payment, for collection and hauling services from City of Rome collection routes only, will be lump sum price for each contract year. Invoices can be submitted monthly for the previous month's activity. Each monthly invoice will represent 1/12 the current year's lump sum.

The 10/07/2024 U.S. Department of Energy average cost per gallon of diesel fuel for our region (Central Atlantic) was \$3.584/ gallon. Adjustments to the annual bid price will be based upon the difference between \$3.27 + 10% and the annual average cost per gallon of diesel fuel for the previous posted year as by the Department of Energy ([www.eia.doe.gov](http://www.eia.doe.gov)). Adjustments will be made based on the table below. Adjustments will be-made to lower the bid price if the previous years' average annual cost of fuel drops below \$2.94/ gallon. Adjustments will be made to increase the bid price if the previous-year's average annual cost rises above \$3.60/ gallon.

	Fuel Usage Weekly (gal)	Fuel Usage Annual (gal)
Base Bid All Material including Recyclables	200	10,400
Lump Sum City-Wide All Material including Recyclables	800	41,600

## GENERAL CONDITIONS

### COLLECTION AND HAUL

#### GC-8: RIGHT OF BOARD TO DISCONTINUE WORK

If the Contractor does not provide collection and haul services in the manner provided in the specifications, or if the contract shall be assigned by the Contractor otherwise than is herein specified, or if at any time the City shall certify in writing that the work is unnecessarily or unreasonably delayed, or that the Contractor willfully violates any of the conditions or agreement, or is not executing contract in good faith, or is not making such progress in the work as to indicate its completion within the required time, or adequate funding has not been provided, in the budget, by the Rome Common Council, the City of Rome shall have the power and right to discontinue all work or any part thereof under this contract.

#### GC-9: DEFAULT AND RIGHT OF CITY OF ROME TO COMPLETE WORK

If the Contractor fails to perform the work as required, the City may declare the Contractor in default of his contract and pursue all remedies provided herein and available at law. Without limiting the available remedies, the City may proceed either to perform the work required under the contract and charge the expense thereby incurred against the monies to which the Contractor would have been entitled under the contract or may contract with a third party for the performance of this work and charge the cost and expense thereof in the like manner. In the event of any default in the performance of the work, Contractor agrees to reimburse the City of Rome for all costs, expenses and damages incurred by the City in completing the work in accordance with the contract and these specifications. If Contractor ceases operations or becomes insolvent or a voluntary or involuntary petition is filed under the federal bankruptcy laws or if a State court receiver or other agent is appointed for Contractor, this shall constitute default by the Contractor.

If the Contractor fails to provide a performance bond in the manner and conditioned as required, the City of Rome shall consider the Contractor in default and avail itself of the remedies provided in this Section.

#### GC-10: CONTRACTOR LIABILITY/INDEMNIFICATION

The Contractor agrees that City shall be exempt from any and all liability for any damage to property or injury or death to person of the Contractor, including the Contractor's agents, servants, employees and business invitees.

The Contractor agrees that it shall defend, indemnify and hold harmless City from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgements arising from property damage, personal injuries or death to person arising from or out of the work of the Contractor and its agents, servants or employees and from or out of the damage arising from the act or failure to act or any default or negligence of the Contractor or failure on the Contractor to comply with any of the covenants, terms or conditions of the agreement.

The Contractor agrees that it shall defend, indemnify and hold harmless City from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgements from the Oneida Herkimer Solid Waste Authority, the County of Oneida, or their agents, servants and employees, arising from the redirection of the City's solid waste.

## GENERAL CONDITIONS

### COLLECTION AND HAUL

#### GC-11: INSURANCE REQUIREMENTS

Contractor agrees that it will at its own expense, at all times during the term of the agreement, procure and maintain in force a policy of insurance written by one or more insurance carriers licensed to do business in the State of New York, which will insure against claims under the Worker's Compensation Act. Contractor agrees to provide City with certificates showing that Contractor has obtained the required Worker's Compensation and Disability Benefits coverage, or submit proof that Contractor is not required by law to provide such coverage.

Contractor agrees that it will at its own expense, at all times during the term of the agreement, procure and maintain in force a policy or policies of insurance, written by one or more insurance carriers licensed to do business in the State of New York and having offices within the State of New York, which will insure against liability for the services to be performed under the agreement. Contractor agrees to have the City named as a named insured to said policy or policies, and to provide City with a certificate from said insurance company or companies showing City as a named insured prior to the execution of this agreement, and to provide that such coverage shall not be terminated without prior written notice to City at least fifteen (15) days prior to said termination.

Specific Insurance requirement shall consist of the following:

1. Commercial General Liability Insurance One million dollars (1,000,000) per occurrence and Two million dollars (2,000,000) in aggregate.
2. Comprehensive Automobile Insurance One million dollars (1,000,000) per occurrence and Two million dollars (2,000,000) in aggregate.
3. Umbrella Liability Insurance Five million dollars (\$5,000,000) per occurrence and in the aggregate.
4. Pollution Liability Insurance Three million dollars (\$3,000,000) per occurrence and in the aggregate.

All policies shall be written on an occurrence basis and shall be subject to no deductible, self-insured retention or other form of risk retention.

Contractor acknowledges that failure to obtain such insurance on behalf of the City of Rome constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The contractor is to provide the City with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

## SPECIFICATIONS

### COLLECTION AND HAUL

#### SP-1: SCOPE OF WORK (Garbage Collection and Recyclable)

It is the intention of the specifications to define the requirements of the contract for the curbside collection, hauling and disposal of garbage, construction and demolition debris, bulk and recyclables from the inside corporation district the City of Rome, New York. The Contractor shall be responsible for the collection of all items including recyclables that are properly contained and placed curbside, in quantities that do not exceed the maximum established per City Code of Ordinances or by this contract. Collection shall be from every residence and business that qualify for collection under **City of Rome Code of Ordinances Section 54-52 user classifications (SEE APPENDIX A)** and in collection routes within the Inside Corporation limits of the City. The Contractor shall transport recyclables to Oneida Herkimer Solid Waste Authority's facility in Utica. All other material collected will be hauled to the Oneida Herkimer Solid Waste Authority's Western transfer station located on River Road in the City of Rome. There shall be no exceptions for these destinations unless written authorization is given by the City of Rome. Payment for collection and hauling shall be only for delivery to designated facilities. Disposal payments will be handled independently.

The contractor, within sixty days of commencement of this contract, will provide the City with a written accounting of average number of **"collection stops"** being performed. This same accounting will be provided each subsequent year for the duration of this agreement. If it is determined that the average number of stops has changed by more than ten (10) percent over the preceding year the contractor or the City may request, in writing, an adjustment of costs. This adjustment will be prorated accordingly, mutually agreed upon, and will take effect within the thirty days of agreement. Agreement upon the prorated adjustment will not be reasonably withheld. The adjustment will not be retroactive for more than sixty days. The City retains the right to independently verify the contractor's information.

These written specifications and this City Bid Document contain all the terms and obligations governing the agreement to be entered into between the City and the Contractor; no oral representations made between the Contractor and agents or officials of the City or any understandings not reduced to writing shall in any way alter or amend these Specifications or this City Bid Document.

All labor, equipment, vehicles, tools, insurances, bonds, permits, administration, maintenance and facilities necessary for the provision of services required by the specifications shall be provided by the Contractor whether or not specifically mentioned herein.

# **SPECIFICATIONS**

## **COLLECTION AND HAUL**

### **SP-2: COLLECTION ROUTES**

Collection will be based upon Citywide routes between the City and one (1) contractor. (Refer to I-5 Award of Bid for Award information). Bidders must bid for collection of all materials including recyclables, from qualified properties. The contractor is responsible for only collection from qualified properties. If the contractor desires to provide services to non-qualified properties within the collection route it must obtain written permission from the City of Rome. This permission is necessary to ensure that the City of Rome is not incurring addition cost as a result of service to non-qualified properties. Note: Qualified properties are defined in the Rome Code of Ordinances Section 54-52 user classifications (Appendix A). Collection routes are represented by the attached maps titled Residential Routes and Commercial Route (Appendix D). Both parties must mutually agree any change in collection days.

### **SP-3: COLLECTION OPERATION AND LIMITS**

Residential and commercial collection routes are depicted on the enclosed maps. (APPENDIX D) The contractor is responsible to become completely familiar with their contracted route(s). NOTE: Larger solid waste generators commercial and multi-residential are not collected by the City.

Collection of garbage, tires, and recyclables, from Citywide route(s) shall be once weekly from the qualified properties within the residential & commercial routes and twice weekly from approximately 114 commercial properties listed (APPENDIX E). Only waste and recyclables that have been placed in accordance with City codes and placed in the City-owned containers (with the exception of excess recyclables) shall be collected. Collection of all material, from the individual collection routes, will occur on the same day. Contractor shall not enter private driveways or backyards under this collection system. Only City streets, alleyways, leased streets or City right-of-way shall be used for vehicular travel.

Bulk items will be collected once weekly. The maximum amount of bulk the Contractor is required to collect from each building or business is one item. Only appliances from which all doors have been removed shall be collected. The weight and size of any bulk item shall not exceed what two men can carry.

The maximum number of Tires the contractor is required to collect from residential locations is one per collection. No commercial-size truck or trailer tires will be accepted.

Construction & Demolition Debris (C&D) is to be contained within a single separate refuse container not to weight more than 50 pounds.

Recyclables, there is no limit for collection. Hauler is required to collect recyclables in separate containers with the appropriate labeling of recyclables only if the city-issued recyclable container is filled.

The Contractor shall exercise due care in handling refuse and recycling containers. Container that split or break during the handling shall be collected, and the premises cleared of scattered material. Where trash containers are emptied, Contractor shall be responsible for damage to the cans through excessively rough or careless handling. Generally, the Contractor shall sweep up any litter or material that scatters on the premises or street or fall from the vehicle during the collection operation.



## SPECIFICATIONS

### COLLECTION AND HAUL

#### SP-3: COLLECTION OPERATION AND LIMITS (Continued)

The Contractor shall allow no materials to fall from vehicles during road transportation. He shall minimize interference with road traffic during operations.

All collection personnel shall maintain a courteous and respectful attitude towards the public. Collection personnel are required to be in a standard company uniform. There shall be no soliciting or requesting of gratuities of any kind. If all materials placed out for collection are not properly contained or are not in the conditions described, they shall not be collected. The Contractor shall provide a written report daily to the City of Rome. The report shall include, but not limited to, the address and the particular circumstances the material was not collected. In each and every instance the Contractor maybe be required to tag the waste in question with information/violation tags provided by the City

#### SP-4: EQUIPMENT

The Contractor shall have an adequate number of enclosed collection vehicles for collection services. Standby equipment shall available in case of a breakdown. If the collection vehicles used by the Contractor are not adequate for bulk collection, dump trucks covered with canvas shall be provided.

The City shall approve the Contractor's equipment as to its capability and adequacy for the purpose of the contract prior to award of bid. Regardless of the City's approval, it is the Contractor's responsibility to provide additional equipment as required if the initial inventory proves to be inadequate for the work.

All Collection vehicles must meet all local and state regulations. All collection vehicles and trucks shall be maintained in a clean and sanitary manner and shall have a clearly visible insignia designating the name and telephone number of the contracting firm. A firm name containing "City of Rome" or other words implying a municipal ownership shall not be permitted. Every vehicle shall also have a distinctive number painted on each side, not less than two inches in height and the area shall be kept clean so that the numbers are visible to the public. The City reserves the right to inspect all packers and trucks and may request improvements such as paint or safety items. The Contractor shall be responsible for the City requested improvements.

#### SP-5: COLLECTION HOURS

Collection in all sections of the City shall be made and completed between the hours of **7:00AM and 9:00PM**. Collections shall be made as quietly as possible, with every effort by the Contractor to comply with the City Code of Ordinances section 26-136. Unnecessarily noisy trucks or equipment are prohibited. Contractor shall make every effort to protect and maintain traffic, minimizing interference with traffic during operations.

#### SP-6: COLLECTION ROUTES/HOLIDAYS

The Contractor is not obliged to collect on New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. The Contractor shall schedule a substitute collection day for the route not collected on the holiday, which **shall not be Sunday**. The variance in schedule shall be advertised in the Rome Sentinel for two successive days prior to the holiday.

In addition, the Contractor will provide to the City of Rome holiday collection schedule prior to January 15 of each year for the upcoming year

## SPECIFICATIONS

### COLLECTION AND HAUL

#### SP-7: NOTICE TOTHE PUBLIC

Prior to any variance in collection schedules due to holidays, the Contractor shall at their own cost advertise all collection schedules in the Rome Sentinel, on pages 2, 3 or 4, for two successive days. The advertisement shall be a minimum of 3" x 4", with heavy type print stating "**NOTICE TO THE PUBLIC REGARDING THE CITY OF ROME GARBAGE AND RECYCLABLE COLLECTION SCHEDULE**". The advertisement shall also include the full business name and local telephone number and all relevant information.

#### SP-8: HAUL DESTINATION

Recyclables shall be hauled, for disposal, to Oneida Herkimer Solid Waste Authority's facility in Utica, All other material collected will be hauled, for disposal, to the Oneida Herkimer Solid Waste Authority's Western transfer station located on River Road in the City of Rome. It is the responsibility of the Contractor/s to inform themselves as to the schedules, requirements and procedures of material delivery at the facilities designated as haul destinations.

#### SP-9: CONTRACTOR'S OFFICE

The Contractor shall maintain an office, within Oneida County (preferably in Rome), open on a daily basis during normal business hours. The office shall be equipped with telephones, which permit local calls from Rome, and operated, by a person who has the authority to handle complaints from the public. The contractor shall maintain a written record of all complaints received and disposition of the complaint. This written record will be maintained for two years. A written record of complaints and disposition will be provided to the Commissioner of Public Works, if requested within fifteen days.

#### SP-10: WAGE RATES

Workers on the City of Rome contract shall be paid wages equal to or exceeding the New York State prevailing wages in effect at the time of the contract. If the rates change during the course of the contract, each worker so employed shall be paid and provided an amount not less than the new rate from the date of the change.

The Contractor will be required to provide certified payrolls, monthly verifying that all wages are following the standards.

See **Appendix C:** For NYS Department of Labor Prevailing Wage rates.

#### SP-11: LABOR LAWS

The Contractor shall comply with all provisions of the labor law, the Worker's Compensation law and all other laws, ordinances or orders, Federal, State or local, that regulates labor.

#### SP-12: EXCLUSIONS FROM CONTRACT

Collection from the municipal housing projects is excluded from this contract.

#### SP-13: SCAVENGING OF WASTE/RECYCLABLES

The Contractor or Contractor Personnel shall not be allowed to scavenge waste/recyclable material from the curb.

## **SPECIFICATIONS**

### **COLLECTION AND HAUL**

#### **SP-14: COLLECTION CITY PROPERTY**

The contractor selected will collect during the specified schedule waste and recyclables from all City-owned and operated facilities, unless said site is specifically exempted in writing by the Commissioner. They include City Hall, Rome Justice Building, Kennedy Arena, Parks Department located on North Madison Street, City Yard located on Race Street, Wastewater Treatment Plant, Train Station, Franklyn Field. The City retains the right, during the term of this agreement to add or reduce City operated facilities to this contract without additional fee

#### **SP-15: ADDITIONAL COLLECTIONS**

If it is determined that a collection stop was missed as a result of contractor error, that stop will be collected within twenty-four hours of notification by the City. The City has the sole authority to require the contractor to make additional collection stops if it is deemed necessary. These additional stops must be completed during the next regularly scheduled collection day. The City has the authority to request up to twenty-five additional collections per month. These additional collections referenced within this section will be without cost to the City of Rome.

#### **SP-16: CONTRACTOR PERSONNEL AND SAFETY REQUIREMENTS**

Prior to commencement of the Contract and throughout the Contract period at the request of the City, the Contractor must verify the following:

- That all drivers have a clean driver's license, defined as no more than 4 points.
- No driver has had a DWI or DWAI in the last five years.
- Employee background checks are performed and confirming that no driver was convicted of a felony
- Must provide proof of participation in the NYS DOT LENS program.
- Contractor must not exceed a rating of 65% of any Behavior Analysis and Safety Improvement Categories (BASIC) measurements on the Federal Motor Carrier Safety Administration Safety Measurements System (FMCSA) for:
  - Unsafe Driving
  - Vehicle Maintenance
  - Driver Fitness

No Contractor shall have a FMCSA BASIC measurement score that exceeds an intervention level with the Federal Motor Safety Administration.

Contractor must have in place a documented community-based safety program addressing, at a minimum, the following:

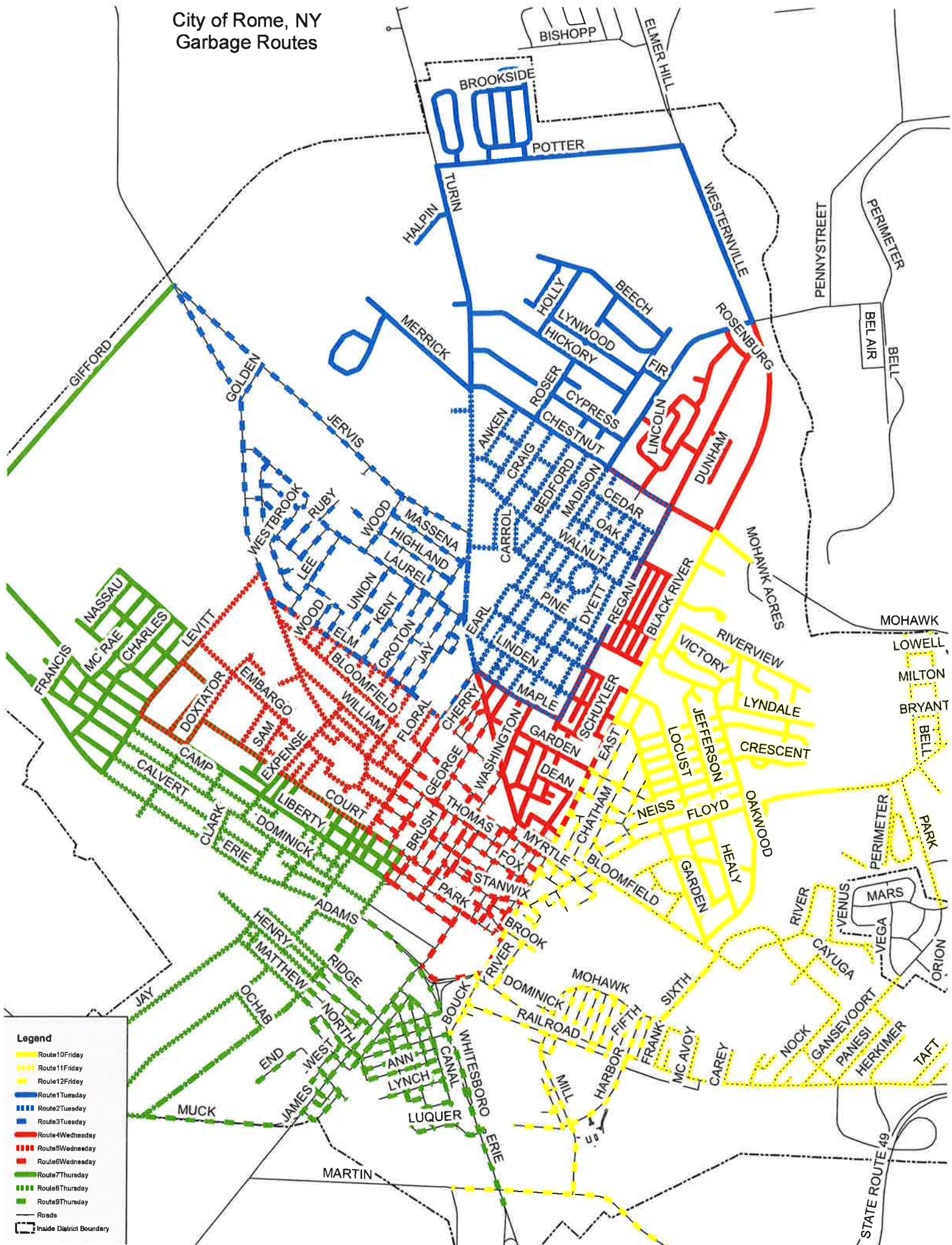
- Trucks servicing Rome may not cross the street to the left side, facing oncoming traffic, to serve any units.
- Backing of collection vehicles will be minimized.
- All vehicles are to be equipped with a back-up camera
- Vendor uniforms to be worn, neat and clean
- Personal Protection equipment to be utilized( ANSI II) at all time while on City of Rome collection

## SPECIFICATIONS

### SP-17: ON-SITE SUPERVISOR

The Contractor, as part of their bid, shall provide an on-site supervisor to assist the City in daily refuse collection matters. This individual shall not be part of the collection crew and will be the point of contact for City personnel on issues that arise regarding refuse and recycling. The individual shall be equipped with a cellular phone with voicemail and capable of producing and transmitting electronic text messages, electronic mail, and quality pictures with a local phone number to be distributed to approved City personnel. The individual will be accessible by the City by phone Monday-Friday between the hours of 7:00 A.M. to 7:00 P.M.

# City of Rome, NY Garbage Routes







City of Rome, NY  
Garbage Routes - Thursday



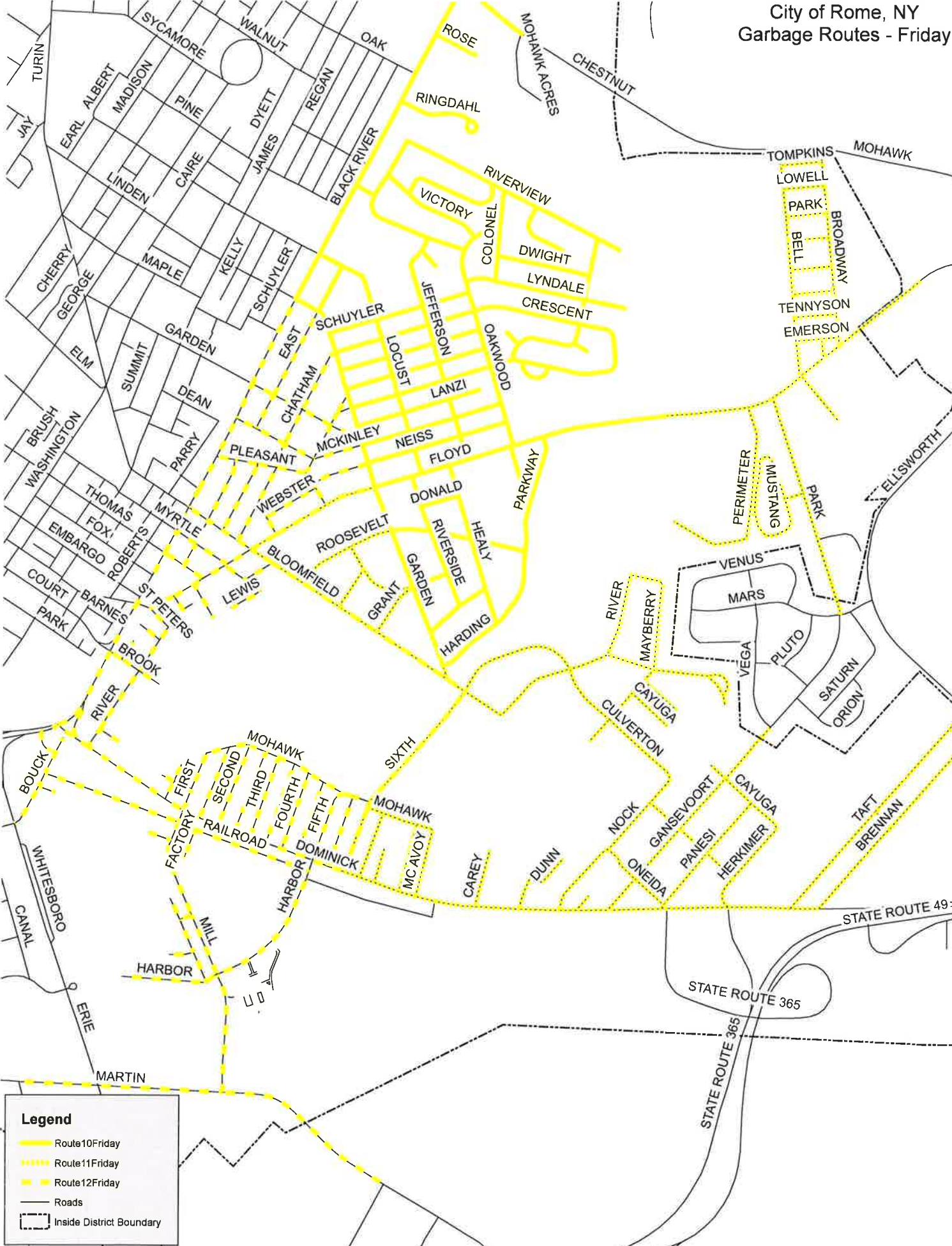
**Legend**

- Route 7 Thursday
- ⋯ Route 8 Thursday
- - - Route 9 Thursday

- Roads
- Inside District Boundary



City of Rome, NY  
Garbage Routes - Friday



**Legend**

- Route 10 Friday
- ⋯ Route 11 Friday
- - - Route 12 Friday
- Roads
- ⬡ Inside District Boundary

# APPENDIX A

TOTAL RESIDENTIAL/ COMMERCIAL UNIT COUNTS  
REFUSE DISTRICT CUSTOMERS  
CLASSIFICATION CODES 280,400, AND 600 UNIT COUNTS

### Residential Units

210	One Family	5,596
220	Two Family	1,039
230	Three Family	132
270	Mobile Homes	4
280	Multi-Residential	50
411	Apartment	409
Sub Total Residential		7230

### Commercial

100's	Farm	1
400's	Business	395
500's	Recreational	2
600's	Community Services	42
700's	Industrial	9
800's	Utility	2
Sub Total Commercial		454

Grand Total	7,681
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# APPENDIX B

2019-2023 GARABGE AND RECYCLING TOTALS

City of Rome

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MSW	534.84	411.11	531.23	582.31	630.27	586.38	649.21	595.43	505.28	662.02	531.49	528.68	6748.25
Recyclables	159.63	89.31	134.96	167.36	164.31	135.9	143.88	121.38	130.6	157.73	138.88	142.6	1686.54
Totals	694.47	500.42	666.19	749.67	794.58	722.28	793.09	716.81	635.88	819.75	670.37	671.28	8434.79
Recycling %	22.99%	17.85%	20.26%	22.32%	20.68%	18.82%	18.14%	16.93%	20.54%	19.24%	20.72%	21.24%	20.00%

2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MSW	568.19	428.86	454.75	747.79	655.15	662.37	752.63	627.15	705.47	676.77	604.08	653.86	7537.07
Recyclables	163.37	115.11	141.49	162.77	181.12	183.48	162.65	121.22	146.85	149.13	157.17	197.4	1881.76
Totals	731.56	543.97	596.24	910.56	836.27	845.85	915.28	748.37	852.32	825.9	761.25	851.26	9418.83
Recycling %	22.33%	21.16%	23.73%	17.88%	21.66%	21.69%	17.77%	16.20%	17.23%	18.06%	20.65%	23.19%	19.98%

2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MSW	509.85	554.4	668.13	672.91	611.3	691.47	694.94	679.73	705.41	664.84	649.78	736.02	7838.78
Recyclables	151.45	159.91	193.7	229.69	154.74	172.94	175.68	126.33	174.07	156.54	156.89	153.03	2004.97
Totals	661.3	714.31	861.83	902.6	766.04	864.41	870.62	806.06	879.48	821.38	806.67	889.05	9843.75
Recycling %	22.90%	22.39%	22.48%	25.45%	20.20%	20.01%	20.18%	15.67%	19.79%	19.06%	19.45%	17.21%	20.37%

2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MSW	540.64	499.27	665.79	501.44	647.41	687.22	596.75	663.58	609.2	576.13	657.7	585.36	7230.49
Recyclables	101.68	116.55	126.51	141.93	144.84	186.44	150.89	175.57	128.98	142.18	143.87	168.5	1727.94
Totals	642.32	615.82	792.3	643.37	792.25	873.66	747.64	839.15	738.18	718.31	801.57	753.86	8958.43
Recycling %	15.83%	18.93%	15.97%	22.06%	18.28%	21.34%	20.18%	20.92%	17.47%	19.79%	17.95%	22.35%	19.29%

2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MSW	539.26	496.63	625.85	562.36	639.69	651.92	595.97	707.74	616.02	597.67	626.12	586.86	7246.09
Recyclables	201.19	215.95	218.18	207.41	208.41	232.12	184.14	173.33	171.47	210.89	208.52	188.72	2420.33
Totals	740.45	712.58	844.03	769.77	848.1	884.04	780.11	881.07	787.49	808.56	834.64	775.58	9666.42
Recycling %	27.17%	30.31%	25.85%	26.94%	24.57%	26.26%	23.60%	19.67%	21.77%	26.08%	24.98%	24.33%	25.04%

# APPENDIX C

2024-2025 NYSDOL PREVAILING WAGE RATE  
OVERTIME SCHEDULE  
HOLIDAY SCHEDULE



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Rome  
Joseph Guiliano, Commissioner of Public Works  
198 Washington street  
Rome NY 13440

Schedule Year 2024 through 2025  
Date Requested 11/12/2024  
PRC# 2024500031

Location City of Rome  
Project ID#  
Occupation Type(s) Trash and Refuse Removal

### PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2024 through June 2025. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, [www.labor.ny.gov](http://www.labor.ny.gov). Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

# **General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts**

## **Introduction**

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

## **Responsibilities of the Public Agency**

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

## **Hours**

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

## **Wages and Supplements**

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.



If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us). [www.labor.ny.gov](http://www.labor.ny.gov).

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, canceled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

## **Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

## **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYS DOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

### **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

### **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

### **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

### **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

### **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Rome  
Joseph Guiliano, Commissioner of Public Works  
198 Washington street  
Rome NY 13440

Schedule Year 2024 through 2025  
Date Requested 11/12/2024  
PRC# 2024500031

Location City of Rome  
Project ID#  
Occupation Type(s) Trash and Refuse Removal

### Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

## Introduction to the Prevailing Rate Schedule

### Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

### Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

### Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

### Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

**NOTE:** For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12226

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

**Oneida County Article 9**

**Trash and Refuse Removal**

**11/01/2024**

**JOB DESCRIPTION** Trash and Refuse Removal

**DISTRICT** 10

**ENTIRE COUNTIES**

Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie

**WAGES**

For use with Transfer Station Site Operations Only

Per Hour:	07/01/2024	01/01/2025
Indus. Truck Driver/Tractor Operator	\$ 25.90	\$ 25.90
Laborer/ non-construction	\$ 21.68	\$ 21.68
Conveyor operators and tenders	\$ 15.00	\$ 15.50
Weighers/Measurers	\$ 24.54	\$ 24.54

**IMPORTANT INFORMATION:**

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

Per hour:	\$ 2.44	\$ 2.44
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**OVERTIME PAY**

See (B, B2) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S - Trans.Station.Ops

**Trash and Refuse Removal**

**11/01/2024**

**JOB DESCRIPTION** Trash and Refuse Removal

**DISTRICT** 10

**ENTIRE COUNTIES**

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Erie, Franklin, Genesee, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

**WAGES**

Per Hour:	07/01/2024	05/01/2025	05/01/2026
Trash, Recycling Roll-Off and Brush Drivers	\$ 19.00	\$ 19.50	\$ 20.00
Thrower Helper	15.50	16.00	16.50

**IMPORTANT INFORMATION:**

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2024	05/01/2025	05/01/2026
	\$ 5.03	\$ 5.40	\$ 5.60

Applies the 1st of the month after 30 days of service.

Required up to 40 hours paid per week

**Vacation pay:**

After one year of service: 5 days per year

After four years of service: 10 days per year

After nine years of service: 15 days per year

4 Personal days after 90 days of service.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

**OVERTIME PAY**

See (B, B2, K) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

To be eligible for holiday pay an employee must complete 6 months continuous service, have worked the regularly scheduled day prior to the holiday as well as the first regularly scheduled day after the holiday.

Employees who are scheduled to work on a holiday must work that holiday or forfeit holiday pay.

If a holiday falls on an unscheduled workday (Sat/Sun) no holiday pay will be issued.

10-317



## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday

( 29 )      Juneteenth

**New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12226**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)  Contracting Agency  Architect or Engineering Firm  Public Work District Office Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address  (Check if new or change)

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

E-Mail: \_\_\_\_\_

2. NY State Units (see Item 5).

- |                                                                   |                                                                                          |
|-------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 01 DOT                                   | <input type="checkbox"/> 07 City                                                         |
| <input type="checkbox"/> 02 OGS                                   | <input type="checkbox"/> 08 Local School District                                        |
| <input type="checkbox"/> 03 Dormitory Authority                   | <input type="checkbox"/> 09 Special Local District, i.e.,<br>Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University<br>Construction Fund | <input type="checkbox"/> 10 Village                                                      |
| <input type="checkbox"/> 05 Mental Hygiene<br>Facilities Corp.    | <input type="checkbox"/> 11 Town                                                         |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT                 | <input type="checkbox"/> 12 County                                                       |
|                                                                   | <input type="checkbox"/> 13 Other Non-N.Y. State<br>(Describe)                           |

3. SEND REPLY TO  (check if new or change)  
Name and complete address:

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

E-Mail: \_\_\_\_\_

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- New Schedule of Wages and Supplements.  
APPROXIMATE BID DATE : \_\_\_\_\_
- Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT : \_\_\_\_\_

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_  
Description of Work \_\_\_\_\_  
Contract Identification Number \_\_\_\_\_  
Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_  
Route No/Street Address \_\_\_\_\_  
Village or City \_\_\_\_\_  
Town \_\_\_\_\_  
County \_\_\_\_\_

7. Nature of Project - Check One:

1. New Building  
 2. Addition to Existing Structure  
 3. Heavy and Highway Construction (New and Repair)  
 4. New Sewer or Waterline  
 5. Other New Construction (Explain)  
 6. Other Reconstruction, Maintenance, Repair or Alteration  
 7. Demolition  
 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- |                                                                             |                                                                          |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water) | <input type="checkbox"/> Fuel Delivery                                   |
| <input type="checkbox"/> Tunnel                                             | <input type="checkbox"/> Guards, Watchmen                                |
| <input type="checkbox"/> Residential                                        | <input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators |
| <input type="checkbox"/> Landscape Maintenance                              | <input type="checkbox"/> Moving furniture and equipment                  |
| <input type="checkbox"/> Elevator maintenance                               | <input type="checkbox"/> Trash and refuse removal                        |
| <input type="checkbox"/> Exterminators, Fumigators                          | <input type="checkbox"/> Window cleaners                                 |
| <input type="checkbox"/> Fire Safety Director, NYC Only                     | <input type="checkbox"/> Other (Describe)                                |

9. Does this project comply with the Wicks Law involving separate bidding? YES  NO

10. Name and Title of Requester \_\_\_\_\_

**Signature**



NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

**For inquiries please call 518-457-5589.**

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		ADESUWA UWUIGBE		320 THROOP AVENUE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		CHARLES AIBANGBEE		320 THROOP AVE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL	*****8011	ECO CLEANING CONTRACTORS INC		320 THROOP AVENUE APT# 3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027

# APPENDIX D

TUESDAY - FRIDAY COLLECTION ROUTES



## Trash Pick Up - 2x per week

NAME	ADDRESS
Abraham House (Tue/Fri)	417 N. Washington St. / Scott Ave Side
A & D Laundry (Tue/Thur)	753 Erie Blvd.
Ace Auto (Tue/Thur)	115 Black River Blvd.
AllState (Tue/Fri)	241 E. Dominick St.
Al's Cycle (Tue/Fri)	319 E. Dominick St.
Appearances Salon (Wednesday Only)	2003 N. James St.
Artani's Pizzeria (Tue/Fri)	433 W. Thomas St.
Auto Tech (Tue/Thur)	735-737 Erie Blvd.
Barry's Funeral Home (Tue/Fri)	807 W Chestnut Street
Best Food Chinese (Tue/Fri)	233 E. Dominick St.
Big Daddy Subs (Tue/Fri)	500 N. James St.
BNP Machine (Tue/Fri)	700 Railroad St. / 612 Calvert St.
BOCES Community (Tue/Fri)	266 W. Dominick St.
Bostwick Liquors (Tue/Fri)	137 W. Dominick St.
Bravo's Machine Shop (Tue/Thur)	614 Calvert St.
Canal Village (Tue/Thur)	418-432 S. James St.
Can It Redemption Center (Tue/Thur)	1014 Erie Blvd W.
Cashman (Tue/Thur)	403 W. Dominick St. Suite 2
China House (Tue/Fri)	503 N. James St.
China Inn (Tue/Thur)	209 S. James St.
Chris's Grub & Pub (Tues/Thur)	416 W. Dominick St.
Cianfrocco's (Tue/Fri)	235 E. Dominick St.
Commercial Plaza (Tue/Thur)	1247 Erie Blvd.
Community Recovery (Tue/Fri)	264 W. Dominick St.
Consumer Church (Tue/Fri)	129 N. Washington St.
Copper City Billiards	322 E. Chestnut St.
Copper City Community Connection (Tue/Fri)	305 E. Locust St.
Crystal Motors (Tue/Thur)	1253 Erie Blvd.
Cycle Shack (Tue/Thur)	1205 Erie Blvd.
D & D Carpet (Tue/Fri)	709 E. Dominick St.
DeSalvo Catering (Tue/Fri)	413 N. James St.
Dick's Motorcycles (Tue/Thur)	725 Erie Blvd.
Disabled American Veterans (Tue/Fri)	407 E. Dominick St.
Doggone Lovely (Tue/Fri)	123 Mill St.
Donna's Café (Tue/Fri)	6611 Martin St.
Erie Blvd W Returns (Tue/Thur)	1014 Erie Blvd.
Eastup Auto (Tue/Thur)	619 W. Dominick St.
Eddie's Paramount Diner (Tue/Thur)	414 W. Dominick St.
414-424 N James Street	414-424 N James Street
Exile Inc. (Tue/Fri)	307-309 E. Dominick St.
Express Auto (Tue/Thur)	1149 Erie Blvd.
Falcone Auto Sales (Tue/Thur)	1119 Erie Blvd.
Fazio's Auto (Tue/Fri)	1025 E. Dominick St.

## Trash Pick Up - 2x per week

NAME	ADDRESS
Felice Moving (Tue/Thur)	829 Erie Blvd.
Ferlo's Bakery (Tue/Fri)	522 Floyd Ave.
Fisher Auto (Tue/Thur)	726 Erie Blvd.
Frank's Transmission (Tue/Fri)	6622 Martin St.
Galliano Club (Tue/Fri)	239 E. Dominick St.
Hair Salon (Tue/Fri)	2047 N. Madison St.
Hoke Auto (Tue/Thur)	930 Erie Blvd.
Home Coming Realty (Tue/Thur)	734 Erie Blvd.
Hubbard Tool & Die (Tue/Fri)	401 Mill St.
Iphone Hero (Tue/Fri)	102 E. Thomas St.
Iron Kettle (Tue/Fri)	215 E. Dominick St.
J&L Paving/Low Price Auto (Tue/Fri)	271 E. Dominick St.
Jarosz Chiropractic (Tue/Fri)	143 N. Washington St.
Jervis Library (Wed/Fri)	613 N. Washington St.
Jet Cleaners (Tue/Fri)	502 N. James St.
Jojo's Market (Tue/Thur)	603 W. Dominick St.
Karate (Tue/Fri)	2051 N. Madison St.
Keaton & Lloyd Bookstore (Tue/Fri)	236 W. Dominick St.
Kekis Mobil Gas Station (Tue/Thur)	400 W. Dominick St.
Levadoti's (Tue/Fri)	296 E. Dominick St.
Lombino's Market (Tue/Fri)	804 Floyd Ave.
Magic Nails (Tue/Thur)	200 S. George St.
Martial Arts (Tue/Fri)	143 W. Dominick St.
Mastrangelo's (Tue/Fri)	6630 Martin St.
Miner Realty (Tue/Thur)	337 W. Dominick St.
Mohawk Valley Community Action (Tue/Fri)	209 W. Liberty St.
Moore Insurance (Tue/Fri)	143 W. Dominick St.
Mr. & Mrs. Hairstyling (Tue/Thur)	420 W. Dominick St.
Liverpool Pool & Spa (Tue/Fri)	1501 E. Dominick St.
Northern Wine (Tue/Fri)	1733 Black River Blvd.
Odd Creations Junkett (Tue/Thur)	601 W. Dominick St.
Paisano's Subs (Tue/Fri)	317 N. James St.
Peterson's Pets (Tue/Fri)	315 N. James St.
Pinky White Laundromat (Tue/Thur)	123 Arsenal St.
Premo's Garage (Tue/Fri)	176 Black River Blvd.
Puff & Stuff (Tue/Fri)	301 1/2 E. Dominick St.
Quick and Easy Shop (Tue/Fri)	300 E. Bloomfield St.
Rescue Mission (Tue/Fri)	413 E. Dominick St.
Rizzo's Market (Tue/Thur)	401 S. James St.
Rocco Gualtieri Market (Tue/Fri)	294 E. Dominick St.
Rome American Legion (Tue/Thur)	325 Erie Blvd.
Rome Chamber of Commerce (Tue/Fri)	139 W. Dominick St.
Rome City Hall (Tue/Fri)	198 N. Washington St.
Rome Hospital Offices (Tue/Fri)	155 W. Dominick St.

## Trash Pick Up - 2x per week

NAME	ADDRESS
Rome Music Club (Tue/Fri)	400 block E. Dominick St.
Rome NAPA (Tue/Thur)	744 Erie Blvd.
Rome Plumbing (Tue/Thur)	200 Ridge St.
Rome Power Sports (Tue/Thur)	731 Erie Blvd W.
Rome Sign Company (Tue/Thur)	510 Erie Blvd.
Rome Teachers FCU (Tue/Fri)	924 Turin Street
Ryan's Machine Shop (Tue/Thur)	604 Calvert St.
Salvation Army Food Bank (Tue/Thur)	410 W. Dominick St.
San Gregorio Taumaturgo (Tue/Fri)	303 E. Dominick St.
Scotty's Hot Dogs (Tue/Thur)	328 Ridge St.
Soap Opera Laundry (Tue/Thur)	519 Erie Blvd.
St. John's Church (Tue/Fri)	200 E. Dominick St.
Stockyard Inn (Tue/Thur)	211 S. James St.
Sugarbeets (Tue/Thur)	417 W. Dominick St.
Tangles Hair Salon (Tue/Fri)	245 E. Dominick St.
Taylor Rental (Tue/Thur)	1217 Erie Blvd W.
Toccolana Club (Tue/Fri)	1412 E. Dominick St.
Tony's Pizza (Tue/Fri)	501 N. Jay St.
Twisted Ink (Tue/Thur)	1307 Erie Blvd.
UCP (Tue/Thur)	1105 W. Thomas St.
Unico Sabor Latino (Tue/Thur)	401 W. Dominick St.
Utica Plumbing (Tue/Thur)	721-723 Erie Blvd.
West Dominick Market (Tue/Thur)	418 W. Dominick St.
Young's Upholstery (Tue/Fri)	301 E. Dominick St.

# Proper Cart Placement

Keep cart 3 feet from all objects and clear from overhead hazards such as trees and power lines



Cart out by **7am**  
on collection day

Place cart at curb with lid  
opening toward the street

All items must be inside  
the cart with lid closed