

CITY OF ROME, NEW YORK

DEPARTMENT OF PUBLIC WORKS

RFP RFB 2025-007

RFB-2025-007 Preventative Maintenance and Repair for HVAC Rome City Hall and City owned Buildings

TOTAL BASE BID

\$ _____

TOTAL BASE BID IN WORDS

_____ Dollars

BIDDER'S NAME:

BY: _____

TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER : _____

DATE: _____

Jeffrey M Lanigan
Joseph G. Guiliano

MAYOR
COMMISSIONER OF PUBLIC WORKS

PLEASE ATTACH BID BOND OR CERTIFIED CHECK TO THIS PAGE

Bid Advertisement

Sealed proposals will be received by the City Clerk of the City of Rome, New York, until 11:00 a.m. local time May 8, 2025 for the following project:

RFB-2025-007 Preventative Maintenance and Repair for HVAC Rome City Hall and City owned Buildings

BID OPENING

Bid will be publicly opened and read aloud at 11:00 a.m., local time, May 8, 2025 at 198 North Washington St., Rome, NY, 13440, Rome City Hall, 2nd Floor, Council Chambers.

BID SUBMITTAL & FORMS

All bids must be received no later than submission deadline listed above. The City of Rome will not accept late bid submissions. Electronic submissions are not permitted for these bidding documents. Bid packages can be delivered to Rome City Hall and dropped in overnight depository.

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

RFB-2025-007 Preventative Maintenance and Repair for HVAC Rome City Hall and City owned Buildings

BID MATERIALS

Bids will be advertised electronically at:

- <http://www.romenewyork.com/treasurer-purchasing/>
- <https://www.bidnetdirect.com/new-york/city-of-rome>
- <https://www.nyscr.ny.gov/>

OFFICIAL PLAN HOLDERS LIST

Bidders who intend to submit a bid must call or email to be placed on the official plan holders list. Contractors must notify the City of Rome in order to be placed in the official plan holder's list, in order to receive addenda and any other bid correspondence. Bids received from contractors other than those on the official plan holder's list will not be accepted. **To be placed on the official plan holders list please contact the Department of Public Works at (315) 339-7632 or (315) 339-7627 . You can also email Joseph Guiliano at jguiliano@romecitygov.com**

ADDENDA

The City will not issue Addenda, nor will its Engineer issue addenda nor respond to bidder's questions five (5) days prior to the scheduled bid opening unless stated bid date is postponed.

BID SECURITY

Bids shall be accompanied by money order, certified check, or bid bond in the amount of 5% of the total bid price, payable to the City Treasurer, City of Rome, Rome New York.

No bidder may withdraw their bid within forty-five (45) calendar days after the actual date of the opening thereof.

BID ADVERTISEMENT NOTES

It is the policy of the City of Rome to encourage the greatest possible participation of minority and women-owned business enterprises (MWBEs). All qualified MWBE suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination because of race, color, religion, national origin, sex, age, disability, or sexual preference.

The City of Rome reserves the right to reject any or all proposals or to accept any proposals deemed to be in its best interest.

Dated: April 15, 2025

Eric Seelig, City Clerk
City of Rome
Board of Estimate and Contract

PROPOSAL

To the Board of Estimates and Contract,
City of Rome, NY

Pursuant to and in compliance with your advertisement for bids dated **May 8, 2025** and the information for bidders relating hereto, the undersigned hereby offers to furnish all labor, material, implements, tool, etc., necessary, or proper for, or incidental to:

RFB-2025-007 Preventative Maintenance and Repair for HVAC Rome City Hall and City owned Buildings

as required by and in strict accordance with the Plans and Specifications, for the unit prices set opposite the several items which are attached.

In submitting this bid, the undersigned declares that he is, or they are, the only person, or persons, interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the City, or any person in the employment of the City is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits therein.

The undersigned also hereby declares that he, or they, have carefully examined the plans, specifications, forms of contract, that he has, or they have, personally inspected the actual location of the work together with the local sources of supply and that he has, or they have, satisfied himself, or themselves, as to all the quantities and conditions and understands that in signing this proposal he or they waive all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he is, or they are, to furnish and provide for the respective item price bid, all necessary material, except that furnished by the City of Rome, machinery, implements, tools, labor, services, etc., and to do and perform all the work necessary under the aforesaid conditions to complete the construction of the aforementioned work in accordance with the plans and specifications for said construction, which plans and specifications it is agreed are a part of this proposal and to accept in full compensation thereof the amount of the summation of the products of the actual quantities multiplied by the unit prices bid.

The undersigned further agrees to accept the aforesaid "unit bid" prices in compensation for any additions or deductions caused by variation in quantities due to more accurate measurements, or by any changes or alterations in the plans or specifications of the work.

CONTRACT FOR:

RFB-2025-007 Preventative Maintenance and Repair for HVAC Rome City Hall and City owned Buildings

in Rome, New York, dated _____ by and between the City of Rome New York, a municipal corporation organized and existing under the laws of the State of New York, having a principal place of business at City Hall, 198 North Washington Street, City of Rome, County of Oneida, State of New York (hereinafter referred to as “**Owner**” or “**City**”), and _____, doing business at

_____(hereinafter referred to as the “**Contractor**”).

WITNESS that the **Owner** and the **Contractor** in consideration of the promises and of the mutual covenants, considerations and agreements herein contained, agree to be legally bound as follows:

ARTICLE 1. CONTRACT AND CONTRACT DOCUMENTS.

1.1 Except for titles, subtitles, headings, running headlines, tables of content and indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, shall be deemed to be a part of this Contract:

1.1.1 All provisions required by law to be inserted in this Contract, whether inserted or not;

1.1.2 The Contract Drawings and Specifications;

1.1.3 The General Conditions and Special Conditions, if any;

1.1.4 The Contract;

1.1.5 The Information for Bidders; Request for Proposals; Notice of Solicitation and Proposal for Bids; Bid or Proposal, and if used, the Bid Booklet; and

1.1.6 All Addenda issued prior to the receipt of the Bids; the Notice of Award; Performance and Payment Bonds, if required; and the Notice to Proceed with the Work.

1.2 In case of any conflict or inconsistency between the provisions of this Contract and those of the Specifications, the provisions of this Contract shall

govern, unless the Contractor shall have asked for and obtained a decision in writing from the Commissioner, of the Agency that is entering into this Contract, before the submission of its bid as to what shall govern.

ARTICLE 2. DEFINITIONS

2.1.1 “**Addendum**” or “**Addenda**” shall mean the Additional Contract provisions issued in writing by the Commissioner prior to the receipt of bids.

2.1.2 “**Agency**” shall mean a city, county or other office, position, department, division, bureau, board or commission, or a corporation, institution or agency of government the expenses of which are paid in whole or in part from the City treasury.

2.1.3 “**City**” shall mean the City of Rome, New York. For purposes of this Contract, the word “**City**” includes the “**City Engineer**” and “**Commissioner**”, and “**City**” and “**Owner**” are synonymous and may be used interchangeably.

2.1.4 “**City Engineer**” shall mean an Engineer for the City of Rome, duly designated by the Commissioner to be his/her representative at the site of the Work.

2.1.5 “**Commissioner**” shall mean the City of Rome Commissioner of Public Works, or his/her duly authorized representative.

2.1.6 “**Contract**” or “**Contract Documents**” shall mean each of the various parts of the contract referred to in Article 1 hereof, both as a whole and severally.

2.1.7 “**Contract Work**” shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Article 1, except “**Extra Work**” as hereinafter defined.

2.1.8 “**Contractor**” shall mean the entity which executed the Contract, whether a corporation, firm, partnership, joint venture, individual, or any combination thereof, and it(s), their, his/her successors, personal representatives, executors, administrators, sub-contractors and assigns, and any person, firm, partnership, joint venture, individual, or corporation which shall at any time be substituted in the place of the Contractor under this Contract.

2.1.9 “**Days**” shall mean calendar days, except where otherwise specified.

2.1.10 **“Engineer” or “Architect” or “Project Manager”** shall mean the person so designated in writing by the Commissioner to act as such in relation to this Contract, including a private Architect or Engineer or Project Manager, as the case may be. For projects on which the City outsources engineering, architecture or management services, any reference to **“City Engineer”** shall be deemed to mean **“Engineer”** or **“Architect”** or **“Project Manager”**, whichever is applicable.

2.1.10(a) **“Employee”** shall mean those persons employed and supervised by **Contractor**, or any **Subcontractor(s)**, to perform the **Work** contemplated under this Contract. For purposes of this Contract, the City of Rome has no obligation to protect any **“Employee”** from any injury or harm as the result of working under this Contract, as said obligation rests solely with **Contractor** and/or **Subcontractor(s)**.

2.1.11 **“Extra Work”** shall mean Work other than that required by the Contract at the time of award, which is authorized by the Commissioner pursuant to Article 16 of this Contract.

2.1.12 **“Final Acceptance”** shall mean final written acceptance of all the Work by the Commissioner, a copy of which shall be sent to the Contractor.

2.1.13 **“Final Approved Punch List”** shall mean a list, approved in writing by the Engineer, specifying those items of Work to be completed by the Contractor after Substantial Completion and dates for the completion of each item of Work.

2.1.14 **“Law” or “Laws”** shall mean the Constitution of the State of New York, the City of Rome Charter, a statute of the United States or of the State of New York, a local law of the City of Rome, New York, any ordinance, rule or regulations having the force of law, or common law.

2.1.15 **“Materialman”** shall mean any corporation, firm, partnership, joint venture, or individual, other than employees of the Contractor, who or which contracts with the Contractor or any Subcontractor, to fabricate or deliver, or who actually fabricates or delivers, plant, material or equipment to be incorporated in the Work.

2.1.16 **“Means and Methods of Construction”** shall mean the labor, materials, temporary structures, tools, plant and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.1.17 **“Notice”** shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to or at the last known business address of the person, firm, or corporation for whom intended, or to his, their or its duly authorized agent, representative or office; or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their or its last known business address and deposited in a United States mail box.

2.1.18 **“Owner”** shall mean the City of Rome, New York. For purposes of this **Contract**, the word **“Owner”** includes the **“City Engineer”** and **“Commissioner”**, and the words **“Owner”** and **“City”** are synonymous and may be used interchangeably.

2.1.19 **“Project”** shall mean the public improvement to which this Contract relates.

2.1.20 **“Required Quantity”** in a unit price Contract shall mean the actual quantity of any item of Work or materials which is required to be performed or furnished in order to comply with the Contract.

2.1.21 **“Site”** shall mean the area upon or in which the Contractor’s operations and work under this Contract are carried on, and such other public areas immediately adjacent thereto as may be designated as such by the Engineer. The word **“Site”** shall not include private property utilized by Contractor for any purpose.

2.1.22 **“Specifications”** shall mean all of the directions, requirements and standards of performance applying to the Work as hereinafter detailed and designated under the Specifications.

2.1.23 **“Subcontractor”** shall mean any person, firm or corporation, other than Employees of the Contractor, who or which contracts with the Contractor or with its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the site. Wherever the word Subcontractor appears, it shall also mean Sub-Subcontractor.

2.1.24 **“Substantial Completion”** shall mean the written determination by the Commissioner that the Work required under this Contract is substantially, but not entirely complete.

2.1.25 **“Treasurer”** shall mean the Treasurer or Chief Financial Officer of the City of Rome, New York.

2.1.26 **“Work”** shall mean all services required to complete the Project in accordance with the Contract Documents, including without limitation, labor, material, superintendence, management, administration, equipment, and incidentals, and shall include both Contract Work and Extra Work.

ARTICLE 2A. NOTICE OF AWARD AND NOTICE TO PROCEED

2A.1 Upon the acceptance of the contractors bid by the **City**, the **City** will issue a “Notice of Award”, which shall detail the **Contract** requirements, insurance documents and any other pertinent information. All requirements of the Notice of Award must be submitted to the **City** within ten (10) working days of the Notice. In the event that the **Contractor** fails to submit the correct requirements as determined solely by the **City Engineer**, the **Contractor** will be deemed in non-compliance and will forfeit its bid security to the **City**.

2A.2 The Notice to Proceed will detail the **Contract** time and other details pertinent to the **Contract**, i.e. submittals, listing of subcontractors, contact numbers, etc.

ARTICLE 3. THE WORK AND ITS PERFORMANCE

3.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications** and **Addenda**, the **Work** shall be performed in accordance with the best modern practice, utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship and design of the highest quality, to the satisfaction of the **Commissioner**.

3.2 The **Contractor** will furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the work contemplated by this contract as required by and in strict accordance with the applicable plans and specifications prepared by the **City Engineer** or **Engineer** or **Architect**.

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3.3 By executing this **Contract**, the **Contractor** is precluded and debarred from pleading misunderstanding or deception because of estimates of quantifies, character, location or other conditions surrounding the **Project Work** covered by the **Contract**.

ARTICLE 3A. COMPENSATION TO BE PAID CONTRACTOR

3A.1 The **City** will pay, and the **Contractor** will accept in full consideration for the performance of the **Contract**, subject to additions and deductions as provided herein,

the total sum of _____ Dollars, (\$ _____), this said sum being the Amount at which the **Contract** was awarded to the **Contractor** at a public letting thereof, based upon the **Contractor's** bid for the **Contract**.

ARTICLE 4. MEANS AND METHODS OF CONSTRUCTION

4.1 Unless otherwise expressly provided in the **Contract Drawings, Specifications** and/or **Addenda**, the **Means and Methods of Construction** shall be such as the **Contractor** may choose; subject, however, to the **City Engineer's** right to reject the **Means and Methods of Construction** proposed by the **Contractor** which in the opinion of the **City Engineer**:

4.1.1 Will constitute or create a hazard to the **Work**, to persons of the general public or public property. **Contractor** and **Subcontractor(s)** are responsible for supervising the safety of their own employees, both on and off the **Work Site**, and maintaining the integrity, condition and safety of any property; or

4.1.2 Will not produce finished **Work** in accordance with the terms of the **Contract**; or

4.1.3 Will be detrimental to the overall progress of the **Project**.

4.2 The **City Engineer's** approval of the **Contractor's Means and Methods of Construction**, or his/her failure to exercise his/her right to reject such means or methods, shall not relieve the **Contractor** of its obligation to complete the **Work** as provided in this **Contract**; nor shall the exercise of such right to reject create a cause of action for damages.

4.3 Nothing herein shall be interpreted to mean that the **Owner, Commissioner** or **City Engineer** shall have an obligation or duty to supervise the **Contractor's Means and Methods of Construction** in order to protect the safety of **Contractor's or Subcontractors' Employees**, as said obligation or duty rests solely with the **Contractor** or **Subcontractor**.

ARTICLE 4A. SURVEYS, GRADE AND PERMITS.

The **Contractor will be responsible for all** lines and grades necessary for the satisfactory completion of the work called for by this **Contract**. It will be the responsibility of the **Contractor** to adhere to lines and grades provided. If it is determined by the **City Engineer** that adjustments and changes to lines and grades will be necessary, then the **Contractor shall** take direction from the **City Engineer** and make changes accordingly. There is no additional payment made when the **City Engineer** determines it is necessary to make field changes for satisfactory completion of this **Contract**. The **City Engineer** may give the **Contractor** a Miscellaneous Order(s) to correct drainage problems, for which the **City Engineer** will supply grades and elevations. It will be the **Contractor's** responsibility to conform to the grades and elevations contained in said Miscellaneous Order. If **Contractor** does not form to the ordered grade elevations, the **Contractor** will correct work at his own cost, as directed by the **City Engineer**.

The **Contractor** shall have the right to cut the pavement in any street or alley through which the work herein described is laid out, without any further permits. All other permits and licenses necessary for the prosecution of the work shall be secured and paid for by the **Contractor**. Upon completion of the **Work** covered by this **Contract**, said license to enter the City's streets or alleys to make cuts shall be revoked.

ARTICLE 5. INSPECTION

5.1 During the progress of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall at all times afford the representatives of the **City** every reasonable, safe and proper facility for inspecting all **Work** done or being done at the **Site**, and also for inspecting the manufacture or preparation of materials and equipment at the place of such manufacture or preparation.

5.2 The **Contractor's** obligation hereunder shall include the uncovering or taking down of finished **Work** and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if **Work** thus exposed proves satisfactory, and if the **Contractor** has complied with Article 5.1, such uncovering or taking down and restoration shall be considered an item of **Extra Work** to be paid for in accordance with the provisions of Article 16. If the **Work** thus exposed proves unsatisfactory, the **City** has no obligation to compensate the **Contractor** for the uncovering, taking down or restoration.

5.3 Inspection and approval by the **Commissioner** or **City Engineer**, of finished **Work** or of **Work** being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the **Contractor** of its obligation to perform the **Work** in strict accordance with the **Contract** or of its obligation to protect its **Employees** from injury or harm for work performed under this **Contract**. Finished or unfinished **Work** not found to be in strict accordance with the **Contract** shall be replaced as directed by the **City Engineer**, even though such **Work** may have been previously approved and paid for. Such corrective work is **Contract Work** and shall not be deemed **Extra Work**.

5.4 Rejected **Work** and materials shall be promptly taken down and removed from the **Site**, which must at all times be kept in a reasonably clean and neat condition.

5.5 Nothing herein shall be interpreted to mean that the inspection authority provided to the **City** by this Article 5 creates any obligation or duty on the **City** to protect the safety of **Contractor's or Subcontractors Employees** or to protect the safety, integrity or condition of any property, as said obligations and duties rest solely with the **Contractor or Subcontractor**.

ARTICLE 6. PROTECTION OF WORK AND OF PERSONS AND PROPERTY

6.1 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall be under an absolute obligation to protect **Employees**, both on and off the **Work Site**, the finished and unfinished **Work**, equipment, materials, tools, machinery, vehicles and the site against any injury, damage, loss, theft and/or vandalism, and in the event of such injury, damage, loss, theft and/or vandalism, it shall promptly secure, remove, replace or repair such **Work**, **Employee**, equipment, materials, tools, machinery, vehicles and the site, whichever the **Commissioner** or **City Engineer** shall determine to be preferable. The obligation to deliver finished **Work** in strict accordance with the **Contract** prior to **Final Acceptance** shall be absolute and shall not be affected by the **Commissioner's** or **City Engineer's** approval of, or failure to prohibit, the **Means and Methods of Construction** used by the **Contractor**.

6.2 The **City** may require the **Contractor** to secure, remove, replace or repair any **Employee**, finished and unfinished **Work**, equipment, materials, tools, machinery, vehicles, which, in the opinion of the **City**, **Commissioner** or **City Engineer**, is/are a danger to persons of the public or public property.

6.3 During the performance of the **Work** and up to the date of **Final Acceptance**, the **Contractor** shall take all reasonable precautions to protect the persons and property of the **City** and of others from damage, loss or injury

resulting from the **Contractor's**, and/or its **Subcontractors** operations or storage under this **Contract**. The **Contractor's** obligation to protect shall include the duty to provide, place or replace and adequately maintain at or about the **Site** suitable and sufficient protection such as lights, signage, barricades and enclosures.

6.4 The **Contractor** shall notify the **Commissioner, Treasurer**, the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier in writing, of any loss, damage or injury to **Work**, persons or property arising out of the operations or storage of the **Contractor** and/or its **Subcontractors** under this **Contract**, or any accidents on the **Site**, within thirty (30) days of the occurrence. The **Contractor's** notice to the insurance carrier must expressly specify that "this notice is being given on behalf of the City of Rome, New York as additional insured as well as [the **Contractor**] as named insured." Within three

(3) **Days** after the notice to the **Contractor** of the happening of any such loss, damage or injury to **Work**, persons or property, or any accidents, the **Contractor** shall make a full and complete report thereof in writing to the **City Engineer**.

6.4.1 Notice to the **Treasurer** pursuant to 6.3 shall specify the name of the **Contract**, the date of the incident, the location (street address) of the incident, the identity of the persons or things injured, damaged or lost, and the name of the insurance carrier that issued the commercial liability insurance policy pursuant to Article 12 of this **Contract**. Such notice shall be sent to the Corporation Counsel's Office, Suite 3A, City Hall, 198 North Washington Street, Rome, New York 13440.

6.5 If any person or property sustains any loss, damage, cost, expense or injury arising out of the operations of the **Contractor** and/or its **Subcontractors** in the performance of this **Contract**, the **Contractor** shall indemnify, defend and hold the **City**, its employees and agents harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorney's fees and disbursements), known or unknown, contingent or otherwise, arising from or in any way related to such operations, or failure to comply with any of the provisions of this **Contract** or of the **Law**. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

6.6 The **Contractor** shall, at its own expense, defend, indemnify and hold the **City** harmless from any and all claims (even if the allegations of the suit are without merit) or judgments for damages (including, but not limited to, delay damages from **Other Contractors**) and from costs and expenses to which **City** may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the **Contractor** and/or its **Subcontractors**, or

their failure to comply with the provisions of this **Contract** or of the **Laws**. Insofar as the facts and **Law** relating to any claim would preclude the **City** from being completely indemnified by the **Contractor**, the **City** shall be partially indemnified by the **Contractor** to the fullest extent provided by **Law**.

6.7 To the extent required by law, by public authority or by local conditions, the **Contractor** will adequately protect adjacent property and will provide and maintain all passage ways, railroad crossings, guard fences, lights and other facilities for protection.

6.8 In the event of the existence of an unsafe condition at the work site, which in the opinion of the **City**, endangers the health, safety or welfare of the public or the well-being, condition or integrity of any property, the **City** will contact the **Contractor** at its Emergency contact number. If **Contractor** does not abate the unsafe condition to **City's** satisfaction within the time period set by **City**, **City** may use its own resources to abate the unsafe condition. Any costs to **City**, including all material and labor costs, will be charged to **Contractor** and may be withheld from payments due to **Contractor**.

6.8.1 In the event the **City** abates the unsafe condition pursuant to Section 6.8, the **Contractor** shall indemnify and hold the **City** harmless as provided for at Sections 6.5 and 6.6 of this **Contract** for any injury, loss, damage, cost or expense to any person or property arising out of the work performed by **City** to abate the unsafe condition.

6.8.2 Nothing in Section 6.8 of this **Contract** shall be construed to establish a duty or obligation on the **City** to protect the safety, health or well-being of **Contractor**, **Subcontractor(s)** and/or **Employees** or to protect the well-being, condition or integrity of property affected by this Agreement, as said duties and obligations rest solely with the **Contractor** and/or **Subcontractor**.

6.9 The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the **Contractor** or the **City**.

6.10 Contractor will immediately notify Owner of any and all claims that Contractor allegedly caused injury to the persons or damage to the property of any third party. Contractor will also immediately notify the Rome Police Department or Oneida County Sheriff's Department, (dependent on location), of any and all claims that Contractor allegedly caused injury to the persons or damage to the property of any third party.

6.11 Nothing herein shall be interpreted to mean that the **City** has an obligation or duty to protect the safety of **Contractor's/Subcontractors' Employees** or to protect the safety, condition or integrity of any private property, as said obligation and duty rest solely with the **Contractor** or **Subcontractors**.

6.12 The **Contractor** shall be solely responsible for the storage and maintenance of equipment, materials, tools, etc., wherever said equipment, materials or tools are stored.

ARTICLE 7. COMMENCEMENT AND PROSECUTION OF THE WORK

7.1 The **Contractor** shall commence **Work** on the date specified in a written notice signed by the **Commissioner**. The time for performance of the **Work** under the **Contract** shall be computed from the date specified in such written notice. **TIME BEING OF THE ESSENCE** to the **City**, the **Contractor** shall thereafter prosecute the **Work** diligently, using such **Means and Methods of Construction** as are in accord with Article 3 herein and as will assure its completion not later than the date specified herein, or on the date to which the time for completion may be extended.

7.2 Time for completion of the **Work** as specified shall be: **Not Applicable** Extensive Liquidated Damages Procedure set forth in first three pages of Information to Bidders (Section 200).

ARTICLE 8. PROGRESS SCHEDULES

8.1 To enable the **Work** to be performed in an orderly and expeditious manner, the **Contractor**, within fifteen (15) **Days** after the **Notice to Proceed** with this **Contract**, unless otherwise directed by the **City Engineer**, shall submit to the **City Engineer** a proposed progress schedule in the form of a bar graph or in such other form as specified by the **City Engineer**, and monthly cash flow requirements, showing:

8.1.1 The anticipated time of commencement and completion of each of the various operations to be performed under this **Contract**; and

8.1.2 The sequence and interrelation of each of these operations with the others and with those of other related **Contracts**; and

8.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the **Work**; and

8.1.4 The estimated amount in dollars the **Contractor** will claim on a monthly basis.

8.2 The proposed schedule shall be revised as directed by the **City Engineer**, until finally approved by the **City Engineer**, and after such approval, shall be strictly adhered to by the **Contractor**.

8.3 If the **Contractor** shall fail to adhere to the approved progress schedule, it shall promptly adopt such other or additional **Means and Methods of Construction** as will make up for the time lost and will assure completion in accordance with the approved progress schedule. The approval by the **City** of a progress schedule which is shorter than the time allotted under the **Contract** shall not create any liability for the **City** if the approved progress schedule is not met.

8.4 The **Contractor** will not receive any payments until the proposed progress schedule is submitted.

ARTICLE 9. COMPLETION AND FINAL ACCEPTANCE OF THE WORK

9.1 Date for **Substantial Completion**: The **Contractor** shall substantially complete the **Work** within the time fixed at article 7.2 or as set forth in the General Conditions, or within the time to which such **Substantial Completion** may be extended as permitted by the **Commissioner**.

9.2 Determining the Date of **Substantial Completion**: The **Work** shall be deemed to be substantially complete when the two conditions set forth in 9.2.1 and 9.2.2 have been met. The **Commissioner** will then issue a Certificate of **Substantial Completion**.

9.2.1 Inspection: The **City Engineer** has inspected the **Work** and has made a written determination that it is substantially complete.

9.2.2 Approval of the Final Punch List and Date for **Final Acceptance**: Following inspection of the **Work**, the **City Engineer** shall furnish the **Contractor** a final punch list, specifying all items of **Work** to be completed. The **Contractor** shall then submit to the **City Engineer** dates for the completion of each specified item of **Work**. Within a reasonable time after receipt, the **City Engineer**, in a written notification to the **Contractor**, shall approve the **Contractor's** completion dates or, if they are unable to agree, shall establish dates for the completion of each item of **Work**. The latest completion date specified shall be the date for **Final Acceptance** of the **Work**.

9.3 Determining the Date of **Final Acceptance**: The **Work** will be accepted as final and complete as of the date of **City Engineer's** inspection if, upon such inspection, the **City Engineer** finds that all items on the **Final**

Approved Punch List are complete and no further **Work** remains to be done. The **Commissioner** will then issue a written determination of **Final Acceptance**.

9.4 Request for Inspection: Inspection of the **Work** by the **City Engineer** for the purpose of **Substantial Completion** or **Final Acceptance** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

9.5 Request for Re-inspection: If upon inspection for the purpose of **Substantial Completion** or **Final Acceptance**, the **City Engineer** determines that there are items of **Work** still to be performed, the **Contractor** shall promptly perform them and then request a re-inspection. If upon re-inspection, the **City Engineer** determines that the **Work** is substantially complete or finally accepted, the date of such re-inspection shall be the date of **Substantial Completion** or **Final Acceptance**. Re-inspection by the **City Engineer** shall be made within ten (10) **Days** after receipt of the **Contractor's** written request therefor.

9.6 Initiation of Inspection by the **City Engineer**: If the **Contractor** does not request inspection or re-inspection of the **Work** for the purpose of **Substantial Completion** or **Final Acceptance**, the **City Engineer** may initiate such inspection or re-inspection.

ARTICLE 10. LIQUIDATED DAMAGES

10.1 In the event the **Contractor** fails to complete the **Work** within the time fixed for such completion in article 7.2 or as set forth in the General Conditions, plus authorized time extensions, or if the **Contractor**, in the sole determination of the **Commissioner**, has abandoned the **Work**, the **Contractor** shall pay to the **City** the sum fixed in the General Conditions, for each and every **Day** that the time consumed in completing the **Work** exceeds the time allowed therefor; which said sum, in view of the difficulty of accurately ascertaining the loss which the **City** will suffer by reason of delay in the completion of the **Work** hereunder, is hereby fixed and agreed as the liquidated damages that the **City** will suffer by reason of such delay, and not as a penalty. This article shall apply to the **Contractor** if it is defaulted pursuant to article 32 of this **Contract**. Neither the failure to assess liquidated damages nor the granting of any time extension shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

10.2 Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the **City's** right to indemnification, or the **Contractor's** obligation to indemnify the **City**, or to any other remedy provided for in this **Contract** or by **Law**.

10.3 The **Commissioner** may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the **City**, the **Contractor** shall be liable to pay the difference.

ARTICLE 11. ASSIGNMENTS

11.1 The **Contractor** shall not assign, transfer, convey or otherwise dispose of this **Contract**, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this **Contract**, unless the previous written consent of the **Commissioner** shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

11.2 Such assignment, transfer or conveyance shall not be valid until filed in the office of the **Commissioner** and the **Treasurer**, with the written consent of the **Commissioner** endorsed thereon or attached thereto.

11.3 Failure to obtain the previous written consent of the **Commissioner** to such an assignment, transfer or conveyance, may result in the revocation and annulment of this **Contract**. The **City** shall thereupon be relieved and discharged from any further liability to the **Contractor**, its assignees, transferees or sub-lessees, who shall forfeit and lose all monies therefor earned under the **Contract**, except so much as may be required to pay the **Contractor's** employees.

11.4 The provisions of this clause shall not hinder, prevent or affect an assignment by the **Contractor** for the benefit of its creditors made pursuant to the **Laws** of the State of New York.

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

ARTICLE 12. INSURANCE

12.1 General Requirements for Insurance Policies. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph, and such insurance has been approved by the Owner; nor shall the Contractor allow any Sub-Contractor to commence work on his Sub-Contractor until all similar insurance required of the Sub-Contractor has been so

obtained and approved. Where applicable, all Insurance required shall be maintained throughout the term of this **Contract** and said Insurance coverage shall be “occurrence” based rather than “claim-made”. All required insurance policies shall be maintained with companies licensed and authorized to do business in the State of New York by the New York State Department of Insurance. The **Contractor** shall be solely responsible for the payment of all premiums for all required policies and all deductibles to which such policies are subject, whether or not the **City** is an insured under the policy.

12.2. Types of Insurance.

12.2.1 Compensation Insurance - The Contractor shall take out and maintain during the life of this contract adequate Workmen’s Compensation Insurance for all of such Contractor’s employees who will be engaged in work at the site of the project and if any part of this contract is sublet, the Contractor will require his Sub-Contractor to maintain such insurance for all of the Sub-Contractor’s employees who will be so engaged unless the latter’s employees are protected by the Contractor’s Compensation Insurance.

12.2.2 Commercial General Liability Insurance - The **Contractor** shall provide a Commercial General Liability Insurance Policy in an amount not less than **\$2,000,000.00**, in the **Contractor’s** name and naming the **City** as an Additional Insured thereunder and endorsed to cover the liability assumed by the **Contractor** under the indemnity provisions of this **Contract**. The insurance policy shall be maintained throughout the term of this **Contract** and shall protect the **City**, the **Contractor** and/or its **Subcontractors** performing **Work** at the **Site** from claims for property damage and/or bodily injury, including accidental death, which may arise from operations under this **Contract**.

12.1.3 Public Liability Insurance in an amount not less than **\$2,000,000** for injuries, including wrongful death, to any one person, and subject to the same limit for each person, in an amount not less than **\$2,000,000** on account of one accident;

12.1.4 Employer’s Liability Insurance: The **Contractor** shall provide Employer’s Liability Insurance affording compensation due to bodily injury by accident or disease sustained by any employee of the insured arising out of and in the course of his/her employment by the insured; and

12.1.5 Automobile Liability Insurance: The **Contractor** shall provide commercial auto liability insurance covering all owned, non-owned and hired vehicles to be used in connection with this **Contract**.

12.3 Miscellaneous Provisions.

12.3.1 Notice under the Policy to the City as an Additional Insured shall be addressed to each of the following: (1) the **Commissioner**; and (2) the **Corporation Counsel's Office**, at Rome City Hall, 198 North Washington Street, Rome, New York 13440;

12.3.1(a) Notwithstanding any provision of this **Contract** to the contrary, notice by or on behalf of the **City** as an Additional Insured of any occurrence, offense, or claim, if such notice is required, will be deemed timely if given to the Insurance Company as soon as practicable after a Notice of Claim adequately specifying the occurrence, offense, or claim as one potentially covered under the policy has been filed with the **Commissioner**; however, in no event shall "as soon as practicable" be a period of less than one hundred eighty (180) **Days** thereafter; and

12.3.1(b) Notice of Cancellation of Policy. In addition to any other requirements concerning notice of cancellation, this policy shall not be cancelled, terminated, modified or changed by the Insurance Company unless thirty (30) **Days** prior written notice is sent to the Named Insured by Registered Mail and also sent by Registered Mail to both the **Commissioner** and the **Corporation Counsel's Office**, nor shall this policy be cancelled, terminated, modified or changed by the Named Insured without the prior written consent of the **Commissioner**.

12.3.2 Proof of Insurance:

12.3.2(a) Within ten (10) **Days** of award, the **Contractor** shall, for each policy required under this **Contract**, file a Certificate of Insurance with the **Commissioner** and the **Corporation Counsel**. Such certificate(s) shall certify insurance coverage in all ways in conformance with this article and shall include the following, or similar, text: "The above-named broker/producer represents and warrants to the **City** that it is an Additional Insured under the insurance policies listed herein and that such policies are in full compliance with the **Contract**."

12.3.2(b) Certificates confirming renewals of insurances shall be submitted to each of the **City** offices specified in 12.3.1, not less than thirty (30) **Days** prior to the expiration date of coverage until all operations under this **Contract** are deemed complete.

12.3.2(c) Failure to submit the required certificate(s) of insurance or renewals, will permit the **City** to postpone the commencement of or cease **Work** on the **Project** until such time the **Contractor** complies with this article. The **City** shall assume no liability for postponing or ceasing **Work** under this article; however, the **Contractor** may be liable to the **City** for any expenses or cost the **City** incurs due to said postponement or delay.

ARTICLE 13. MONEY RETAINED AGAINST CLAIMS

13.1 If any claim shall be made by any person or entity (including other **Contractors** with the **City** on this **Project**) against the **City** or against the **Contractor** and the **City**:

13.1.1 For an alleged loss, damage, injury, theft and/or vandalism of the kind referred to in Article 6, which in the opinion of the **Corporation Counsel**, may not be covered by the contingent liability, commercial general liability or property damage insurance policy, or which, together with previously filed claims, is in excess of the amount payable under such policies; or

13.1.2 For damage claimed to have been caused directly or indirectly by the failure of the **Contractor** to perform the **Work** in strict accordance with this **Contract**.

13.2 The amount of such claims as referred to in article 13.1.1 and 13.1.2, or so much thereof as the **Commissioner** or the **Corporation Counsel** may deem necessary, may be withheld by the **Treasurer**, as security against such claim, from any money due hereunder. The **Commissioner**, in his/her discretion, may permit the **Contractor** to substitute other satisfactory security in lieu of the monies so withheld.

13.3 If an action on such claim is timely commenced and the liability of the **City**, or the **Contractor**, or both, shall have been established therein by a final judgment of a Court of competent jurisdiction, or if such claim shall have been admitted by the **Contractor** to be valid, the **Treasurer** shall pay such judgment or

admitted claim out of the monies retained by the **Treasurer** under the provisions of this article, and return the balance, if any without interest, to the **Contractor**.

13.4 Liens: If at any time before or within thirty (30) **Days** after the **Work** is completed and accepted by the **City**, any persons claiming to have performed any labor or furnished any material toward the performance or completion of this **Contract**, shall file with the **Commissioner** and **Treasurer** any notice as is described in the New York State Lien Law, or any act of the Legislature of the State of New York, the **City** shall retain from the monies due or to become due under this **Contract**, so much of monies as shall be sufficient to pay the amount claimed in said notice, together with the reasonable costs of any action or actions brought or that may be brought to enforce such lien. The monies so retained shall be held by the **City** until such time the **Contractor** submits to the **Commissioner** a Release of Liens and notice, showing all liens thereon are discharged pursuant to **Law**. No interest shall be paid by **City** to **Contractor** for monies held pursuant to a lien or liens properly filed.

ARTICLE 14. MAINTENANCE AND GUARANTEE

14.1 The **Contractor** shall promptly repair, replace, restore or rebuild, as the **Commissioner** may determine, any finished **Work** in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one (1) year period subsequent to the date of **Final Payment**, except where other periods of maintenance and guarantee are provided for.

14.2 As security for the faithful performance of its obligations hereunder, the **Contractor** must deliver to the **Owner** an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of his contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and having as surety thereon such surety company, or companies, as are acceptable to and approved by the **Owner**.

14.3 Notice by the **Commissioner** to the **Contractor** to repair, replace, rebuild or restore such defective or damaged **Work** shall be timely, pursuant to this article, if given not later than the expiration of the one (1) year period or other periods provided for herein.

14.4 If the **Contractor** shall fail to repair, replace, rebuild or restore such defective or damaged **Work** promptly after receiving such notice, the **Commissioner** shall have the right to have the **Work** done by others, for which **Contractor** may be liable for additional costs or expenses the **Owner** incurs for performing said work.

14.5 If a security payment so deposited is insufficient to cover the cost of such **Work**, the **Contractor** shall be liable to pay such deficiency on demand by the **Commissioner**.

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

ARTICLE 15. CHANGES

15.1 Changes may be made to this **Contract** only as duly authorized in writing by the **Commissioner** in accordance with the **Law**. All such changes, modifications and amendments will become a part of the **Contract**. **Work** so ordered shall be performed by the **Contractor**.

15.2 Contract changes will be made only for **Work** necessary to complete the **Work** included in the original scope and/or for non-material changes to the scope of the **Contract**. Changes are not permitted for any material alteration in the scope of **Work**.

15.3. The **Contractor** shall be entitled to a price adjustment for **Extra Work** performed pursuant to a written change order. Adjustments to price shall be computed in one or more of the ways:

15.3.1 By applicable unit prices specified in the **Contract**; and/or

15.3.2 By agreement of a fixed price; and/or

15.3.3 By time and material record; and/or

15.3.4 In any other manner approved by the **Commissioner** or **Treasurer**.

15.4 Any construction **Contract** increase and any change to the **Contract** for constructionrelated professional services that cumulatively exceed the grater of ten percent (10%) of the **Contract** price or one hundred thousand dollars (\$100,000.00) shall be approved by the Board of Estimate & Contract and/or the Common Council of the City of Rome.

16. EXTRA WORK AND METHODS OF PAYMENT FOR EXTRA WORK

16.1 The **Owner** may at any time, by a written order, and without notice to the sureties, required the performance of such **Extra Work** or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to

the **Contractor** for any **Extra Work**, as so ordered, shall be determined as follows:

16.1(a) By such applicable unit prices, if any, as are set forth in the contract; and/or

16.1(b) If no unit prices are so set forth, then by a lump sum mutually agreed upon by the **Owner** and the **Contractor**; and/or

16.1(c) If no such unit prices are set forth and if the parties can not agree upon a lump sum, then by the actual net cost in money to the **Contractor** or the materials and of the wages of applied labor (including premiums for Workmen's Compensation Insurance) required for such extra work, plus such rental for plant and equipment (other than small tools) required and approved for such **Extra Work**, plus fifteen percent (15%) as compensation for all other items of profit, and costs or expenses including administration, overhead, superintendence, Insurance (other than Workmen's Compensation Insurance), materials used in temporary structures, allowance made by the **Contractor** to **Subcontractors**, additional premiums upon the performance bond of the **Contractor**, and the use of small tools. The provisions hereof shall not affect the power of the **Contractor** to act in case of emergency, as hereinafter provided.

16.2 Where a change is ordered, involving both **Extra Work** and omitted or reduced **Contract Work**, the **Contract** price shall be adjusted in an amount based on the difference between the cost of such **Extra Work** and of the omitted or reduced **Work**. The cost of such **Extra Work** and of such omitted or reduced **Work** shall be computed based upon applicable **Contract** unit prices. Where there are no applicable **Contract** unit prices, the cost of such **Extra Work** and of such omitted or reduced **Contract Work** shall be computed in accordance with the items Article 16.1(c). If the cost of such **Extra Work** exceeds the costs of such omitted or reduced **Contract Work**, the **Contract** price shall be increased by the difference, plus percentages for overhead and profit as provided in 16.1(c). If the cost of omitted or reduced **Contract Work** exceeds the cost of the **Extra Work**, then the **Contract** price shall be reduced by the difference.

ARTICLE 17. OMITTED WORK

17.1 If any **Contract Work** in a lump sum **Contract**, or if any part of a lump sum item in a unit price, lump sum, or percentage-bid **Contract** is omitted by the **Commissioner** pursuant article 20, the **Contract** price shall be reduced by a pro rata portion of the lump sum bid amount based upon the percent of **Work**

omitted. For the purpose of determining the pro rata portion of the lump sum bid amount, the bid breakdown submitted shall be considered, but shall not be the determining factor.

17.2 If the whole of a lump sum item or units of any other item is so omitted by the **Commissioner** in a unit price, lump sum, or percentage-bid **Contract**, then no payment will be made therefor except as provided in article 17.4.

17.3 For units that have been ordered but are only partially completed, the unit price shall be reduced by a pro rata portion of the unit price bid based upon the percentage of **Work** omitted subject to article 17.4.

17.4 In the event the **Contractor**, with respect to any omitted **Work**, has purchased any noncancelable material and/or equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract**, **Contractor** shall be paid for such material and/or equipment; provided, however, such payment is contingent upon the **Contractor's** delivery of such material and/or equipment in acceptable condition to a location designated by the **City**.

17.5 The **Contractor** agrees to make no claim for damages or for loss of overhead and profit with regard to any omitted work.

ARTICLE 18. THE CITY ENGINEER

18.1 The **City Engineer** shall have the power to inspect, supervise and control the performance of the **Work**, subject to review by the **Commissioner**. In relation to this **Contract** and the Project, the **City Engineer** shall, with the consent and designation by the **Commissioner**, have the power to perform any act, power, determination or approval of the **Commissioner**; however, the **City Engineer** has no duty or obligation to protect the safety of **Employees of Contractor** or any **Subcontractors**, either on or off the **Work Site**, or to protect the safety, integrity or condition of private property;

18.2 The **City Engineer** shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract documents and any extra work orders, and shall decide all other questions in connection with the work;

18.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of other **Contractors** engaged simultaneously on this **Project**; including the power to suspend all or any part of the **Work**;

18.5 Upon request, the **City Engineer** shall confirm in writing any oral order, direction, requirement or determination; and

18.6 The **City Engineer** may at any time demand that the **Contractor** submit samples of material for testing to demonstrate that they conform to the specifications. Samples shall be furnished at the expense of **Contractor**.

ARTICLE 19. CONTRACTOR

19.1 In the performance of the work, the **Contractor** shall abide by all orders, directions and requirements of the **City Engineer** and shall perform all work to the satisfaction of the **City Engineer**, and at such time and places, by such methods and in such manner and sequence as he may require.

19.2 The **Contractor** shall employ no plant, equipment, materials, methods or men to which the **City Engineer** objects, and shall remove no plant, materials, equipment or other facilities from the **Work Site** without the **City Engineer's** permission.

19.3 The **Contractor** will employ at the **Work Site**, during the performance of **Work** under this **Contract**, a competent foreman, or superintendent, who shall be satisfactory to the **City Engineer**, and who shall not be changed except with the consent of the **City Engineer** unless he shall cease to be in the employ of the **Contractor**. Such foreman, or superintendent, shall represent and have full authority to act for the **Contractor** in his absence and all directions given such foreman, or superintendent, shall be as binding as if given to the **Contractor**.

19.4 Contractor may not perform any work without the presence of a competent foreman or superintendent.

19.5 Contractor will be subject to liquidated damages, in the amount set forth in the Information to Bidders, for each calendar day that it fails to employ a competent foreman or superintendent at the site of the work. Said amount shall be deducted from any money due the **Contractor** not as a penalty but as liquidated damages.

19.6 The **Contractor** represents and warrants:

19.6.1 That he is financially solvent and that he is experienced in and competent to perform the type of work or to furnish the plant, materials, supplies or equipment to be so performed or furnished by him; and

19.6.2 That such temporary and permanent work required by the contract documents as is to be done by him can be satisfactorily constructed

and used for the purposes for which it is intended, and that such construction will not injure any person or damage any property; and

19.6.3 That he has carefully examined the plans, the specifications, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other materials which may in any way affect the work or its performance.

19.7 Contractor shall attend a mandatory weekly / bi-weekly meeting with Engineer

19.8 Contractor is solely responsible for the safety and protection of its **Employees**, either on or off the **Work Site**, and the protection of the condition, safety and integrity of any property affected by this **Contract**.

19.9 **If** at any time before the final acceptance of the work, any material is discovered which does not comply with the **Contract Documents**, such material shall be removed by **Contractor** within seven (7) days of written notice from **Owner**, solely at Contractor's expense, and shall be replaced at Contractor's expense.

19.10 The **Contractor** shall be solely responsible for the storage and maintenance of equipment, materials, tools, etc., wherever said equipment, materials or tools are stored.

ARTICLE 20. COMMISSIONER

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

20.1.1 To review and make final determinations on any and all questions in relation to this **Contract** and its performance;

20.1.2 To modify or change this **Contract** so as to require the performance of **Extra Work** or the omission of **Contract Work**;

20.1.3 To suspend the whole or any part of the **Work** whenever in his/her judgment such suspension is required:

20.1.3(a) In the interest of the **City** generally; or

20.1.3(b) To coordinate the **Work** of the various **Contractors** engaged on this **Project**; or

20.1.3(c) To expedite the completion of the entire **Project** even though the completion of this particular **Contract** may thereby be delayed.

20.1.4 The **Commissioner** shall have the express authority to designate the **City**

Engineer to perform any or all matters elsewhere herein expressly made subject to the **Commissioner's** determination, direction or approval, as well as those matters identified at Articles 20.1.3(a), 20.1.3(b) and 20.1.3(c).

20.1.5 Nothing herein shall create a duty or obligation on the **Commissioner** to protect the health, safety or well being of **Employees of Contractor or Subcontractor**, or to protect the integrity, safety or condition of private property, as said obligation or duty rests solely with the **Contractor** and/or **Subcontractor**.

ARTICLE 21. THE ENGINEER OR ARCHITECT OR PROJECT MANAGER

21.1 The **Engineer** or **Architect** or **Project Manager**, in addition to those matters elsewhere herein delegated to the **Engineer** and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the **Commissioner** or the **City Engineer**:

21.1.1 To determine the amount, quality and location of the **Work** to be paid hereunder;

21.1.2 To determine all questions in relation to the **Work**, to interpret the **Contract Drawings, Specifications and Addenda**, and to resolve all patent inconsistencies or ambiguities therein;

21.1.3 To determine how the **Work** of this **Contract** shall be coordinated with **Work** of other **Contractors** engaged simultaneously on this **Project**; including the power to suspend any part of the **Work**, but not the whole thereof;

21.1.4 To make minor changes in the **Work** as he/she deems necessary, provided such changes do not result in a net change in

cost to the **City** or to the **Contractor** of the **Work** to be done under the **Contract**; and

21.1.5 To amplify the **Contract Drawings**, add explanatory information and furnish additional **Specifications** and drawings, consistent with this **Contract**.

21.2 The **Engineer** shall, on **Projects** for which the **City Engineer** does not perform engineering or construction management duties, have the power to perform those activities, determinations, approvals, etc., specifically designated to the **City Engineer**.

ARTICLE 22. EMPLOYEES

22.1 The **Contractor** and its **Subcontractors** shall not employ on the **Work**:

22.1.1 Anyone who is not competent, faithful and skilled in the **Work** for which he/she shall be employed, and whenever the **Commissioner** or **City Engineer** shall inform the **Contractor**, in writing, that any employee is, in his/her opinion, incompetent, unfaithful or disobedient, that employee shall be discharged from the **Work** forthwith, and shall not again be employed upon it;

22.1.2 Any labor, materials or means whose employment, or utilization during the course of this **Contract**, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of **Work** or similar troubles by workers employed by the **Contractor** or its **Subcontractors**, or by any of the trades working in or about the buildings and premises where **Work** is being performed under this **Contract**, or **Other Contractors** or their **Subcontractors** pursuant to other Contracts, or on any other building or premises owned or operated by the **City**, its **Agencies**, departments, boards or authorities. Any violation by the **Contractor** of this requirement may, upon certification of the **Commissioner**, be considered as proper and sufficient cause for declaring the **Contractor** to be in default, and for the **City** to act against it in a manner the **Commissioner** may deem proper.

ARTICLE 23. LABOR LAW

23.1 The **Contractor** shall strictly comply with all applicable provisions of the Labor Law, as amended.

23.2 The **Contractor** specifically agrees, as required by Labor Law Section 220 and 224-d, as amended, that:

23.2.1 No laborer, workman or mechanic in the employ of the **Contractor** or **Subcontractor**, or other person doing or contracting to do the whole or a part of the **Work** contemplated by this **Contract** shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week except in cases of extraordinary emergency including fire, flood or danger to life or property, or in case of national emergency when so proclaimed by the President of the United States of America. In the event of such proclamation of a national emergency by the President, application for dispensation from the provisions of this section must be made pursuant to the provisions of the war emergency dispensation act of nineteen hundred forty-two, and such dispensation granted pursuant thereto, before any laborer, workman or mechanic may be employed beyond the hours specified in this section.

23.2.2 Prevailing Rate of Wages: The wages to be paid for a legal day's work, as herein before defined, to laborers, workmen or mechanics employed under this contract, shall not be less than the prevailing rates of wages as ascertained by the Treasurer of the City of Rome, or as found from time to time from the New York State Department of Labor, Albany, New York. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the **Work** is being performed.

23.3 Working Conditions: No part of the **Work**, labor or services shall be performed or rendered by the **Contractor** in any plants, factories, buildings or surroundings, at the **Site** or under working conditions which are unsanitary or hazardous or dangerous to the health and safety of employees engaged in the performance of this **Contract**. Compliance with the safety, sanitary and factory inspection **Laws** of the state in which the **Work** is to be performed shall be prima facie evidence of compliance with this article. **City** shall have no duty or obligation to protect the safety, health or well-being of **Employees** or to protect the integrity, safety or condition of property, as said duties and obligations rest solely with the **Contractor**.

23.4 The **Contractor** and its **Subcontractors** shall keep such employment and payroll records as are required by Section 220 of the Labor **Law**.

23.5 At the time the **Contractor** makes application for each partial payment, the **Contractor** shall submit to the **Commissioner** or **City Engineer** a written payroll certification of compliance with the prevailing wage, minimum wage and other provisions and stipulations required by Labor **Law** 220. This

certification of compliance with the provisions of this article shall be a condition precedent to payment and no payment shall be made to the **Contractor** unless and until each such certification shall have been submitted to and received by the **Commissioner**.

23.6 This **Contract** is executed by the **Contractor** with the express warranty and representation that the **Contractor** is not disqualified under the provisions of Section 220 of the Labor **Law** for the award of the **Contract**.

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

ARTICLE 24. PAYROLL REPORTS

24.1 The **Contractor** shall maintain on the **Site** all the original payrolls or transcripts thereof which the **Contractor** and **Subcontractor(s)** are required to maintain pursuant to Labor Section 220. The **Contractor** and **Subcontractor(s)** shall submit original payrolls or transcripts, subscribed and affirmed by it as true, with each and every payment requisition. The **Contractor** and **Subcontractor(s)** shall produce within five (5) **Days** on the **Site** of the **Work** and upon a written order of the **Commissioner, City Engineer or Treasurer**, such original payrolls or transcripts thereof, subscribed and affirmed by it as true, and the statements signed by each worker. In addition, the **Contractor** and **Subcontractor(s)** shall furnish to the **Engineer** upon written demand any other information to satisfy the **Commissioner, City Engineer or Treasurer**, that the provisions of this **Contract** and the Labor **Law**, as to the hours of employment and rates of wages, are being observed. The **Contractor** shall maintain the payrolls or transcripts thereof for six (6) years from the date of completion of the **Work** on this **Contract**.

24.2 When directed by the **City Engineer**, the **Contractor** or **Subcontractor** shall provide the **City Engineer** with an attendance sheet for each **Day** on which **Work** is performed on the **Site**. Such attendance sheet shall be in a form acceptable to the **Agency** and shall provide information for employees of the **Contractor** and **Subcontractor(s)**.

ARTICLE 25. CONTRACT PRICE

25.1 City will pay and the **Contractor** agrees to accept in full consideration for Contractor's performance of the **Work** subject to the terms and conditions hereof, the lump sum price or unit prices upon which this **Contract** was **awarded**, plus the amount required to be paid for any **Extra Work** ordered by the

Commissioner or City Engineer, less credit for any **Work** omitted under this **Contract**.

ARTICLE 26. BID BREAKDOWN ON LUMP SUM

26.1 Within fifteen (15) **Days** after the commencement date specified in Notice to Proceeds, unless otherwise directed by the **City Engineer**, the **Contractor** shall submit to the **City Engineer** a breakdown of its bid price, or of lump sum bid for items of the **Contract**, showing various operations to be performed under the **Contract**, as directed in the progress schedule required under this **Contract**, and the value of each of such operations, the total of such items to equal the lump sum price bid. Said breakdown must be approved in writing by the **City Engineer**.

26.2 No partial payment will be approved until the **Contractor** submits a bid breakdown that is acceptable to the **City Engineer**.

26.3 The **Contractor** shall also submit such other information relating to the bid breakdown as directed by the **City Engineer**. Thereafter, the breakdown may be used only for checking the **Contractor's** applications for partial payments hereunder, but shall not be binding upon the **City**, the **Commissioner**, the **City Engineer** or the **Engineer** for any purpose whatsoever.

ARTICLE 27. PAYMENT AND PARTIAL PAYMENTS

27.1 From time to time as the **Work** progresses satisfactorily but not more often than once a month, the **Contractor** may submit to the **City Engineer** a requisition for a partial payment in the prescribed form, which shall contain an estimate of the quantity and the fair value of the **Work** done during the payment period. The **City Engineer** will process a payment monthly unless the payment request does not exceed one thousand (\$1000) dollars. If the payment is less than one thousand (\$1000) dollars, the **Owner** reserves the right to carry forward the value of work until the next process for payment. The **Owner** will pay the **Contractor** in accordance with the terms of this contract less any amount previously paid the contractor which have not been suitably discharged and less any retained amount as hereafter described.

27.2 Partial payments may be made for materials, fixtures and equipment in advance of their actual incorporation in the **Work**, as the **Commissioner** may approve, and upon the terms and conditions set forth in the General Conditions.

27.3 The **Contractor** shall also submit to the **Commissioner or City Engineer**, in connection with every application for partial payment, a verified statement setting forth the information required under Labor **Law** Section 220-a.

27.4 Within thirty (30) **Days** after receipt of such satisfactory payment application, the **City Engineer** will prepare and certify, and the **Commissioner** will approve, a voucher for a partial payment in the amount of such approved estimate, less any and all deductions authorized to be made by the **Commissioner** under the term of this **Contract** or by **Law**.

ARTICLE 28. PROMPT PAYMENT

28.1 The **Contractor** shall pay each **Subcontractor** or **Materialman** not later than seven (7) **Days** after receipt of payment out of amounts paid to the **Contractor** by the **City** for **Work** performed by the **Subcontractor** or **Materialman** under this **Contract**.

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

ARTICLE 29. FINAL PAYMENT

29.1 After completion and **Final Acceptance** of the **Work**, the **Contractor** shall submit all required certificates and documents, including Release of Liens, together with a requisition for the balance claimed to be due under the **Contract**, less the amount authorized to be retained for maintenance under Article 14. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the **Commissioner**.

29.2 Preparation of Final Voucher: Upon determining the balance due hereunder, other than on account of claims, the **City Engineer** will prepare and certify, for the **Commissioner's** approval, a voucher for final payment in that amount less any and all deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**. In the case of a lump sum **Contract**, the **Commissioner** shall certify the voucher for final payment within thirty (30) **Days** from the date of completion and acceptance of the **Work**, provided all requests for extensions of time have been acted upon.

29.2.1 All prior certificates and vouchers upon which partial payments were made, being merely estimates made to enable the **Contractor** to prosecute the **Work** more advantageously, shall be subject to correction in the final voucher, and the certification of the **City Engineer** thereon and the approval of the **Commissioner** thereof, shall be conditions precedent to the right of the **Contractor** to receive any money hereunder. Such final voucher shall be binding and conclusive upon the **Contractor**.

29.2.2 Payment pursuant to such final voucher, less any deductions authorized to be made by the **Commissioner** under this **Contract** or by **Law**, shall constitute the final payment, and shall be made by the **Treasurer** within thirty (30) **Days** after the filing of such voucher in his/her office.

ARTICLE 30. OWNER'S RIGHT TO WITHHOLD PAYMENTS.

30.1 The **Owner** may withhold from the **Contractor** so much of any approved payments due him as may in the judgment of the **Owner** be necessary:

30.1(a) to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;

30.1(b) to protect the **Owner** from loss due to defective work not remedied; or

30.1(c) to protect the **Owner** from loss due to injury to persons or damage to the work or property of other **Contractors**, **Sub-Contractors**, or any of his **Sub-Contractors**.

30.2 The **Owner** shall have the right to apply any such amounts so withheld in such manner as the **Owner** may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the **Contractor**.

ARTICLE 31. ACCEPTANCE OF FINAL PAYMENT

31.1 The acceptance by the **Contractor**, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any Court, or otherwise, shall constitute and operate as a release to the **City** from any and all claims of and liability to the **Contractor** for anything heretofore done or furnished for the **Contractor** relating to or arising out of this **Contract** and the **Work** done hereunder, and for any prior act, neglect or default on part of the **City** or any of its officers, agents or employees, excepting only a claim against the **City** for the amounts deducted or retained in accordance with the terms and provisions of this **Contract** or by **Law**, and excepting any claims, not otherwise invalid, or any pending dispute resolution procedures which are contained in the verified statement filed with the **Contractor's** final requisition pursuant to the terms of this **Contract**.

31.2 The **Contractor** is warned that the execution by it of a release, in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this article, or those for amounts deducted by the **Commissioner** from the final requisition or by the **Treasurer** from the final payment as certified by the **City Engineer** and

approved by the **Commissioner**, shall not be effective to reserve such claims, anything stated to the **Contractor** orally or in writing by any officer, agent or employee of the **City** to the contrary notwithstanding.

31.3 Should the **Contractor** refuse to accept final payment as tendered by the **Treasurer**, it shall constitute a waiver of any right to interest thereon.

ARTICLE 32. COMMISSIONER'S RIGHT TO DECLARE CONTRACTOR **IN DEFAULT**

32.1 In addition to those instances specifically referred to in other Articles herein, the **Commissioner** shall have the right to declare the **Contractor** in default of this **Contract** if:

32.1.1 The **Contractor** fails to commence **Work** when notified to do so by the **Commissioner** or **City Engineer**; or if

32.1.2 The **Contractor** shall abandon the **Work**; or if

32.1.3 The **Contractor** shall refuse to proceed with the **Work** when and as directed by the **Commissioner** or **City Engineer**; or if

32.1.4 The **Contractor** shall, without just cause, reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the **Commissioner** or **City Engineer**, to complete the **Work** in accordance with the Progress Schedule; or if

32.1.5 The **Contractor** shall fail or refuse to increase sufficiently such working force when ordered to do so by the **Commissioner**; or if

32.1.6 The **Contractor** shall sublet, assign, transfer, convert or otherwise dispose of this **Contract** other than as herein specified; or sell or assign a majority interest in the **Contractor**; or if

32.1.7 The **Contractor** fails to secure and maintain all required insurance; or if

32.1.8 A receiver or receivers are appointed to take charge of **Contractor's** property or affairs, which is not dismissed within twenty (20) days after such appointment, or the proceedings in

connection therewith shall not be stayed on appeal within the said twenty (20) days; or if

32.1.9 The **Commissioner** shall be of the opinion that the **Contractor** is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the **Work**, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if

32.1.10 The **Commissioner** shall be of the opinion that the **Contractor** is or has been willfully or in bad faith violating any of the provisions of this **Contract**; or if

32.1.11 The **Commissioner** shall be of the opinion that the **Work** cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the **Commissioner's** opinion, attributable to conditions within the **Contractor's** control; or if

32.1.12 The **Work** is not completed within the time herein provided therefor or within the time to which the **Contractor** may be entitled to have such completion extended; or if

32.1.13 Any statement or representation of the **Contractor** in the **Contract** or in any document submitted by the **Contractor** with respect to the **Work**, the **Project**, or the **Contract** (or for purposes of securing the **Contract**) was untrue or incorrect when made; or if

32.1.14 The **Contractor** or any of its officers, directors, partners, five percent (5%) shareholders, principals, or other persons substantially involved in its activities, commits any of the acts or omission of an illegal nature; or if

32.1.15 The **Contractor** shall be adjudged bankrupt or make an assignment for the benefit of creditors; or if

32.1.16 The **Contractor** shall fail to make prompt payment to persons supplying labor or materials for the work; or if

32.1.17 The **Contractor** shall fail or refuse to regard and adhere to the **Laws** or ordinances that apply to this Contract, or the instructions of the **City Engineer**.

32.2 Before the **Commissioner** shall exercise his/her right to declare the **Contractor** in default, the **Commissioner** shall give the **Contractor** an opportunity to be heard, upon not less than two (2) **Days** notice.

ARTICLE 33. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

33.1 The right to declare **Contractor** in default for any of the grounds specified or referred to in the previous article shall be exercised by sending the **Contractor** a notice, signed by the **Commissioner**, setting forth the ground or grounds upon which such default is declared (hereinafter referred to as a “Notice of Default”).

33.2 The **Commissioner’s** determination that the **Contractor** is in default shall be conclusive, final and binding on the parties and such a finding shall preclude the **Contractor** from commencing a plenary action for any damages relating to the **Contract**. If the **Contractor** protests the determination of the **Commissioner**, the **Contractor** may commence a lawsuit in a court of competent jurisdiction of the State of New York under Article 78 of the New York Civil Practice Law and Rules.

ARTICLE 34. QUITTING THE SITE

34.1 Upon receipt of such Notice of Default the **Contractor** shall immediately discontinue all further operations under this **Contract** and shall immediately quit the **Site**, leaving untouched all plant, materials, equipment, tools and supplies then on the **Site**.

ARTICLE 35. COMPLETION OF THE WORK

35.1 The **Commissioner**, after declaring the **Contractor** in default, may then have the **Work** completed by such means and in such manner, by **Contract** with or without public letting, or otherwise, as he/she may deem advisable, utilizing for such purpose such of the **Contractor’s** plant, materials, equipment, tools and supplies remaining on the **Site**, and also such **Subcontractors**, as he/she may deem advisable.

35.2 After such completion, the **Commissioner** shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the **Contract Documents**) from the date when the **Work** should have been

completed by the **Contractor** in accordance with the terms hereof to the date of actual completion of the **Work**. Such certificate shall be binding and conclusive upon the **Contractor**, its Sureties, and any person claiming under the **Contractor**, as to the amount thereof.

35.3 The expense of such completion, including any and all related and incidental costs, as co certified by the **Commissioner**, and any liquidated damages assessed against the **Contractor**, shall be charged against and deducted out of monies which are earned by the **Contractor** prior to the date of default. Should the expense of such completion, as certified by the **Commissioner**, exceed the total sum which would have been payable under the **Contract** if it had been completed by the **Contractor**, any excess shall be paid by the **Contractor**.

ARTICLE 36. PARTIAL DEFAULT

36.1 In case the **Commissioner** shall declare the **Contractor** in default as to a part of the **Work** only, the **Contractor** shall discontinue such part, shall continue performing the remainder of the **Work** in strict conformity with the terms of this **Contract**, and shall in no way hinder or interfere with any other Contractor(s) or persons whom the **Commissioner** may engage to complete the **Work** as to which the **Contractor** was declared in default.

36.2 The provisions of this **Contract** relating to declaring the **Contractor** in default as to the entire **Work** shall be equally applicable to a declaration of partial default, except that the **Commissioner** shall be entitled to utilize for completion of the part of the **Work** as to which the **Contractor** was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the **Contractor** on such part.

ARTICLE 37. PERFORMANCE OF UNCOMPLETED WORK

37.1 In completing the whole or any part of the **Work** under the provision of this **Contract**, the **Commissioner** shall have the power to depart from or change or vary the terms and provisions of this **Contract**, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the **Commissioner's** certificate of the cost of completion referred to in this **Contract**, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the **Contractor** hereunder but for its default.

ARTICLE 38. OTHER REMEDIES

38.1 In addition to the right to declare the **Contractor** in default pursuant to this **Contract**, the **Commissioner** shall have the absolute right, in his/her sole discretion and without a hearing, to complete or cause to complete in the same manner as described in this **Contract**, any or all unsatisfactory or uncompleted punch list **Work** that remains after the completion date specified in the Final Approved Punch List. A written notice of the exercise of this right shall be sent to the

Contractor who shall immediately quit the **Site** in accordance with the provisions of this **Contract**.

38.2 Any remedies contained in the **Contract** shall be in addition to any and all other legal or equitable remedies available to the parties.

38.3 The exercise by the **City** of any remedy set forth herein shall not be deemed a waiver by the City of any other legal or equitable remedy contained in this **Contract** or provided under **Law**.

ARTICLE 39. TERMINATION BY THE CITY

39.1 In addition to termination pursuant to any other article of this **Contract**, the **Commissioner** may, at any time, terminate this **Contract** by written notice to the **Contract**. In the event of termination, the **Contractor** shall, upon receipt of such notice, unless otherwise directed by the **Commissioner**:

39.1.1 Stop **Work** on the date specified in the notice;

39.1.2 Take such action as may be necessary for the protection and preservation of the **City's** materials and property;

39.1.3 Cancel all cancelable orders for material and equipment;

39.1.4 Assign to the **City** and deliver to the **Site** or another location designated by the **Commissioner**, any no-cancelable orders for material and equipment that is not capable of use except in the performance of this **Contract** and has been specifically fabricated for the sole purpose of this **Contract** and not incorporated in the **Work**;

39.1.5 Take no action which will increase the amounts payable by the **City** under this **Contract**.

39.2 In the event of termination by the **City** pursuant to this article, payment to the **Contractor** will be for work completed prior to the termination:

39.2.1 On lump sum **Contracts** or on lump sum items, payment shall be on a pro rata portion of the lump sum bid amount, plus approved change orders, based on the percent completion of **Work**, as determined by the **Commissioner** less all payments previously made to the **Contractor**. For purpose of determining the pro rata portion of this lump sum bid amount to which the **Contractor** is entitled, the Bid Breakdown submitted by **Contractor** for this **Contract** shall be considered but not dispositive. The **Commissioner's** determination hereunder shall be final, binding and conclusive.

39.2.2 On unit price contracts or items, payment for all completed units will be the unit price stated in the **Contract**, and for units that have been ordered but are only partially completed, payment will be a pro rata portion of the unit price stated in the **Contract** based upon the percent completion of the unit, less any payments previously made pursuant to this **Contract**.

39.3 In no event shall any payments under this article exceed the **Contract** price for such items.

39.4 The **City** may deduct or set off against any sums due and payable pursuant to this article, any deductions authorized by this **Contract** or by **Law** (including but not limited to damages) and any claims it may have against the **Contractor**. The **City's** exercise of the right to terminate the **Contract** pursuant to this article shall not impair or otherwise affect the **City's** right to assert any claims it may have against the **Contractor** in a plenary action.

39.5 Where the **Work** covered by the **Contract** has been substantially completed, as determined in writing by the **Commissioner**, termination of the **Work** shall be handled as an omission of **Work** pursuant to this **Contract**, in which case a Change Order will be issued to reflect an appropriate reduction in the **Contract** Sum, or if the amount is determined after final payment, such amount shall be paid by **Contractor**.

ARTICLE 40. NO DISCRIMINATION

40.1 The **Contractor** specifically agrees that:

40.1.1 In the hiring of employees for the performance of **Work** under this **Contract** or any subcontract hereunder, neither the **Contractor**, **Subcontractor**, nor any person acting on behalf of such **Contractor** or **Subcontractor**, shall by reason of race, creed,

color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the **Work** to which the employment relates;

40.1.2 It will not engage in any unlawful discrimination against any employees or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

40.1.3 It will not engage in any unlawful discrimination in the selection of **Subcontractors** on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation.

40.2 Remedies for Violating Non-Discrimination:

40.2.1 There may be deducted from the amount payable to the **Contractor** by the **City** under this **Contract** a penalty of one hundred dollars (\$100.00) for each person for each **Day** during which such person was discriminated against or intimidated in violation of the provisions of this **Contract**;

40.2.2 This **Contract** may be cancelled or terminated by the **City** and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation(s) of the terms or conditions of this article.

ARTICLE 41 . MISCELLANEOUS PROVISIONS

41.1 No Claims Against Officers, Agents or Employees: No claim whatsoever shall be made by the **Contractor** against any officer, agent or employee of the **City** for, or on account of, anything done or omitted to be done in connections with this **Contract**.

41.2 Notices: The **Contractor** hereby designates the business address specified in its bid, as the place where all notices, directions or other communications to the **Contractor** may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box (P.O. Box) regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the **Contractor** as the date of such delivery or deposit. Such address may be changed at any time by an instrument in writing, executed and acknowledged by the **Contractor**, and

delivered to the **Commissioner**. Nothing herein shall preclude, are render inoperative the service of any notice, direction or communication upon the **Contractor** personally, or, if the **Contractor** is a corporation, upon any officer thereof.

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

41.4 All Legal Provisions Deemed Included: It is the intent and understanding of the parties to this **Contract** that each and every provision of **Law** required to be inserted in this **Contract** shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this **Contract** shall forthwith upon the application of either party may be amended by such insertion so as to comply strictly with the **Law** and without prejudice to the rights of either party hereunder.

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

41.6 Choice of Law, Consent to Jurisdiction and Venue: This **Contract** shall be deemed to be executed in the **City** of Rome, New York, County of Oneida, New York, State of New York regardless of the domicile of the **Contractor**, and shall be governed by and construed in accordance with the **Laws** of the State of New York and the **Laws** of the United States, where applicable. The parties agree that any and all claims asserted against the **City** arising under this **Contract** or related thereto shall be heard and determined in the courts of the State of New York or Courts of the United States located in Oneida County, New York.

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

THE CITY OF ROME, NEW YORK

By: _____
(Signature of Mayor)

(Printed Name of Mayor)
MAYOR

(Contractor's Name)

By: _____
(Signature of Executing Officer)

(Printed Name of Officer)

(Title)

City Clerk

(ACKNOWLEDGMENT OF OFFICER OF OWNER EXECUTING CONTRACT)

STATE OF NEW YORK }
 } ss.
COUNTY OF ONEIDA }

On this _____ day of _____, 2____ before me
personally

came and
appeared _____
to me known, who being duly sworn, did depose and say that he/she is the

_____ of the City of Rome, New York, described herein,
and he/she executed the foregoing instrument; that by virtue of the authority
conferred on him by law he/she subscribed his name to the foregoing instrument
and that he/she executed the same for the purposes therein mentioned.

(seal)

Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, 2____ before me

personally, came and appeared

_____ ,

to me personally known, who being by me duly sworn did depose and say that he
resides

at _____ ; that he/she is the

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

Notary Public

(seal)

(ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, 2____ before me personally

came and appeared _____
to me personally known, and known to me to be one of the members of the firm

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

Notary Public

(seal)

(ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL)

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 2____ before me
personally, came and
appeared _____, to me known to
be the person described in, and who executed the foregoing instrument and
acknowledged that he executed the same.

Notary Public

(seal)

I, the undersigned, _____ the duly
authorized and acting legal representative of THE CITY OF ROME, NEW YORK,
do hereby certify as follows:

I have examined the foregoing contract and surety bond and the manner of
execution thereof, and I am of the opinion that each of the aforesaid agreements
has been duly executed by the proper parties thereto acting through their authorized
representatives; that said representatives have full power and authority to execute

said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Corporation Counsel

Dated:

INFORMATION TO BIDDERS

1. RECEIPT OF BIDS.

The City of Rome, New York (hereinafter “Owner” or “City”), invites bids on the form attached hereto, all blanks on which must be appropriately filled in.

All bids must be enclosed in a sealed envelope or container, which will be addressed to “Board of Estimate and Contract, City of Rome, New York,” and shall be endorsed

RFB-2025-007 Preventative Maintenance and Repair for HVAC Rome City Hall and City owned Buildings

The Owner may consider as informal any bid not prepared and submitted in accordance with the provisions hereof.

2. QUALIFICATION OF BIDDERS.

In determining the qualifications of a Bidder, the Owner will consider his record in the performance of any contracts for construction work into which he may have previously entered with the Owner, or with public bodies or corporations, and the Owner expressly reserves the right to reject the Bid of such Bidder if such record discloses that such Bidder, in the opinion of the Owner has not properly performed such Contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded his obligations to Subcontractors, material men or employees.

The Owner may make such investigation as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall

furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will Owner, as liquidated damages for such failure, or refusal, the security deposited with his bid.

3. CONDITIONS OF WORK.

Each Bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now or will be performed, failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract documents and to complete the contemplated work for the consideration set forth in his Bid.

4. CONSTRUCTION TERMS AND CONDITIONS.

The Bidder is warned that (1) the Construction Terms and Conditions hereinafter fully set forth in the Form of Contract will be rigidly enforced; (2) preference in the employment of workers shall be given to persons living in Rome, New York.

5. SECURITY FOR FAITHFUL PERFORMANCE.

Simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Owner an executed bond in the amount of one hundred percent (100%) of the accepted Bid as security for the faithful performance of his contract and for the payment of all persons performing labor and furnishing materials in connection therewith, and having as surety thereon such surety company, or companies, as are acceptable to and approved by the Owner.

6. UNIT PRICES.

Proposals must be filled in on proposal sheets attached. The blank spaces in the proposal must be filled in as noted, and no change shall be made in the phraseology of the proposal or in the items mentioned therein. All unit prices to be written in words in the spaces provided and in figures in the space provided.

Proposals that contain any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or that contain irregularities of any kind, may be rejected as informal.

7. TIME FOR COMPLETION.

The completion date for the project is : Not Applicable
Extensive Liquidated Damages Procedure set forth in first three pages of Information to Bidders. (Section 200)

8. OBLIGATION OF BIDDER.

At the time of the opening of Bids each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid.

9. INTENT OF CONTRACT.

The attention of persons intending to make Proposals is specifically called to that paragraph of the Contract, which debar a Contractor from pleading misunderstanding, or deception because of estimates of quantities, character, location or other conditions surrounding same.

10. AWARD OF CONTRACT.

The Board of Estimate and Contract reserves the right to reject any or all Proposals, and may advertise for new Proposals, if in its opinion the best interests of the City will thereby be promoted.

After Bids have been opened and tabulated, the Contract shall be awarded to the lowest responsible Bidder. Upon award of the Contract, the Bidder to whom the Contract is awarded shall be referred to as the "Contractor".

11. ESTIMATES AND PAYMENTS.

In computing amounts in estimate of work done the unit price bid will be used.

Payment of all estimates, including the final, will be made only for actual quantities involved in executing the Contract, and this determination as to the quantities involved in this contract shall be accepted as final, conclusive and binding upon the Contractor.

Upon the completion of the required work as shown on the Plans and Specifications, should the final estimate of quantities show either an increase, or decrease from the approximate estimate of quantities, then such variation will be computed at the unit price bid.

12. SCOPE OF WORK.

Shall be directed by the Engineer in charge (hereinafter as “Engineer in charge”, “E. I.C.” or

“Engineer”), and said Engineer shall either be the City Engineer, or an Engineer, Architect or Construction Manager hired by City, whichever the case may be. All items of work in this contract shall be governed by the New York State Department of Transportation specifications unless explicit instructions are included in these contract documents for any item of work. The Contractor shall obtain all work permits necessary to do work herein contained.

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

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training;
- b) The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (9) (hereinafter called “non-discrimination clauses”). If the Contractor is directed to do so by the contracting agency as such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these nondiscrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that furnishes such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal;
- c) The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the

substance of the provision of clauses to) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine;

d) The Contractor will state, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color or national origin;

e) The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, reports and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law;

f) The Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies involved independently of or in addition to sanctions and remedies otherwise provided by law;

g) The Contractor will include the provisions of clause (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General,

requesting him to intervene and protect the interests of the State of New York.

GENERAL MUNICIPAL LAW

STATE OF NEW YORK

Section 103-a

Effective July 1,1969

"Upon the refusal of a persons, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract. (a) such persons, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services for a period of five year after such refusal, and (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid, all pertinent to Section 103-a of the General Municipal Law of the State of New York."

EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER 11246
PART II - NONDISCRIMINATION IN EMPLOYMENT BY
GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following, employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractors' commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of Paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

NOTICE TO BIDDERS

UNIT BID PRICES

1. UNBALANCED BIDS may be rejected where the unit bid prices are unrealistic to the reasonably estimated cost of performing the work. Bids may be considered informal and rejected, as determined by the Engineer.

CONTRACTOR MUST NOTE

THE ROME COMMON COUNCIL, on March 24, 1993, adopted Resolution No. 52 relative to the hiring of Rome residents. The Common Council of the City of Rome, New York, does recommend that parties bidding on public works projects in the City of Rome take measures to ensure that not less than seventy five percent (75%) of labor hired to perform such work shall be residents of the City of Rome, New York. To accomplish this goal, the successful Bidder, must make a good faith effort to meet the intent of this Resolution.

The successful bidder prior to receipt of final payment must communicate to the Common Council, in writing, all efforts made to accomplish the intent of Resolution No. 52.

WORKERS' COMPENSATION LAW.

Section 57 Restriction on Issue of permits and the entering into Contract unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

State of New York WORKERS' COMPENSATION BOARD
THIS AGENCY EMPLOYS AND SERVES PEOPLE WITH DISABILITIES
WITHOUT DISCRIMINATION.
ROBERT R. SNASHAIL
CHAIRMAN

Dear Sir/Madam:

The Workers' Compensation Law requires that a New York State or municipal agency, department, board, commission or office issues any permit or license, the applicant must submit, to such agency or department, proof that he or she has obtained the required workers' compensation and disability benefits coverage, or that he or she is not required to provide coverage under these Laws. (See attached copies of Section 57 of the Workers' Compensation Law and Section 220, sub. 8 of the Disability Benefits Law.) These requirements also apply to the renewal of an application for a permit or license, and any and all work covered by the permit or license, whether or not a governmental agency is involved.

In addition, effective April 7, 1993, Chapter 213 amended the above Laws to require that before a New York State or municipal agency, department, board, commission or office enters into any contract, the contractor must also submit proof that he or she has obtained the required workers' compensation and disability benefits coverage, or that he or she is not required to provide coverage. These requirements also apply to the renewal of such contracts.

I would appreciate your notifying the permit-issuing and contract-making agencies or departments within your jurisdiction of these requirements so that they may be able to comply with the Law. State Agencies are specifically requested to notify each department or group within their agency, which issues licenses or permits or makes contracts, of the Law's requirements.

Enclosed are samples of Forms C-105.2 and DB-120.1 (Certificates of Insurance), and Form SI-12 (Affidavit Certifying That Compensation has Been Secured), which are designed to provide necessary proof of coverage when completed by the insurance canter and/or the Workers' Compensation Board. Also enclosed is a sample of Form DB-155 (Compliance with DB Law), which may be submitted by self-insured employers under Disability Benefits Law as acceptable proof that disability benefits coverage has been obtained.

Please note that it is acceptable for employers insured by the State Insurance Fund to submit the Fund's computer-generated certificate of insurance as proof of coverage, Form U-26.3 (sample enclosed), in place of prescribed Form C-105.2.

Employers who are not required by Law to provide workers' compensation and/or disability benefits coverage must submit Form C-105.21 (Statement That Applicant Does Not Require W.C. or D.B. Coverage), which when completed by the Workers' Compensation Board is proof that the applicant is not required to carry either type of insurance.

Thank you for your assistance in the enforcement of the above. If you require additional information regarding this or any other workers' compensation or disability benefits matter, please feel free to contact Mr. Frank Rends, Director, WC Compliance, Workers' Compensation Board, 100 Broadway-Menands, Albany, New York 12241 [telephone number (518) 486-51171.

DISABILITY BENEFITS LAW

Section 220 Penalties

8. (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not with standing any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee d so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work invoking the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for ail employees has been secured as provided by this article.

STATE OF NEW YORK
WORKERS COMPENSATION BOARD
**APPLICATION FOR CERTIFICATE OF WORKERS' COMPENSATION
INSURANCE**

The undersigned Employer desires to obtain a Certificate of Workers' Compensation Insurance from the Insurance Carrier:

as satisfactory proof required under the provisions of Section 57 of the
Workers'
Compensation Law, to be filed with
Name:

(Name of Bureau, Department, Corporation, Firm or Individual)
Address:

Locations of operations:

—

Date operations to begin: _____

Telephone No.: _____

Signature: _____

(Name & Title)

(Name of Employer)

(Date)

NOTE: This application must be signed by the Employer if an individual, or if a copartnership by member of the co-partnership, or by an officer if a corporation.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

This is to certify that _____
(name of individual, partnership or corporation)

is insured with _____
(name of insurance provider)

under Policy No. _____ covering
the entire obligation of this employer for workers' compensation under the
New York Workers' Compensation Law with respect to the locations named in
the foregoing application.

The policy term covers the period from _____

To _____. If said policy is changed or cancelled
during its term in such manner as to affect this Certificate, thirty (30) days
written notice of such change or cancellation shall be provided to the Owner,
and ten (10) days written notice in the event of cancellation for non-payment
of premiums.

Signature: _____

(Name and Title)

Telephone No. _____

Title _____

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES
PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

C-105.2(10-94)

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

(a) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly or indirectly, to any other Bidder or to any competitor and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

(BIDDER)

BY: _____

PROJECT: **RFB-2025-007 Preventative Maintenance and Repair for HVAC Rome City Hall and City owned Buildings**

EMERGENCY CONTACT NUMBERS

Contact _____
Name or Names of person(s) to be contacted in case of emergency

CONTACT PERSON NOS. CAN BE REACHED AT*

1. _____

2. _____

3. _____

WEEKEND, AFTER HOURS AND HOLIDAYS CONTACT PERSON

CONTACT PERSON NOS. CAN BE REACHED AT*

1. _____

2. _____

* Please indicate land line telephone, cell-phone and pager numbers (if applicable)
The Engineer will use ONLY numbers listed above to contact Contractor's Representative. The contact person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

FAILURE TO COMPLETE WORK ON TIME

For each calendar day that any work shall remain uncompleted after the Contract date specified for the completion of the work provided for in the Contract, the amount per calendar day specified in Table 108-1, Schedule of Liquidated Damages will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided, however, that due account shall be taken of any adjustment of the contract time for completion of the work as provided for elsewhere in the Contract or Specifications.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended will in no way operate as a waiver on the part of the City of any of its rights under the contract.

The Commissioner of Public Works (hereinafter referred to as “Commissioner”) may waive such portions of the liquidated damages as may accrue if he deems the work is in such condition as to be safe and convenient for the use by the traveling and/or parking public.

The assessing of liquidated damages shall be, in addition to engineering charges as provided for in 108-04 Extension of Time, of these specifications.

TABLE 108-1 SCHEDULE OF LIQUIDATED DAMAGES

Original Contract Amount Liquidated Damages		
<u>From More Than</u>	<u>To and Including</u>	<u>Per Calendar Day</u>
\$ 0	\$ 25,000	\$ 50
\$25,001	\$ 50,000	\$ 75
\$50,001	\$100,000	\$ 200
\$100,001	\$500,000	\$ 500
\$500,001	\$2,000,000	\$ 600
\$2,000,001	\$5,000,000	\$700
\$5,000,000	\$10,000,000	\$800
\$10,000,000		\$1,000

NOTE: Liquidated Damages for Special very large contracts will be specified in the contract proposal.

EXTENSION OF TIME

When the work embraced in the Contract is not completed on or before the date specified therein, all appropriate engineering and inspection expenses incurred by the City, its consultants and inspection agencies, and by railroad companies,

from the scheduled contract completion date to the final date of completion of the work, may be charged to the Contractor. When assessed, the charges shall be deducted from any moneys due the Contractor.

Before assessing such charges, the Commissioner will give due consideration to factors attributing to such delay due to extenuating circumstances beyond the control of the Contractor limited to the following:

1. The work or the presence on the Contract site of any third party, including but not limited to that of other contractors or personnel employed by the City, by other public bodies, by railroad, transportation or utility companies or corporations, or by private enterprises, or any delay in progressing such work;
2. The existence of any facility or appurtenance owned, operated, or maintained by any third party;
3. The act, or failure to act, of any public or governmental body, including, but not limited to, approvals, permits, restrictions, regulations or ordinances;
4. Restraining order, injunctions, or judgments issued by a court;
5. Any industry-wide labor boycotts, strikes, picketing or similar situations, as differentiated from jurisdictional disputes or labor actions affecting a single or small group of contractors or suppliers;
6. Any industry-wide shortages of supplies or materials required by the contract work, as differentiated from delays in delivery by a specific or small group of suppliers;
7. Unusually severe storms of extended duration or impact, other than heavy storms or climatic conditions which could generally be anticipated by the bidders, as well as floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides, or other catastrophes;
8. Determination by the Department to open certain sections of the project to traffic before the entire work is completed;
9. Major unanticipated additional work, which significantly affects the scheduled completion of the contract;
10. Failure of the City to provide individual rights-of-way parcels for an extended period of time beyond that indicated by the contract if such unavailability, as determined by the Commissioner, significantly affects the scheduled completion of the contract.

Such charges will be assessed in cases where the work has been unduly delayed by the Contractor for unwarranted reasons, inefficient operations, or for any other reason for which the City determines the Contractor to be liable. Reasonable time necessary for reviews by the City or its agents of shop drawings, for changes or additions to the work to meet field conditions which do not significantly affect the scheduled completion of the Contract, delays incurred by seasonal and weather limitations, localized labor actions and shortages of supplies or materials, and other

situations which should be anticipated are neither compensatory nor eligible for extensions of time without the assessment of engineering and inspection charges.

NOTICE TO BIDDERS

1. All work shall be done in such a manner as to not obstruct, impede or interfere with the operation of National Grid Power Corporation's facilities. All earth or soil disturbed by the work being performed by the Contractor shall be replaced with proper fill and the surface thereof restored to natural ground level.

2. Contractor, in excavating with mechanized excavating equipment, blasting or demolition, shall not strike or damage any gas pipe or its protective coating or any other underground facilities of National Grid Power Corporation, which is part of its gas system and shall protect said facilities against possible damage. If such facilities having been staked or marked in accordance with the standard procedure of National Grid Power Corporation are to be exposed or are likely to be exposed, hand-digging only shall be used in such circumstances, and such support as may be necessary for the protection of the facilities shall be employed, and such support must be approved by a representative of National Grid Power Corporation, provided, however, that nothing contained herein shall limit or reduce the statutory duty as provided for in Section 322-a of the General Business Law of the State of New York, reference to which is hereby made.

3. In the event that damage does occur to underground gas pipes or other facilities, including damage to coating of the gas pipe, Contractor shall immediately notify National Grid Power Corporation. Said damages are to be repaired by National Grid Power Corporation at the cost and expense of the Contractor.

4. Contractor shall avoid shock loading of National Grid Power Corporation's pipes, such as would be experienced with the use of hydro hammers.

CAUTION TO BIDDERS

Erasures or crossing out figures or words in the amount columns of Bid Sheet **will NOT be permitted**. If erasures or crossing out appears on any sheet, it will justify the Board of Estimate and Contract of the City of Rome, New York, to disqualify the entire contract bid in which it appears.

In the event errors are made on any Bid Sheet, the bidder may call for and receive new ones from the Department of Engineers by surrendering the sheet the errors were made on.

CAUTION TO BIDDERS

If, for any reason caused by construction, reconstruction, removal or relocation, any STOP, YIELD, or other TRAFFIC SIGN DEVICE at any street intersection is removed, it MUST BE IMMEDIATELY RESET to assure maintenance of traffic as established by Ordinance and Law of the City of Rome.

If, for any reason, there should be a temporary delay in resetting a device, it will be the obligation of the Contractor to furnish a flagman or other suitable guidance of traffic and the proper authorities are to be NOTIFIED.

CERTIFICATION OF MATERIALS

The Contractor shall provide the City of Rome with certified records of testing and/or certified statements from the manufacturer that materials furnished under this contract have been manufactured and tested in conformity with the specifications.

DEFECTIVE WORK OR MATERIALS

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials may have been previously inspected by the City of Rome and accepted or estimated for payment.

INSPECTION OF THE SITE

The Contractor is advised to carefully examine the work areas to make his own determination of the existing conditions. Submission of the proposal for performance of the work implies that the bidder has examined the existing work areas, and has acquainted himself by means of site inspection and other means with all the requirements of the work. No claims for additional compensation will be considered because of the bidder's failure to fully inform himself or his subcontractors of all said requirements.

NO GUARANTEE

The Owner does not guarantee that structures, equipment, piping, conduits and other appurtenances encountered during construction will be the same as those indicated on the drawings of the specifications. The Contractor must satisfy himself regarding the character, quantities and conditions of the various materials and the work to be done. The Contractor shall make necessary modifications in the

work relating to existing structures as may be required where existing equipment and appurtenances, etc. are not found exactly as indicated, without additional compensation or extension of time.

IG2 - SCHEDULE

Considering specific constraints or other criteria outlined herein, the Contractor shall prepare a detailed schedule which sets forth his program of operations to effectively control erosion and sediment runoff at all times during construction of the work. Two (2) copies shall be kept at the Project site at all times, and shall be made available for examination by authorized representatives of the regulatory agencies having jurisdiction over the Project.

The schedule shall be arranged so as to include:

- a) Chronological completion dates for each temporary (and permanent) measure for controlling erosion and sediment;
- b) Location, type and purpose for each temporary measure to be undertaken;
- c) Dates when those temporary measures will be removed.

Permanent structures, which may be specified elsewhere in the Contract Document, shall be incorporated in the regular Progress Schedule for completing the work.

IG3 - ADJUSTMENTS

If the planed measured do not result in effective control of erosion and sediment runoff, to the satisfaction of the regulatory agencies having jurisdiction over the Project, the Contractor shall immediately adjust his program and/or institute additional measures so as to eliminate excessive erosion and sediment runoff.

AWARD OF CONTRACT

Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving, price, time or changes in the work and to negotiate contract terms with the successful bidder and the right to disregard all non-conforming, non-responsive, unbalanced or conditional bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Owner and/or project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria

established by owner. Bidder to whom contract is awarded shall be referred to as the "Contractor".

Discrepancies between words or figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Bids containing incomplete or no price information for any bid item which thus prevents evaluation of the extended total for that Bid item will be rejected.

SECURITY AND GUARANTEE:

Before the final payment is made to the contractor by the City for **all work** performed under this contract, the Contractor must deliver to the City an Executed Guarantee Bond or Maintenance Bond in the amount of 100 percent (100%) of the final estimate for all work. This Bond will be in effect for **ONE 1 YEAR** from the date of final acceptance of the work, and, notwithstanding any provision of the Contract or this document to the contrary, for purposes of this provision, the final acceptance date will be the date of final payment, or as approved by the Commissioner of Public Works. The bond shall be approved by the Corporation Counsel.

NOTICE TO ALL BIDDERS

Prior to the exceeding of any item, which will result in the increase in the total Contract price, approval of the City of Rome Board of Estimate and Contract must be obtained. The Contractor must give written notice of exceeding the price of any item to the Commissioner of Public Works or his representative. Without formal approval of the Board of Estimate and Contract, or the written acceptance by at least 3 (three) board members, the Contractor is not authorized to proceed. If the Contractor undertakes any work without approvals listed above, it is at their full responsibility and does not obligate the City or its agents in any way.

The Department of Engineers' will reserve the right to delete or add any items or special projects to this project

Contractors and/or Subcontractors are hereby put on notice that the provisions of Industrial Code Rule 53 (12 NYCRR) effective April 1, 1975 apply to this project and no direct payment for any work required by the Code will be made.

INFORMATION TO BIDDERS

The City of Rome recognizes the importance of having public works projects completed efficiently, on time and within budget. The City further understands an important element in obtaining these goals is the utilization of capable, well-trained persons. The City acknowledges that Trade Unions are a potential source of such persons.

The City recognizes the possibility for individual contractors to enter into agreements with Labor Unions for the provision of skilled laborers and encourages the execution of such agreements.

The City of Rome will give significant attention to Contractors utilizing Union labor and to Contractors whom agree to the use of project labor agreements with the local trades.

SOIL EROSION, WATER AND AIR POLLUTION ABATEMENT.

The Contractor shall schedule and conduct his operations to minimize erosion of soils and to minimize silting and muddying of streams, rivers, irrigation systems, impoundments (lakes, reservoirs, etc.) and lands adjacent to or affected by the work. Construction of drainage facilities and performance of other contract work, which will contribute to the control of erosion and sedimentation, shall be carried out in conjunction with earthwork operations, or as soon thereafter as practicable. The area of bare soil exposed at any one time by construction operations shall be kept to a minimum.

At the pre-construction conference or prior to the start of the applicable construction, the Contractor shall submit to the Engineer, for acceptance, schedules for accomplishment of temporary and permanent erosion control work as are applicable for clearing and grubbing; grading; and bridges and other structures at watercourses; construction; and paving. In addition, he shall also submit for acceptance, at the same time, his proposed method of erosion control on haul roads and borrow pits, and his plan for disposal of surplus excavated materials. No work shall be started until the erosion control schedules and methods of operation have been accepted by the Engineer. If conditions change during construction, the Contractor may be required to submit a revised schedule for acceptance as directed by the Engineer.

Whenever the Contractor's operations, carried out in accordance with the approved erosion control schedule, result in a situation where temporary erosion control measures not shown on the plans, must be taken and these measures are

approved or ordered by the Engineer, the Contractor shall conduct this work in accordance with the provisions in NYSDOT §209, "Temporary Soil Erosion and Water Pollution Control."

In carrying out the control measures under this subsection, the Contractor will be guided by, but not limited to, the following controls:

A. When borrow material is obtained from other than commercially operated sources, erosion of the borrow site shall be so controlled both during and after completion of the work that erosion will be minimized and minimal sediment will enter waterways, impoundments or adjacent properties. Waste or spoil areas and construction roads shall be located, constructed and maintained in a manner that will minimize sediment entering waterways and impoundments. The Contractor shall submit grading plans for all borrow pits or areas, spoil or waste areas to the Engineer for acceptance prior to the start of work on, or the use of, such areas. The grading plans shall indicate the sequence of operations, temporary slopes, and other factors, which may have an influence on erosion control;

B. Frequent fording of live waterways will not be permitted; therefore, temporary bridges or other structures shall be used wherever an appreciable number of waterway crossings are necessary. Unless otherwise approved in writing by the Engineer, mechanized equipment shall not be operated in live waterways;

C. When work areas or gravel pits are located in or adjacent to live waterways and impoundments, such areas shall be separated from the rest of the waterway or impoundment by a dike or other barrier to minimize sediment entering a flowing waterway or impoundment. Care shall be taken during the construction and removal of such barriers to minimize the muddying of a waterway or impoundment;

D. All waterways shall be cleared as soon as practicable of false-work, piling, debris or other obstructions placed during construction operations and which are not a part of the finished work. Ditches which are filled, or partly inoperative shall be cleaned and made operative before the Contractor stops work for any day, and shall be maintained in a condition satisfactory to the Engineer for the duration of the contract;

E. Water from aggregate washing or other operations containing sediment shall be treated by filtration, settling basin or other means sufficient to reduce the turbidity so as not to cause a

substantial visible contrast to natural conditions. Wash water or waste from concrete mixing operations shall not be allowed to enter waterways or impoundments;

F. Pollutants such as fuels, lubricants, bitumen's, raw sewage and other harmful materials shall not be discharged in, on or near waterways and impoundments or into natural or manmade channels leading thereto;

G. All applicable regulations of fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be complied with in the performance of the contract;

H. Any material generated by any activity for the development, modification and construction of any transportation facility *shall not* be burned on or off the contract site. This shall include but not be limited to land clearing material and demolition material. Such material shall hereinafter be referred to as disposable material in the clearing and grubbing specifications;

I. The Contractor shall not discharge dust into the atmosphere of such quantity, character or duration that it unreasonably interferes with the comfortable enjoyment of life and property or is harmful to plants or animals.

No payment will be made for any labor, material or equipment needed for soil erosion, water and air pollution abatement as described above.

When it becomes necessary, the Engineer will inform the Contractor of unsatisfactory construction procedures and operations insofar as erosion control, water and air pollution are concerned. If the unsatisfactory construction procedures and operations are not corrected promptly, the Engineer may suspend the performance of any or all of other construction until the unsatisfactory condition has been corrected.

SUBMITTALS

Whenever a material or article is specific or described and/or a particular manufacturer or vendor is mentioned, the specific item/method shall be understood as established. The type of function or quality desired from other products of equivalent function or quality will be accepted. The low Bidder will submit other products to be reviewed and approved by the Engineer in charge prior to award of Project.

The following submittal will be required and to be approved before work begins. All submittals will include material certifications:

1. Precast concrete Manholes, frames and grates;
2. Precast concrete Drainage Inlet Structures, frames and grates;
3. All pipe items: concrete, copper, P.V.C., HDPE, D.I.;
4. Soil, topsoil and supplier;
5. Concrete and Concrete supplier;
6. Gravel, stone and supplier;
7. Water valves boxes;
8. Granite, curb supplier;
9. Bitumen and supplier;
10. Precast concrete Leach basins, frames and grates;
11. Stabilization fabric;
12. All Water Service items curb stop, Corporation and couplers;
13. Epoxy road marking paint

Some items will require testing as directed by the Engineer.

SPECIAL NOTICE TO BIDDERS FOR:

1. BID SECURITY.

Each bid must be accompanied by cash, Bid Bond, or by the certified check of the bidder in amount not less than five percent (5%) of the amount of the bid.

2. LIQUIDATED DAMAGES. (Execution of Contract and Bond)

The successful bidder, upon his failure, or refusal, to execute and deliver the contract and bond required within ten (10) days after he has received notice of the acceptance of his bid, shall be subject to Liquidated Damages as set forth at Table

108-1 of Section 200--INFORMATION TO BIDDERS, attached hereto.



TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR HVAC SYSTEM LOCATED AT:

**ROME CITY HALL
198 N. WASHINGTON STREET
ROME, NEW YORK 13440**

TECHNICAL SPECIFICATIONS

PREVENTIVE MAINTENANCE AND REPAIR FOR HVAC EQUIPMENT LOCATED AT ROME CITY HALL

I. OVERVIEW:

The successful vendor shall maintain and service each complete piece of HVAC equipment as scheduled and described herein commensurately with the terms and conditions subsequently set forth. The vendor shall use only factory-trained personnel to fulfill the terms and conditions subsequently set forth. The personnel shall be qualified and experienced to maintain and service the scheduled equipment and they shall further demonstrate and use all reasonable care in the performance of their duties. The vendor shall maintain and service the scheduled equipment in a professional manner that will optimize operating condition efficiency and safety. The vendor shall furnish for the City of Rome, all labor, parts/materials, miscellaneous items, refrigerant, equipment and technology commensurate with the performance of duties to render service to City of Rome as per the specifications herein. It will be the contractor's responsibility to keep available at his premises a complete full charge of R-134A Refrigerant for City Hall Chiller in case chiller requires recharging. Also, contractor will accept all responsibility for current charge of R-134A Refrigerant in this unit.

II. MAINTENANCE SERVICE REQUIREMENTS:

Full Maintenance Service

This service shall cover all breakdowns associated with the operation of the scheduled equipment. The vendor shall maintain the scheduled equipment in such condition that it may be operated and utilized at its original capacity and intended Use. All parts, labor and emergency service shall be included in contract.

III. CONTRACT EXCLUSIONS:

The items listed below are not a part of the service to be rendered by the vendor under the terms of the specifications:

1. Water treatment
2. Damage due to freezing weather.
3. Piping other than refrigerant piping.
4. Corrosion damage to water side of equipment.
5. Water supply and drain lines beyond the equipment valves.
6. Structure of equipment.

IV. NON-RESPONSIBILITY:

The vendor shall be responsible for notifying in writing to the City of Rome designated representative, of the existence of any defects in, or repairs required to, the air conditioning equipment scheduled herein which he/she (the vendor) does not believe to be his responsibility under the terms and conditions of these specifications. The vendor shall furnish a written estimate of such costs to safely correct any such defects or make the remedial repairs required in his view. The City of Rome reserves the right to make the final determination concerning the responsibility for such alleged defects or repairs. This must be done within 30 days of contract award.

V. HAZARDS:

The vendor shall be responsible for giving immediate verbal notice, backed up with written notice, to the City of Rome designated representative of any condition which he discovers that may present a safety hazard to either operating personnel or any covered equipment, regardless of type of service specified.

Regulatory Compliance

The contractor represents that all goods and services provided shall comply with all applicable standards, rules and regulations in effect for the requirements of federal, state and local laws and regulations as applicable, including the Consumer Product Safety Act, Occupational Safety and Health Act, as amended, or other applicable laws or regulations.

VI. HOUSEKEEPING

The vendor shall provide a high standard of housekeeping while working on City premises, that is satisfactory to the City of Rome's designated representative. At all times, the vendor shall keep the premises free from accumulation of waste materials, tools, equipment or rubbish caused by his operations. Upon completion of his work, the vendor shall clean all surfaces of the equipment worked on and leave the work area "broom clean" or its equivalent. Should the vendor fail to clean up to satisfaction of the City's designated representative, the City of Rome

will clean the area and the cost thereof, as determined by the City, shall be deducted from the vendor's monthly payment for services rendered.

VII. REPLACEMENT PARTS

All replacement parts shall be new and specifically designated for the HVAC equipment on which they are to be used. They shall be the particular HVAC equipment manufacturer parts. No used parts will be authorized. The vendor shall maintain sufficient supply of minor and emergency parts for immediate use for the repair of each specific piece of HVAC equipment scheduled herein along with a complete charge of R-134A Refrigerant in case chiller at City of Rome required refrigerant.

VIII. CONTRACTOR'S RESPONSIBILITIES

The contractor shall furnish a constant high level of service to protect all scheduled equipment from deterioration and foster peak performance, minimum downtime and safety. The vendor shall maintain system original operating parameters. No changes to the system shall be made without authorization in writing from the City of Rome's designated representative. The contractor shall consult the HVAC equipment manufacturer for feasibility of any proposed changes to the system and communicate same to the City of Rome. The vendor will be required to complete a checklist after each visit to a facility as evidence that service or maintenance was rendered.

The vendor's service personnel, upon entering the City's premises, shall check in with the City's designated representative and upon leaving the premises, shall also check out with the same representative. Unescorted personnel will not be allowed on premises. This procedure shall be used to facilitate the exchange of the following information:

- a. Trouble reports
- b. Instructions
- c. Explanation for service rendered
- d. Entries into job log showing time arrived/departed by vendor and description of work performed.

All scheduled HVAC equipment shutdowns and [or out of service periods must be coordinated with the City's designated representative. The maximum shutdown and/or out of service periods must be coordinated with the City's designated representative. The maximum shutdown for minor repairs shall be eight hours, and major repairs for three days.

The vendor must advise the City of Rome in writing stating his ability to maintain the HVAC equipment maintenance and service program during any strike or work stoppage by his normally employed work force,

Prior to the award of a contract, the successful vendor shall furnish to the City of Rome's designated representative, for review and approval, samples of the vendor's standard forms covering:

- a. Repair time tickets
- b. Inspection check lists
- c. Safety test report forms
- d. Lubrication schedules
- e. Preventive maintenance schedules
- f. Service schedules

The aggregate of these forms must indicate the following for each HVAC call:

- a. Date and time each inspection was made
- b. Explanation of adjustments, repairs made
- c. Faults and defects found
- d. Safety hazards discovered
- e. Routine service and lubrication initiated
- f. Was work performed during normal work hours or as an emergency call

Conduct operator-training classes at least once during operating season, at the discretion of the City of Rome. The classes shall be conducted at each individual facility.

After each scheduled inspection, emergency service call or major repair overhaul, furnish a complete Written report describing work performed and unit condition. All written reports of work performed by the vendor shall be signed and dated by the City of Rome's designated representative.

Only qualified major manufacturer's trained mechanics will be utilized under this contract. Proof of such major manufacturers training will be submitted with the bid. Failure to do so may constitute grounds for rejections. The vendor must maintain in full time employment, during the entire term of the contract, qualified mechanics as specified above that are experienced in the area of initial startup, preventive maintenance and major repair/overhaul service per manufacturing specifications on the HVAC equipment covered herein.

IX. COMMUNICATIONS

The vendor shall furnish to the City of Rome's designated representative, in writing, a list of personnel and their phone numbers (home and office) for use by the City of Rome during normal and emergency conditions. The vendor shall also furnish phone numbers (home and office) for the company's representative located at both a local office and regional office.

X. ASSIGNMENT OF CONTRACT

There shall be no assignment of this contract to any other party by the contractor without the City of Rome's authorization.

XI. WORKDAY

The normal non-emergency work covered by this specification shall be performed on the premises between the weekday hours of 8:00 Am and 4:30 PM, Monday through Friday.

XII. EMERGENCY SERVICE

Emergency service shall be rendered by the contractor during any time of day, night, weekdays, and holidays, inclusive. The response time for emergency service on the City of Rome's premises shall be two (2) hours after notifying the contractor, a local pager number that is answered on a twenty-four (24) hour basis. All emergency service must be authorized in advance by the City of Rome's designated representative.

XIII. DRAWING - DIAGRAMS:

The City of Rome will make available to the vendor, for use at the City Hall Building, any drawings and diagrams it has in its possession for the scheduled equipment. The contractor must rely on his own resources for drawings and diagrams that the City of Rome cannot reasonably obtain.

XIV. INSURANCE AND BONDS:

GENERAL: The vendor shall procure and deliver to the City of Rome and maintain at his own expense, and without expenses to the City of Rome, until completion of the term of the contract and specified rendered, the below listed bond and insurance.

FAITHFUL PERFORMANCE BOND: Simultaneously with delivery of the executed contract, the successful bidder must deliver to the City of Rome an executed bond in the amount of said contract and for the payment of all persons performing labor and furnishing materials in connection therewith, and having as surety thereon such surety company, or companies, as are acceptable to and approved by the City of Rome.

INSURANCE: Simultaneously with delivery of the executed contract, contractor must submit a certificate of insurance.

The requirements that need to be on a Certificate of Insurance are:

Workers' Compensation — vendor must supply proof of their Workers' compensation insurance. If they are not required to carry it, then they must supply a letter stating that they are a sole proprietor and/or have no employees and are not required to carry Workers' compensation. Should generally be reported on a separate page.

General liability — Requires \$1,000,000 for property damage and not less than \$1,000,000 for personal injury and death and not less than \$2,000,000 aggregate. If vehicles are used, there should be a \$1,000,000 auto liability showing.

In the **description section**, it should say "The City of Rome is included as additional insured".

Certificate holder and additional insured should be the City of Rome only,, It should not include an individual department or the name of an individual person.

In the **Cancellation section** at the lower right-hand corner of the Certificate, it should have "30 days written notice".

XV: PREVAILING WAGE

All personnel employed by the vendor for this contract shall be compensated at the prevailing rate, including supplemental benefit payments as determined by the New York State Department of Labor, Bureau of Public Works.

XVI. SITE VISIT

Each prospective vendor shall visit all premises where scheduled maintenance and service of HVAC EQUIPMENT IS REQUIRED BY THE SPECIFICATIONS. As a result of the site visit, the prospective vendor will be regarded by the City of Rome as having full knowledge of the physical conditions, refrigerant charge and equipment at each facility. Bidders must contact the Commissioner of Public Works at 315-339-7625, or his designee, to schedule an appointment of the required site visit.

XVII. BID GUIDELINES

Failure of the prospective contractor to thoroughly understand all aspects of the specifications and proposal before submitting his bid will not act as an excuse to permit withdrawal of his bid nor secure relief on plea of error.

By submitting a bid, the prospective vendor agrees that he has examined the site and the specifications, and descriptions are adequate and the required result can be produced under the specifications and description. No claims for any extra will be allowed because of alleged impossibilities in the production of the results specified, or because of inadequate or improper specifications, and whenever a result is required, the successful vendor shall furnish any and all extras and make any changed needed to produce, to the satisfaction of the City, the required results.

XVIII. CONTRACT PERIOD AND PAYMENTS

The terms of contract shall commence upon approval by the City of Rome Board of Estimate and Contract. The contract period will be for two years from date of award. With one (1) extensions of twelve (12) months each may be awarded upon mutual agreement between the City of Rome and the contractor.

Payments to the contractor shall be on a monthly basis for the duration of the contract. The monthly payment will represent one-twelfth (1/12) of the bid amount on a per facility basis.

XIX. SCOPE OF WORK

Scheduled maintenance functions shall be performed in accordance with the frequencies in conformance with manufacturer's recommendations or manuals. Attached hereto are some recommendations, but not limited to, manufacturers' specifications. These recommendations are to be considered a minimum under which the contract will be performed. The contractor is to maintain the equipment in 100% operating condition. It will be the contractor's responsibility to accept air cooled chiller at Rome City Hall in its current condition including its refrigerant charge. An inspection by City of Rome will be made each year.

XX. LIST OF SCHEDULED EQUIPMENT

LOCATION #1: Rome City Hall; 198 North Washington St., Rome, NY 13440

(1) York Air-Cooled Chiller

Model No YLAA0136SE46XFB

Serial No 2498F49829

- Direct Digital Controls To Pneumatic Actuators

Entire Building Control System:

- Pneumatic air compressor and pressure system
- All temperature, humidity and pressure controls
- All valves and valve switches
- All switches and relays

- All thermostats and temperature sensors
- All connecting pneumatic tubing
- Pressure sensors
- Time clocks
- Damper motors
- (2) B&G Cold water pumps including, but not limit to, motors
- (2) B&G Hot water pumps, including, but not limited to, motors
- (5) Johnson Control Panels
- All five (5) Air Handlers and Return and Supply including, but not limited to, motors, pulleys, belts, chives, shafts, etc
- All units heaters — Train Eleven (11) including, but not limited to , motors
- Four (4) perimeter circulating pumps B&G including, but not limited to, motors, valves on inlet and outlet
- Exhaust fan including, but not limited to, motor (location: roof mechanical room)
- Bathroom exhaust fan including, but not limited to, motor (location: main roof top)
- (2) Ajax Boilers
- Model WFC1050
- BTU Input
- BTU Output 861,000
- IT (Information Technology) Room Exhaust Fan, but not limited to motor, Location: Boiler Room
- All unit heaters, including thermostats.
- Supply and proper sizing of filters is the responsibility of the contractor.
- Contractor shall supply and replace all filters quarterly (every 3 months).

NOTE: Responsibility will be for all listed equipment and labor to include any maintenance or repairs necessary to keep equipment in original operating condition.

XXI. VENDOR QUALIFICATION

The contractor must own and have available for immediate use within vicinity, at all times, a complete set of pertinent HVAC equipment maintenance and repair tools and instruments along with full charge of R-134A refrigerant for City Hall Chiller.

The contractor shall present satisfactory evidence that he is able to acquire major replacement parts of manufacturer from the manufacturer, and that such part of parts, shall be compatible for interchange with the work or defective part replaced without damage to any other related part, or impairment to the operation of the HVAC equipment and the expected life thereof.

The contractor must own and have available at all times, in stock, for immediate delivery and installation, sufficient supply of emergency spare parts for the repair of the HVAC equipment.

All service personnel shall be equipped with identification and all hand tools and supplies customarily required for service and maintenance of HVAC equipment. Onsite service personnel must carry some type of alerting device (pager) to facilitate dispatch during emergencies.

The vendors at office shall stock and maintain an inventory of tools, replacement parts, and also have available on short delivery schedules from their own stocking warehouses all compatible replacement components and parts required for immediate repair of all HVAC equipment under this contract.

The successful vendor will be required to demonstrate his experience and qualifications in the servicing and repairing of the make and type of HVAC equipment covered by this specification.

The equipment, experience, qualifications and past service of all vendors will be a consideration in the awarding of any HVAC equipment service contracts.

XXII. MAINTENANCE SERVICE:

NOTE: The included services listed below are just a guide and in no way limit the contractor from his responsibility.

A. YORK Air-Cooled Chiller

1. GENERAL MAINTENANCE: The contractor is required to maintain the equipment in accordance to the manufacturer's most current recommendations. This contract will include all parts and labor and required fluids associated with this service.
2. WRITTEN REPORTS: Provide to customer representative following each regular inspection or emergency call.
3. SEASONAL START UP: As required by manufacturer.
4. SCHEDULED PREVENTIVE MAINTENANCE: As required by the manufacturer.
5. EMERGENCY SERVICE: This coverage includes emergency calls between inspections as required for purpose of diagnosis of trouble, adjustment, minor repairs, or resetting of controls.
6. ANALYSIS SERVICES: As required by the manufacturer.
7. CLEAN CONDENSOR COILS: If required and in accordance with manufacturer recommendations.

8. ANNUAL OPERATORS TRAINING: Training of operators or building engineers on the equipment covered as requested by the City of Rome.
9. REPLACEMENT PARTS AND COMPONENTS; All parts, refrigerant, oil and other material to complete repairs due to defects shall be furnished within provisions of this agreement.
10. MAJOR REPAIR LABOR: This includes all labor to diagnose repair or replace failed components of the equipment covered within provisions of this agreement.

B. AUTOMATIC TEMPERATURE CONTROLS

1. ANNUAL WINTER MAINTENANCE: Clean sampling chamber of duct mounted smoke detectors (if applicable by manufacturer's recommendations)
2. SEMI-ANNUAL INSPECTIONS: An inspection shall be performed during the heating season and during the cooling season and will include:
 - a. Calibrate major systems controls
 - b. Check system operating sequences
 - c. Clean control panels (wipe panel surfaces with cleaning rag and blow dust out of cabinets with compressed air or vacuum)
 - d. Check operating conditions of duct system smoke detectors (voltage check or recheck via sampling chamber and adjust sensitivity as required)
 - e. Check damper operation for misalignment, binding and shutoff; correct as necessary.
 - f. Check control air pressure at each system and record the pressure level and location of the lowest main air pressure. Adjust main air PRV at compressed air system if necessary (pneumatic system only)
 - g. Measure and record primary and secondary voltage of system transformer or power supply on primary control system (electric/electronic system only)
3. SCHEDULED PREVENTIVE MAINTENANCE: Four (4) Inspections during the operating season will be made to include the following:
 - a. Visually check control valves for leaks
 - b. Visually check dampers and linkages and oil as required.
 - c. Check time clock settings and day/night thermostat set points.
 - d. Inspect changeover control stations and record the mode system is in at time of inspection. Correct as necessary. Record outside air temperature and ambient conditions in a pre-elected spot identified in contract documents.

C. TOTAL MAINTENANCE – PUMPS

1. SEASONAL START UP
 - a. Clean pump strainers
 - b. Lubricate pump bearings per manufacturer's recommendations
 - c. Lubricate motor bearing per manufacturer's recommendations
 - d. Tighten all nuts and bolts. Check motor mounts vibrations pads. Replace and adjust as required.
 - e. Visually check pump alignment and coupling
 - f. Check motor operating conditions
 - g. Inspect electrical connections and contractors
 - h. Check and clean strainers and check hand valves
 - i. Inspect mechanical seals or pump packing. Replace and adjust as required
 - j. Operate pumps and check efficiency
2. SCHEDULED PREVENTIVE MAINTENANCE: Five (5) inspections during the operating season will be made to include:
 - a. Lubricate motor bearings per manufactures recommendations
 - b. Lubricate pump bearings per manufacturer's recommendations
 - c. Check suction and discharge pressures
 - d. Check packing or mechanical seal and adjust as necessary
 - e. Check motor voltage and amperage

D. RECIPROCATING CONDENSING UNIT

1. ANNUAL WINTER MAINTENANCE: Once a year a thorough preventive maintenance schedule will be performed including the following:
 - a. Check unit thoroughly for refrigerant leaks
 - b. Check and calibrate safety and operating controls
 - c. Meg test compressor motor
 - d. Check and tighten all electrical terminal and check contacts for wear
 - e. Check oil level in compressor and add as required
 - f. Tighten motor terminals and control panel terminals
 - g. Check crankcase heater
 - h. Check external interlocks, flow switch, pumps and fans
 - i. Check oil sample for acid
 - j. Report any uncorrected deficiencies noted
2. WRITTEN REPORTS: Provide to customer representative following each regular inspection or emergency call.

3. SEASONAL START UP:
 - a. Meg test pump motor and record readings
 - b. Start machine. Check controls and calibrate
 - c. Make complete operating log and record readings
 - d. Check refrigerant and oil levels
 - e. Check operation and refrigerant pressures
 - f. Check starter operation, voltage and current
 - g. Check external interlocks
 - h. Set up operating log with operator, instruct and advise trouble shooting techniques
4. SCHEDULED PREVENTIVE MAINTENANCE: Five (5) operating inspections during the operating season will be made and include:
 - a. Make complete operating log and record proper operating temperatures, pressures, voltages and amperages
 - b. Check and adjust operating and safety controls
 - c. Check operation of crankcase heater
 - d. Check compressor oil level and add as required
 - e. Check operation of control circuit
 - f. Check operating log with operator, discuss operation of the machine generally
 - g. Check water and air flow of evaporator and condenser
 - h. Check superheat
 - i. Check operation of all motors and starters
 - j. Report to operator any uncorrected deficiencies noted
5. ANALYSIS SERVICES: Various diagnostic tests are to be performed depending on equipment duty and type (see below). Contractor shall provide report with interpretation and recommendations.
 - a. Oil samples and analysis for wear metals, acid content and moisture adjustment. Samples are to be taken one (1) time per year.
6. CLEAN CONDENSER COILS: Once a year, furnish labor for cleaning of condenser coils.
7. EMERGENCY SERVICE: This coverage includes emergency calls between. Inspections as required hours each for purpose of diagnosis of trouble, adjustment, minor repairs, or resetting of controls.
8. REPLACEMENT PARTS AND COMPONENTS: All parts, refrigerant, oil and other material to complete repairs are furnished under the provisions of this agreement.
9. MAJOR REPAIR LABOR: This includes all labor to diagnose, repair or replace failed components of the equipment covered under provisions of this contract.

XXIII. EMERGENCY SERVICE

HVAC SERVICE AND MAINTENANCE POLICIES

Service Contractor Practices

Policy: The contractor shall make every effort to eliminate where possible, or vigorously reduce, the emission of CFC and HCFC refrigerants to the atmosphere which result from the service and maintenance of HVAC equipment. The intent is to always act in a responsible manner to protect our environment and to conserve and recycle refrigerants for continued use.

Leak Prevention: The contractor shall adhere to the preventive maintenance schedule that specifies regular leak testing to ensure systems integrity. Evacuation prior to charging shall be done with a vacuum pump capable of obtaining a 100-micron vacuum or less. The unit should stand for 12 hours and the vacuum should not rise above 500 microns of mercury. A rise about 500 microns of mercury indicates a leak test is required to locate and repair leaks. A leak test shall be required on any repaired area. Refrigerant shall be charged into the machine only when it is determined that the machine does not leak or contain moisture. The refrigerant charge shall be determined by weight. An improper charge may result in inefficient operation. When charging is complete, we shall purge or drain charging lines into an approved refrigerant container.

The contractor shall repair detected leaks. The leaks are most often found in tubing, flanges, valves and connections where components meet. In addition, fitting shall be tightened, brazed joints checked, worn gaskets and seals replaced and attention given to the anti-leak integrity of the HVAC system. The above is covered under Total Maintenance.

Refrigerant Recovery Recycling Reclaim: CYC/HCFC refrigerants used in HVAC equipment should be recovered, recycled and reclaimed for reuse or properly disposed of, whenever it is removed from the equipment. The contractor shall work to minimize the loss of CFC/HCFC refrigerants to the atmosphere. Reclaimed refrigerant used on HVAC equipment, should meet ARI-700 standards.

HIGH PRESSURE REFRIGERATION EQUIPMENT SERVICE GUIDE SERVICE AGREEMENT ADDITIONS

High Pressure Refrigerant Conservation: The intent of this service guide is to augment existing high-pressure refrigerant HVAC equipment service agreements to ensure that refrigeration conservation efforts are included. An example of a standard preventive maintenance agreement is attached, Existing agreements, such as the one attached, have been updated with the

provision outlined below. The service work on listed HVAC equipment shall be performed by qualified, professional service engineers that meet the following minimum requirements:

1. Utilize properly maintained service and testing equipment that meets the requirements of the service and maintenance guidelines.
2. Use only virgin refrigerants or reclaimed refrigerants that meet ARI-700 standards.
3. Offer refrigerant conservation training programs for customers.
4. Are experienced and trained with the equipment to be serviced.
5. Use only authorized manufacturer's parts.
6. Complete proper documentation for the service provided.
7. Perform the services in accordance with the attached HVAC service contractors Practice.

Additional services to be performed are listed below:

Before recovering refrigerant, contractor shall perform a chemical analysis of the refrigerants as deemed appropriate.

The contractor shall use reclaiming equipment that shall be capable of pumping the system down to atmosphere pressure. This minimizes refrigerant emissions.

The contractor shall not open the unit to atmosphere for service work until the refrigerant is fully recovered, recycled or reclaimed.

Refrigerant Handling/Disposal: The contractor shall consult the manufacturer's Material Safety Data Sheets (MSDS) on CFC/HCFC refrigerants to understand health, safety, storage, handling and disposal requirements. The contractor shall use approved handling and disposal requirements. The contractor shall use approved containment vessels and refer to appropriate safety standards. The contractor shall comply with all applicable transportation standards as well as any state and local licensing requirements when transporting refrigerant containers.

All refrigerant removed from HVAC equipment shall be stored in appropriate containment vessels. Once the refrigerant has been placed in vessels, the vessels and seals shall be leak tested for tightness. All containment vessels shall be stored in areas where excessive heat buildup does not take place. If possible, the storage area temperature shall be below 70 degrees F.

All used refrigerant containers shall be equipped with approved closure devices to prevent unused refrigerant from escaping to the atmosphere.

Cleaning System Components: When cleaning system components or parts, CFC-II or CFC-113, shall not be used. Only cleaning solvents that do not have ozone depletion factors shall be used and shall be properly disposed of. Refrigeration system cleanup methods using filters and driers are preferred, and shall be used when practical.

Service Equipment Components: Extra care shall be taken to properly maintain and service equipment directly supporting refrigerant service work such as gauges, hoses, vacuum pumps and recycling equipment.

Awareness/Training/Education: The contractor shall communicate information on development of the rapidly changing CFC issue and shall conduct CFC training seminars as needed.



TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR HVAC SYSTEM LOCATED AT:

**ROME JUSTICE BUILDING
301 NORTH JAMES STREET
ROME, NEW YORK 13440**

QUANTITIES and MATERIAL SPECIFICATIONS:

Equipment List is as follows:

Roof Top Units (7) Trane

	Model No.
• RTU 1	YSC092F4RHA1W
• RTU 2	YSC090F4EHA1WC
• RTU 3	YHC074F4RLA0MD
• RTU 4	YSH180G4RLA0N
• RTU 5	YSC072H4RLA01D
• RTU 6	YHC074F4RLA0MD
• RTU 7	YSC102F4RHA1WC

All radiant ceiling heat panels on Court side.

All thermostats and sensors.

*Filters: Supply and proper sizing of filters is the responsibility of the contractor.

Contractor shall supply and replace all filters quarterly (every 3 months).

- (8) Roof Top Exhaust Fans
- (1) Trane Tracker Panel
 - *Location: Court Side*
- (1) Trane Condensing Unit
- (1) Roof Top Ductless Air Conditioner

- (7) Trane PTAC Units
- (1) Gas Fired Dietrich Boiler
- Tracker Panel
 - *Location: Boiler Room*
- (2) Bell & Gossett Circulating Pumps
 - *Location: Main Boiler Room*
- (2) Gas Unit Heaters
 - *Location: Garage*

SPECIAL INVESTIGATIVE UNIT (SIU)

- (1) Air Handler
- (1) Chromealox Electric Heater/Boiler
- (1) Tracker Panel
- (2) Bell & Gossett Circulating Pumps

SCOPE OF SERVICES

Select Service Maintenance Program

Routine maintenance inspections are performed through the year. The schedules of maintenance form provide a summary of the schedules and types of inspections.

Emergency Service

This coverage includes all emergency calls between inspections as required for purpose of diagnosis of trouble, adjustment and resetting controls.

Major Repair Labor

This includes all labor to diagnose, repair or replace failed components of the equipment covered under the provisions of this agreement

Replacement Parts and Components

Parts, refrigerant, oil and other material to complete repairs are furnished under this agreement.

Inspections

This coverage includes one comprehensive annual inspection and 4 periodic maintenance inspections per year.

Written Reports

Written reports will be provided to the customer representative following each regular inspection or emergency call.

Preferential Service and Contract Service Rate

This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment.

Annual Maintenance

Report in with the customer representative.

Record and report abnormal conditions, measurements taken, etc

Review customer logs with the customer for operational problems and trends.

General Assembly

Secure and drain the boiler

Open the fire and water side for cleaning and inspection

Check the heating surfaces and water side for corrosion, pitting, scale, blisters, bulges and soot.

Inspect the refractory.

Check the expansion tank and drain if needed.

Clean the fire inspection glass

Check the blow down valve packing and lubricate Check and test boiler blow down valve

Perform hydrostatic test if required.

Gas Train Burner Assembly

Check the gas train isolation valves for leaks.

Check the gas supply piping for leaks

Check the gas pilot solenoid valve for wear and leaks.

Check the main gas and the pilot gas regulators for wear and leaks.

Test the low gas pressure switch. Calibrate and record setting.

Test the high gas pressure switch. Calibrate and record setting.

Verify the operation of the burner fan air flow switch.

Inspect and clean the burner assembly.

Inspect and clean the pilot igniter assembly.

Inspect and clean the burner fan.

Run the fan and check for vibration.

Inspect and clean the burner fan.

Run the fan and check for vibration.

Inspect the flue and flue damper

Burner Control Panel

Inspect the panel for cleanliness

Inspect wiring and connections for tightness and signs of overheating and discoloration.

Clean burner fan wheel and air dampers. Check the fan for vibration. Verify tightness of the linkage set screws.

Check the gas valves against leakage, where test cocks are provided.

Controls and Safeties

Disassemble and inspect the low water cutoff safety device.

Reassemble the boiler low water cutoff safety device with new gaskets.

Clean the contacts in the program timer, if applicable.

Check the operation of the low water cutoff safety device and feed controls, Verify the setting and test the operation of the operating and limit controls.

Startup/Checkout Procedure

Verify full boiler.

Test the safety/relief valve after startup, full pressure test.

Clean or replace the fuel filters.

Clean the fuel nozzles.

Inspect, clean and functionally test the flame scanner and flame safeguard relay. Clean and adjust the ignition electrode.

Replace the vacuum tube in flame safeguard control, if applicable.

Perform pilot turn down test.

Verify proper water flow through the boiler.

Perform combustion test and adjust the burner for maximum efficiency.

Test the following items: firing rate, fuel/air ration, CO₂, CO, NO_x, perform smoke test.

Review operating procedures with operating personnel.

Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Mid-Season Running Inspection

Check the general condition of the unit.

Inspect the burner.

Adjust the burner controls to obtain proper combustion.

Check the operation of the pressure relief valve.

Check the operation of the low water cutoff and feed controls.

Check the setting and test the operation of the operating and limit controls.

Check the operation of the modulating motor.

Lift the safety/Relief valves with at least 70% of rated pressure.
Blow down and try gauge cocks to confirm glass water level.
Check and test boiler blow down valve.
Log operating conditions after the system has stabilized.
Review operating procedures with operating personnel.
Provide a written report of completed work, operating log and indicate uncorrected deficiencies detected.

Seasonal Shut down Procedure

Shut down boiler at boiler controls.
Shut off fuel lines at main valves.
Drain down boiler and associated piping as necessary.
Review operating procedures with operating personnel.
Provide a written report of completed work, operating log and indicate any uncorrected deficiencies detected.

Comprehensive Annual Maintenance - Cooling Cycle

Report in with customer representative,
Record any report abnormal conditions, measurements taken, etc.
Review customer logs with the customer for operational problems and trends.

General Assembly

Inspect for leaks and report results.
Calculate refrigerant loss rate and report to the customer.
Repair minor leaks as required, eg valve packing, flare nuts.
Verify clean condenser and evaporator.
Check pulleys and sheaves for wear and alignment.
Check belts for tension, wear, cracks and glazing. Verify clean blower wheel and condensate pan, Verify clean air filters.
Verify proper operation of the condensate drain.
Verify the tightness of the condenser fans.
Check the condenser fans for cracks.
Verify proper operation of the dampers and/or inlet guide vanes, if applicable.

Controls and Safeties

Inspect the control panel for cleanliness.
Inspect wiring and connections for tightness and signs of overheating and discoloration.
Verify the working condition of all indicator/alarm lights, if applicable.
Test the low evaporator pressure safety device. Calibrate and record setting, if applicable.

Test the high condenser pressure safety device. Calibrate and record setting, if applicable.
Test the oil pressure safety device if applicable. Calibrate and record setting.

Lubrication

Verify the operation of the oil heater, if applicable.
Lubricate the evaporator fan bearings.
Lubricate the fan motor bearings, if applicable.
Lubricate the damper bearings, if applicable.

Motor and Starter

Clean the starter and cabinet.
Inspect wiring and connections for tightness and signs of overheating and discoloration.
Check the condition of the contacts for wear and pitting.
Check the contactors for free and smooth operation.

Startup/Checkout Procedure

Verify the operation of the oil heater.
Start the unit.
Verify smooth operation of the compressor and fans.
Check the setpoint and sensitivity of the temperature control device.
Verify the operation of the unloaders, if applicable.
Check the superheat and subcooling on the refrigeration circuits.
Log the operating conditions after the system has stabilized.
Provide a written report of completed work, operating log and indicate any uncorrected deficiencies.

Mid-Season Cooling Inspection

Check the general condition of the unit.
Verify the operation of the motor and starter.
Verify the operation of the control circuit.
Verify smooth operation of the compressor and fans.
Log the unit after the system has stabilized.
Review operating procedures with operating personnel.
Provide a written report of completed work, operating log and indicate any uncorrected deficiencies detected.

Tracker Maintenance Inspection

Report in with the customer representative.
Review customer reports with the customer for operational problems and trends.

Control Panel

Check for loose or damaged parts or wiring.

Check for any accumulation of dirt or moisture. Clean if required.

Verify proper electrical grounding.

Verify proper operation of the tracker terminator card LEDs.

Inspect interconnecting cables and electrical connections.

Verify proper communication link operation between the control panel and the external ICS devices.

Verify the correct time and date.

Check and update the holiday schedules and daylight savings time.

Via the front panel or terminal mode, view any connected ICS equipment for any unusual status or abnormal condition. Check modem operation, if applicable.

Clean the external surfaces of the panel enclosure.

Verify proper DIP switch address settings on the tracker and any connected ICS device.

Review tracker operating setpoints with operating personnel.

Provide a written report of completed work and indicate any uncorrected deficiencies detected.

Comprehensive Annual Maintenance — Cooling Cycle

Report in with the customer representative.

Record and report abnormal conditions, measurements taken, etc.

Review customer logs with the customer for operational problems and trends.

General Assembly

Inspect for leaks and report leak check results.

Repair minor leaks as required, eg valve packing, flare nuts. Calculate refrigerant loss rate and report to the customer. Check the sheaves and pulleys for wear and alignment.

Check the belts for tension, wear, cracks and /or glazing.

Verify proper damper operation.

Check mechanical linkages for wear, tightness and clearances. Verify clean condenser and evaporator, Verify clean evaporator fan.

Verify clean air filters.

Verify the operation of the crankcase oil heater if applicable.

Controls and Safeties

Verify the operation of the discharge air temperature control device, if applicable

Verify the operation of the outside air temperature control device. Verify the operation of the mixed air temperature control device.

Test the operation of the high condenser pressure safety device. Calibrate, if necessary, and record setting.

Test the operation of the low temperature safety device. Calibrate, if necessary, and record setting. Test the operation of the low-pressure safety devices. Calibrate, if necessary, and record setting.

Lubrication

Lubricate motor bearings, if applicable.

Lubricate fan bearings.

Check oil level in the compressor if applicable.

Motor and Starter

Clean the starter and cabinet.

Inspect wiring and connections for tightness and signs of overheating and discoloration.

Check the condition of the contacts for wear and pitting.

Check the contactors for free and smooth operations.

Meg the compressor motor and record readings.

Verify the tightness of the compressor motor terminal connections. Verify the operation of the crankcase oil heater, if applicable.

Startup and Check out Procedure

Start the unit.

Verify the starter operation.

Verify the smooth operation of the compressors and fans.

Log operating conditions of the unit after the system has stabilized.

Review operating procedures with operating personnel.

Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Mid-Season Cooling Inspection

Start the unit.

Verify the starter operation.

Verify the smooth operation of the compressors and fans.

Low operating conditions of the unit after the system has stabilized.

Review operating procedures with operating personnel.

Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.



TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR HVAC SYSTEM LOCATED AT:

**ROME JUSTICE BUILDING
301 NORTH JAMES STREET
ROME, NEW YORK 13440**

Equipment to be services at Rome Train Station Includes:

Entire Control System

- All valves and valve switches
- All temperature, humidity, and pressure controls
- All thermostats and temperature sensors
- All switches and relays
- Damper motors
- All pumps, but not limited to motors
- All unit heaters, but not limited to motors
- All exhaust fans, but not limited to motors
- All pulleys, belts, shafts

Boiler

Lochinvar Gas Fired Hot Water Boiler

- Model CHN1440
- Natural Gas
- Copper-Fin
- BTU Input 1,440,000
- BTU Output 1,209,600

Pumps

- Armstrong In Line Circulating Pumps (2 each)
- Grundfos Versa Flo UPS40-160 (1 each)
- Grundfos UP1542F
- B&G Series 80 In Line Pump Model 2X95B

- ASME Bag Expansion Tank
- Armstrong Vortex Air Separators

- Armstrong Glycol Machine
- Model GLA-S-LD-1
- 53 Gal Tank
- Tekmar Control 662 Snow Detection and Melting Control
- Power Ventr Model HS4-CL

- Desert Aire Dehumidifier (1 each)
 - Model LT-0500
 - Filters (2 each) 20x20x1
 - Humidistat Control
 - Condensate Pump

- Unit Heater (1 each)
 - Model HR-18
 - Wall Mounted T-Stat

- Cabinet Heaters
 - CH-1 Model CPY03-AYV-C2-L5
 - Filter (1 each) 10x22x1
 - Wall Mounted T-Stat
 - CH-2 Model HXY-12-KVY
 - Filter (1 each) 14x28x1
 - Wall Mounted T-Stat

- All Cast Iron Radiators – total 12
 - Radiator Control Valves

- (2) Exhaust Fan Roof Top
 - Model DX08B
 - AAON Roof Top Unit
 - RK Series 15-2-EO-227
 - Heating & Cooling
 - Natural Gas
 - Filters (6 each) 16x20x2

- AC Tech Variable Speed Drive Model MH230BG



TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR HVAC SYSTEM LOCATED AT:

**J. F. KENNEDY CIVIC ARENA
500 WEST EMBARGO STREET
ROME, NEW YORK 13440**

Equipment to be serviced at J. F. Kennedy Civic Arena Includes:

Roof Top Units (4) TRANE

Model No.

- RTU 1 YFD151C4LH
 - RTU 2 YHC072A4RHA
 - RTU 3 YHC072E4RXA
 - RTU 4 YHC060E4RZA
 - RTU 5 YHC060E4RZA
-
- Two 4BC Series 1510 Centrifugal Pumps Base Mounted (750 GPM, 20 HP, 1800 RPM, approx. weight 560, Specials SEAL EPR SIC-SIC
 - Two 4BC Series 1510 Centrifugal Pumps Base Mounted (450 GPM, 7.5 HP, 1800 RPM, approx. weight 385, Specials SEAL EPR SIC-SIC
 - Carrier Model 30HZC206RA-661TA Serial 1908Q09124
 - 10 Cell DRY FLUID COOLER 460 v/3ph model FDL-1003
 - DEHUMIDIFIER DH 138 Serial 009466-001-001
 - Infrared Heating System for Bleachers



TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR HVAC SYSTEM LOCATED AT:

**RECORDS RETENTION BUILDING
112 WEST LIBERTY STREET
ROME, NEW YORK 13440**

Equipment to be serviced at Records Retention Building Includes:

Armstrong Air (1) First Floor

- Model No. A93UHID135D20A-01

Armstrong Air (1) Second Floor

- Model No. A93UHID135D20A-01

Roof Top Condensing Units (2)

- Model No. 4AC13L60P-5A

*Including Thermostats Temperature Sensors



TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR HVAC SYSTEM LOCATED AT:

**ROME ART AND COMMUNITY CENTER
308 WEST BLOOMFIELD STREET
ROME, NEW YORK 13440**

Equipment to be serviced at Records Retention Building Includes:

FORCED AIR GAS FURNACES

Basement – 2 Units

- (1) Comfort Aire Model No. GLUA75-E3C
 - 75,000 BTU'S
- (1) Armstrong Air Model No. GID9IAU125D200-A
 - 125,000 BTU'S

Third Floor

- (1) Air-Temp Model No. VG75D054D-24B1

Third Floor (Above Ceiling)

- (1) Air-Temp Model No. V75A072C-24B1
- (1) ????? Model No. HW820411D

CONDENSING UNITS

Roof Top – South Side – 2 Units

- (1) Ducane Model No. AC10B48TA
- (1) Rheem Model No. RAND-024JAZ

Ground Level – South Side

- Ducane Model No. AC10B48TA

Ground Level – West Side – 2 Units

- (1) Rheem Model No. 13AJA18C01115
- (1) ????? Model No. 14931-256

CARRAIGE HOUSE**First Floor**

- Conquest 90 Model No. GLVA90-E5A
 - 90,000 BTU'S

West Side – 2 Condensing Units

- (1) Comfort Aire Model No. Not Readable
- (1) Enviro Air Model #KICA4000D00



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Joseph Guiliano

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

Schedule Year 2024 through 2025
Date Requested 04/08/2025
PRC# 2025004211

Location City of Rome
Project ID# RFB 2025-007
Project Type Preventative Maintenance of HVAC systems in City owned buildings

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 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 Rate 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, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the 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 Public Work 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 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract **MUST** obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule **MUST** be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: 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 Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from 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.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting 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. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

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 annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. 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.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

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, cancelled 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. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

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 8, Section 220-a of the Labor Law.

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 Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. 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.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

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 project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting 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 Department of Jurisdiction (Contracting 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 project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "[Public Work Project](#)" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. 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.

Every employer subject to the NYS 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.

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

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 or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, 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 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, 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 8, Section 220-e(a)).

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 8, Section 220-e(b)).

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 8, Section 220-e(c)).

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 8, Section 220-e(d)).

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

Joseph Guiliano

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

Schedule Year 2024 through 2025
Date Requested 04/08/2025
PRC# 2025004211

Location City of Rome
Project ID# RFB 2025-007
Project Type Preventative Maintenance of HVAC systems in City owned buildings

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a 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, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this 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: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

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

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act**

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
First offense: Up to \$2,500 per employee
Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of
the Labor Laws
of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

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

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

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.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

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

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 General Construction

Boilermaker

04/01/2025

JOB DESCRIPTION Boilermaker

DISTRICT 7

ENTIRE COUNTIES

Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

Per hour: 07/01/2024

Boilermaker \$ 37.98

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.62*
+ 1.48

*This portion of the benefits subject to the same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

WAGES per hour: Six (6) month terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

\$ 19.78*	\$ 19.78*	\$ 20.76*	\$ 21.73*	\$ 22.71*	\$ 23.69*	\$ 24.67*	\$ 25.64*
+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48	+ 1.48

*This portion of the benefits subject to the same premium rate as shown for overtime wages.

7-175

Carpenter - Building

04/01/2025

JOB DESCRIPTION Carpenter - Building

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Seneca, Yates

WAGES

Per hour:	07/01/2024	07/01/2025 Additional
Carpenter	\$ 30.85	\$ 1.30*
Floor Coverer	30.85	1.30*
Carpet Layer	30.85	1.30*
Drywall	30.85	1.30*
Diver - Wet Day	61.25	0.00
Diver - Dry Day	31.85	1.30*
Dive Tender	31.85	1.30*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the Journeyworker's rate of pay when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the Journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work.
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):

0' to 80' no additional fee
81' to 100' additional \$0.50 per foot
101' to 150' additional \$0.75 per foot
151' and deeper additional \$1.25 per foot

- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):

0' to 50' no additional fee
51' to 100' additional \$0.75 per foot
101' and deeper additional \$1.00 per foot

- Diver rates applies to all hours worked on dive day.

SHIFT WORK

On Agency/Owner mandated shift work, the following rates will be applicable:

1st Shift - Regular Rate
2nd Shift - Premium of 7% of base wage per hour
3rd Shift - Premium of 14% of base wage per hour

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 21.69

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$ 12.60	\$ 12.61	\$ 15.21	\$ 15.21
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NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

6-277B-Cay

Carpenter - Building / Heavy&Highway

04/01/2025

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour: 07/01/2024

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface

\$ 36.48

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5) on HOLIDAY PAGE

Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyworker's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$18.58 \$19.14 \$21.24 \$21.79

2-42AtSS

Carpenter - Heavy&Highway

04/01/2025

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Chenango, Herkimer, Madison, Oneida, Otsego

WAGES

Per hour 07/01/2024

Carpenter	\$ 42.28
Piledriver	42.28
Diver-Wet Day	67.28
Diver-Dry Day	43.28
Diver-Tender	43.28

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51'to 100' additional \$.50 per foot
 - 101'to 150' additional \$.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES

CAPRENTER APPRENTICES

Wages per hour (1040 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%

Supplemental Benefits per hour:

\$ 18.58	\$ 19.14	\$ 21.19	\$ 21.74	\$ 22.29
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PILEDRIWER/DOCKBUILDER APPRENTICES

Wages per hour (1300 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

\$ 18.58	\$ 19.14	\$ 21.19	\$ 21.74
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NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.

- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

2-277HH-CHMOO

Electrician

04/01/2025

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.

Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Valley, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lisbon.

Tompkins: Only the Township of Groton.

Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

WAGES

Per hour:	07/01/2024	06/01/2025	06/01/2026
		Additional	Additional
Electrician	\$ 47.00	\$ 5.00*	\$ 5.25*
Teledata	47.00		
Cable Splicer	51.70		

* To be allocated at a later date.

NOTE: Additional premiums for the following work listed (Amounts subject to premiums):

- Additional \$2.50 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.

- Additional \$3.00 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures, or mechanical lifts used over 60 feet.

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 a.m. and 4:30 p.m. Monday through Friday), alternate hours may be worked, provided: 1) The hours are established for a minimum of five (5) days duration or the length of the job, whichever is shorter; and 2) An entire work scope within a job-site area is performed utilizing the varied hours. If these conditions are satisfied, all hours worked Monday through Friday of a shift that starts before or ends after the "normal" hours, shall be paid at the appropriate rate plus fifteen percent (15%). However, the following restrictions shall apply:

- 1) "Alternate" hours shall consist of a minimum of eight (8) consecutive hours per day.
- 2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (day-shift + 15%).
- 3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
- 4) Hours worked on Sundays and Holidays shall be paid at double the straight time rate.

5) Work of a new construction nature may not be worked under these conditions.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY HAVE BEEN WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

1ST SHIFT	8:00AM - 4:30PM:	Regular wage rate
2ND SHIFT	4:30 PM - 1:00 AM:	Regular wage rate plus 15%
3RD SHIFT	12:30 AM - 9:00 AM:	Regular wage rate plus 25%

SUPPLEMENTAL BENEFITS

Per hour:

	\$ 31.92 plus
Journeyworker	3% of hourly wage paid*

*NOTE: The 3% is based on the hourly wage paid, straight time or premium rate.

OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE

* NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 26) on HOLIDAY PAGE

NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

REGISTERED APPRENTICES

WAGES per hour: Hourly terms at the following percentage of Journeyworker's wage.

1st period 40% (0-1000 hrs.)	\$ 18.80
2nd period 45% (1001-2000)	21.15
3rd period 50% (2001-3500)	23.50
4th period 60% (3501-5000)	28.20
5th period 70% (5001-6500)	32.90
6th Period 80% (6501-8000)	37.60

SUPPLEMENTAL BENEFITS per hour:

1st period	\$ 14.34*
2nd period	14.34*
3rd period	28.92*
4th period	29.52*
5th period	30.12*
6th period	30.72*

* PLUS 3% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM RATE.

6-43

Elevator Constructor

04/01/2025

JOB DESCRIPTION Elevator Constructor

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

PARTIAL COUNTIES

Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.

Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.

Oneida: Only the towns of: Camden, Florence and Vienna.

WAGES

Per hour:	07/01/2024	01/01/2025	01/01/2026
Elevator Constructor	\$ 56.01	\$ 58.455	\$ 61.003
Helper	39.21	40.92	42.70

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 37.885*	\$ 38.435*	\$ 38.985*
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*NOTE - add 6% of regular hourly rate for all hours worked. Add 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

NOTE: When a holiday falls on a Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES per hour: 1 year terms at the following percentage of the Elevator Constructor wage.

0-6	6-12	2nd	3rd	4th
months	months	year	year	year
50%	55%	65%	70%	80%

SUPPLEMENTAL BENEFITS per hour:

0-6 months: 6% of the hourly apprentice rate paid, no additional supplemental benefits.

All other terms: Same as Journeyworker

6-62.1

Elevator Constructor

04/01/2025

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

WAGES

Per hour

07/01/2024

01/01/2025

Mechanic

\$ 55.32

\$ 57.73

Helper

70% of Mechanic
Wage Rate

70% of Mechanic
Wage Rate

SUPPLEMENTAL BENEFITS

Per hour

07/01/2024

01/01/2025

Journeyworker/Helper

\$ 37.885*

\$ 38.435*

(*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

Glazier

04/01/2025

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego

WAGES

Per Hour: 07/01/2024

Glazier \$ 28.00

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.69

OVERTIME PAY

See (B,E,E2*,Q) on OVERTIME PAGE.

*Note - Or circumstances beyond the control of the employer.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour terms:

Appr. 1st term	\$18.00
Appr. 2nd term	19.00
Appr. 3rd term	20.00
Appr. 4th term	21.00
Appr. 5th term	22.00
Appr. 6th term	23.00
Appr. 7th term	24.00
Appr. 8th term	25.00

Supplemental Benefits per hour:

Appr. 1st term	\$ 12.87
Appr. 2nd term	12.87
Appr. 3rd term	18.87
Appr. 4th term	18.87
Appr. 5th term	19.87
Appr. 6th term	19.87
Appr. 7th term	20.87
Appr. 8th term	20.87

5-677.Z-2

Insulator - Heat & Frost

04/01/2025

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 7

ENTIRE COUNTIES

Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour: 07/01/2024

Asbestos Installer \$ 41.50
Insulation Installer 41.50
(On mechanical systems only)

SHIFT WORK

The following rates will apply on all contracting agency-mandated shifts worked:

1st Shift	\$ 41.50
2nd Shift	47.72

3rd Shift 49.80

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 25.09

OVERTIME PAY

See (*B1, **K, P) on OVERTIME PAGE

*NOTE: First 10 hours on Saturday.

**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (2*,4,6,28) on HOLIDAY PAGE

*Triple time for Labor Day if worked.

REGISTERED APPRENTICES

WAGES per hour: One (1) year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%
\$ 24.90	\$ 29.05	\$ 33.20	\$ 37.35

SUPPLEMENTAL BENEFITS per hour:

\$ 22.59	\$ 22.59	\$ 25.09	\$ 25.09
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7-30-Syracuse

Ironworker

04/01/2025

JOB DESCRIPTION Ironworker

DISTRICT 7

ENTIRE COUNTIES

Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

Chenango: Only the Townships of Columbus, New Berlin, North Norwich, Plymouth, Sherburne and Smyrna.

Fulton: Only the Townships of Caroga, Ephratah, Oppenheim, and Stratford.

Hamilton: Only the Townships of Arietta, Indian Lake, Inlet, Lake Pleasant, Long Lake and Morehouse.

Jefferson: Only the Townships of Antwerp, Champion, Philadelphia and Wilna.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Madison, Oneida and Stockbridge.

Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St. Johnsville.

Otsego: Only the Townships of Burlington, Cherry Valley, Decatur, Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield, Plainfield, Richfield, Roseboom, Springfield and Westford, and the Village of Cooperstown.

WAGES

Per hour:	07/01/2024	07/01/2025 Additional	07/01/2026 Additional
Structural/Reinforcing	\$ 33.50	\$ 2.63*	\$ 2.74*
Mach. Mover/Ornamental	33.50	2.63*	2.74*
Stone Derrickman	33.50	2.63*	2.74*
Chain Link Fence	33.50	2.63*	2.74*
Sheeter Ironworker	33.50	2.63*	2.74*
Pre-Engineered Building	33.50	2.63*	2.74*
Window Erector	33.50	2.63*	2.74*
Precast Erector	33.50	2.63*	2.74*
Welder	33.50	2.63*	2.74*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 32.28

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. Any holiday which occurs on Saturday shall be observed the previous Friday.

REGISTERED APPRENTICES

WAGES per hour: 1500 hour terms at the following wage.

1-1500hrs	\$ 21.50
1501-3000hrs	23.50
3001-4500hrs	25.50
4501-6000hrs	27.50

SUPPLEMENTAL BENEFITS per hour:

1-1500hrs	\$ 13.69
1501-3000hrs	22.06
3001-4500hrs	23.26
4501-6000hrs	24.45

7-440

Laborer - Building

04/01/2025

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only the Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only the Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root

WAGES

GROUP #1: Basic

GROUP #2: Pipe Layer, Mortar Mixer, Walk behind Mortar Buggie and Power Lift

GROUP #3: Wagon Drill(Where separate air compressor unit supplies power.)

GROUP #4: Blaster, Formsetter, Riding Mortar Buggy

GROUP #5: Hazardous Waste Removal

GROUP #6: Asbestos and Lead Removal

WAGES per hour: 07/01/2024

Building Laborer:

Group # 1	\$ 32.64
Group # 2	32.79
Group # 3	33.04
Group # 4	33.14
Group # 5	34.14
Group # 6	34.14

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

All groups

\$ 27.30

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

1000 Hour terms at the following percentage of Journey person's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

07/01/2024

Apprentices

\$ 27.30

1-190z2B

Laborer - Heavy&Highway

04/01/2025

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES

Fulton: Only Townships of Stratford, Oppenheim, Caroga and Ephratah

Montgomery: Only Townships of Minden, St. Johnsville, Canajoharie, Palatine and Root.

WAGES

GROUP # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B: Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all SteelMash, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators (1-1/2" and Single Diaphragm), Nozzle (Asphalt, Guniting, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C: Rock or Drilling Machine Operators (only where a separate air compressor unit supplies power), Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D: Blasters, Form Setters (prefab curb radius), Stone or Granite Curb Setters.

GROUP # E: Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

Per hour: 07/01/2024

Heavy/Highway Laborer:

GROUP # A	\$ 40.65
GROUP # B	40.85
GROUP # C	41.05
GROUP # D	41.25
GROUP # E	43.15

SHIFT WORK

All employees who work a single irregular workday that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$5.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour: \$ 28.69

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Monday Holiday is worked it will be paid at double time plus the Holiday pay. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay. If the Saturday Holiday is worked it will be paid at double time plus the Holiday pay

REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
65%	70%	80%	80%

SUPPLEMENTAL BENEFITS per hour worked

Apprentices \$ 28.69

1-190z2H/H

Laborer - Tunnel

04/01/2025

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 1

ENTIRE COUNTIES

Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel

Class 2: All laborers/sandhogs working in the shaft or tunnel

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Per Hour

07/01/2024

Class 1	\$ 47.20
Class 2	49.20
Class 4	51.45
Class 5	43.45

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 29.15

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

1-190/157T

Lineman Electrician

04/01/2025

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour: 07/01/2024

Group A:

Lineman, Technician \$ 58.90

Crane, Crawler Backhoe 58.90

Welder, Cable Splicer	58.90
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Group B:

Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:

Lineman, Technician	\$ 58.90
Crane, Crawler Backhoe	58.90
Cable Splicer	64.79
Certified Welder, Pipe Type Cable	61.85

Group B:

Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:

Lineman, Tech, Welder	\$ 60.22
Crane, Crawler Backhoe	60.22
Cable Splicer	66.24
Certified Welder, Pipe Type Cable	63.23

Group B:

Digging Mach. Operator	54.20
Tractor Trailer Driver	51.19
Groundman, Truck Driver	48.18
Equipment Mechanic	48.18
Flagman	36.13

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:

Lineman, Tech, Welder	\$ 61.41
Crane, Crawler Backhoe	61.41

Group B:

Digging Mach. Operator	55.27
Tractor Trailer Driver	52.20
Groundman, Truck Driver	49.13
Equipment Mechanic	49.13
Flagman	36.85

Additional \$1.00 per hour for entire crew when a helicopter is used.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Group A	\$ 30.90 *plus 7% of the hourly wage paid
Group B	\$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90
*plus 7% of
the hourly
wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

Lineman Electrician - Teledata

04/01/2025

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

07/01/2024 01/01/2025

Cable Splicer	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 37.24	\$ 38.73
Groundman	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024	01/01/2025
Journeyworker	\$ 5.70	\$ 5.70
	*plus 3% of the hour wage paid	*plus 3% of the hour wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

04/01/2025

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour: 07/01/2024

Group A:	
Lineman, Technician	\$ 50.54
Crane, Crawler Backhoe	50.54
Certified Welder	53.07

Group B:	
Digging Machine	45.49
Tractor Trailer Driver	42.96
Groundman, Truck Driver	40.43
Equipment Mechanic	40.43

Flagman 30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2024

Group A \$ 30.90
*plus 7% of
the hourly
wage paid

Group B \$ 26.90
*plus 7% of
the hourly
wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

\$ 26.90
*plus 7% of
the hourly
wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a-LT

Lineman Electrician - Tree Trimmer

04/01/2025

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour: 07/01/2024

Tree Trimmer	\$ 31.44
Equipment Operator	27.80
Equipment Mechanic	27.80
Truck Driver	23.15
Groundman	19.07
Flag person	15.00*

*NOTE-Rate effective on 01/01/2025 - \$15.50 due to minimum wage increase.

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2024

Journeyworker	\$ 10.48
	*plus 4.5% of the hourly wage paid

* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

04/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Herkimer, Jefferson, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES

Madison: Entire County except the Townships of Sullivan & Cazenovia

WAGES

Per hour 07/01/2024

Tile/Marble/Terrazzo

Setter	\$ 35.85
Finisher	28.52

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setters	\$ 20.01
Journeyman Finishers	19.30

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:

1st term 500 hours	60%
2nd term 1000 hours	70%
3rd term 1000 hours	80%
4th term 1000 hours	85%
5th term 1000 hours	90%
6th term 1500 hours	95%

Finsher;

1st term 500 HOURS	70%
2ND term 1000 HOURS	80%
3RD term 1000 HOURS	90%
4TH term 1200 HOURS	95%

Supplemental Benefits per hour worked

Setter:

1st & 2nd Term	\$ 12.41
3rd & 4th Term	16.21
5th Term	18.11
6th Term	20.01

Finishers:

1st & 2nd Term	\$ 11.76
All others	15.53

12-2TS.2

Mason - Building

04/01/2025

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Lewis: The townships of Lewis, Leyden, Osceola, Turin and West Turin

Madison: Entire County except the Townships of Sullivan and Cazenovia

WAGES

Per hour 07/01/2024

Bricklayer/Blocker	\$ 39.24
Cement Mason(Bldg)	39.24
Plasterer/Fireproofing*	39.24
Stone Mason	39.24
Concrete Cutter	39.24
Pointer/Caulker/Cleaner	39.24

Additional \$.25 per hr. for work in restricted radiation area of atomic plant.

Additional \$5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*)Fireproof on Structural only.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 21.63

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage of Journey's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked:

All Terms	\$21.63	12-2b.2
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Mason - Heavy&Highway	04/01/2025
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JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES
Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES
Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 12-2h/h on.

WAGES	
Per hour	07/01/2024
Mason & Bricklayer	\$ 42.26

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	\$ 22.43
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OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY	
Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours	\$ 13.68	12-2hh.1
All Other	22.43	

Millwright	04/01/2025
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JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2024	07/01/2025
		Additional
Millwright - Power Generation	\$ 45.00	\$2.50*
* To be allocated at a later date.		

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional \$1.75 per hour provided they are directed to perform Certified Welding.

- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 27.95*

*NOTE: Subject to OT premium

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	23.14
Appr. 3rd year	24.74
Appr. 4th year	26.35

6-1163Power

Millwright

04/01/2025

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

WAGES

Per hour:	07/01/2024	07/01/2025
		Additional
Building	\$ 36.32	\$ 3.00*
Heavy & Highway	39.82	3.00*

*To be allocated at a later date

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.59

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of Journeyworker's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 11.89
2nd term	22.19
3rd term	23.65
4th term	25.13

2-1163.2

Operating Engineer - Building

04/01/2025

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

NOTE:

---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1*: All Cranes (A1 Includes Boom Trucks over 5 tons, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane**, Truck Crane, Whirlies).

CLASS A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Trucks 5 ton and under, Burning Plant Operator, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crusher (Rock), De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Fork Lift (Loaded/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASS B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Fork Lift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunit Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat type loader), Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck.

CLASS C: Compressor (up to 500 cfm), Concrete Paver or Mixer (under 16'), Concrete Pavement Spreaders & Finishers (not automated), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (not automated), Fireman, Fork Lift ("with or without" attachments, 10 ton and under), Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heaterman (hay dryer), Pumps (water and trash), Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per hour: Building	07/01/2024	07/01/2025
Class A1*	\$ 47.62	\$ 49.61
Class A	46.12	48.11
Class B	44.00	45.99
Class C	39.78	41.77

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

(*) TONNAGE PREMIUMS:

All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50
All cranes 111 ton to 199 ton capacity - A1 rate plus \$ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00
All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

(**) Tower Cranes - A1 rate plus \$2.50 (no tonnage premiums apply)

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 31.02	\$ 32.12
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS A wage:

1st year	60%
2nd year	65%
3rd year	70%
4th year	80%

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS per hour:

07/01/2024

07/01/2025

All Terms: \$ 30.95 \$ 32.05

6-158-545b.s

Operating Engineer - Heavy&Highway

04/01/2025

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

NOTE:

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1*: All Cranes that require a NYS Crane License (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Cranes (including self erecting)**, Truck Crane).

CLASS A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated); Blacktop Roller; Bull Dozer being operated with active GPS; Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Backhoe (tractor mounted, rubber tired); Bituminous Recycler Machine; Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade, See Class A for Blacktop Roller); Sea Mule; Self-contained ride-on Rock Drill (excluding Air-Track type drill); Skidder; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Machine (mounted or towed); Vermeer Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors***; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors***; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Fork Lift; Form Tamper; Generators***; Grout Pump; Guniting Machine; Hammers (hydraulic self-propelled); Heaters***; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants***; Mulching Machine; Oilier; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps***; Revinus Widener; Roller (subgrade & fill); Scarifier (ride-on); Shell Winder; Skid Steer Loader (Bobcat or similar, including all attachments); Span Saw (ride-on); Steam Cleaner; Tamper (ride-on); Tie Extractor (ride-on); Tie Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines***; Well Point.

***CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

Per hour: H/H	07/01/2024	07/01/2025
CLASS A1*	\$ 56.51	\$ 58.85
CLASS A	53.51	55.85
CLASS B	52.63	54.97
CLASS C	49.35	51.69

(*) TONNAGE PREMIUMS:

All cranes up to 64 ton capacity - A1 rate

All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50

All cranes 111 ton to 199 ton capacity- A1 rate plus \$ 2.00

All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00

All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00
All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

(**) Tower Cranes - A1 rate plus \$3.00 (no tonnage premiums apply)

- Cranes in Luffer Configuration - A1 rate plus \$ 5.00
- Cranes with external ballast (Tray or Wagon) - A1 rate plus \$ 5.00

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SHIFT WORK

SINGLE IRREGULAR WORK SHIFT: Additional \$2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024	07/01/2025
Journeyworker	\$ 32.45	\$ 33.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

WAGES per hour: One thousand hour terms at the following percentage of Journeyworker's CLASS B wage.

1st term	60%
2nd term	70%
3rd term	80%
4th Term	90%

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

6-158-545h

Operating Engineer - Survey Crew

04/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54

Rod Person 34.55
Additional \$3.00/hr. for Tunnel Work
Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 29.75

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2024

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	24.55 / " 20.45
2001-3000	27.58/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

04/01/2025

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2024

Party Chief	\$ 50.65
Instrument Person	46.54
Rod Person	34.55

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 29.75

OVERTIME PAY

See (B, E, Q, *X) on OVERTIME PAGE

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2024

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.53 / PHP \$18.45
1001-2000	\$ 24.55 / " 20.45
2001-3000	\$ 26.98 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

04/01/2025

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Insertor (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2024	07/01/2025
CLASS A	\$ 55.91	\$ 58.44
CLASS B	54.69	57.22
CLASS C	51.90	54.43
CLASS D	48.89	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 59.91	\$ 62.44
Crane 2	58.91	61.44
Crane 3	57.91	60.44

SUPPLEMENTAL BENEFITS

Per hour:	\$ 25.05	\$ 25.90
	+ 9.85*	+ 10.10*

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

Painter

04/01/2025

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES

Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.

Ontario: The City and Township of Geneva.

Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour:	07/01/2024
Basic Rate (Brush & Roll)	\$ 27.27
Sign Painting	27.27
Lead Based Paint Abatement	27.27
Drywall Taper/ Finisher	28.02
Wallcovering	28.02
Drywall Machine Operator	28.52
Spray	27.77

Parking Lot, Hwy Striping	27.77
Epoxy (Brush-Roller)	27.77
Epoxy (Spray)	27.77
Sandblasting (Operator)	27.77
Boatswain Chair	27.77
Swing Scaffold	27.77
Structural Steel	27.77
(except bridges,tanks,tunnel)	
Coal Tar epoxy	28.77
Asbestos Encapsulation	29.47

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES, TANKS, OR TUNNELS.

SHIFT WORK

FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 3:00 PM, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.53

OVERTIME PAY

See (B, *F, R) on OVERTIME PAGE

* NOTE - On exterior work only, if work was missed during the week due to inclement weather, Saturday may be worked at straight time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: A holiday that falls on a Saturday will be celebrated on the preceding Friday. A holiday that falls on a Sunday will be celebrated on the following Monday.

REGISTERED APPRENTICES

WAGES per hour:

Painter/Decorator: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00

Drywall Taper/ Finisher: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 23.00

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.50	\$ 6.50	\$ 7.50	\$ 7.50	\$ 10.50	\$ 10.50	\$ 13.00	\$ 13.00

Drywall Taper/ Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 7.50	\$ 7.50	\$ 7.50	\$ 10.00	\$ 10.00	\$ 12.00

6-31

Painter

04/01/2025

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, 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
		Additional	Additional
Bridge	\$ 43.81	\$ 2.50	\$ 2.50
Tunnel	43.81		
Tank*	41.81		

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 31.39

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 6.60	\$ 6.95	\$ 7.30	\$ 7.65	\$ 8.00	\$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

04/01/2025

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2024
Metal Polisher	\$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2024

Journeyworker:

All classification \$ 12.79

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

07/01/2024

1st year	\$ 19.67
2nd year	21.63
3rd year	23.60

1st year* \$ 22.06

2nd year*	22.07
3rd year*	24.14
1st year**	\$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plumber

04/01/2025

JOB DESCRIPTION Plumber

DISTRICT 7

ENTIRE COUNTIES

Herkimer, Oneida

PARTIAL COUNTIES

Hamilton: Only the Town of Inlet.

Lewis: Towns of Lewis, Leyden, Lyonsdale, and West Turin.

Madison: Towns of Brookfield, Eaton, Fenner, Hamilton, Lebanon, Lenox, Lincoln, Madison, Nelson, Oneida, Smithfield, and Stockbridge.

Otsego: Towns of Cherry Valley, Exeter, Middlefield, Otsego, Plainfield, Richfield, Roseboom, and Springfield.

WAGES

Per hour:	07/01/2024	05/01/2025 Additional	05/01/2026 Additional
Plumber	\$ 43.65	\$ 3.35*	\$ 3.45*
Steamfitter	43.65	3.35*	3.45*

*To be allocated at a later date

SHIFT WORK

Agency-mandated shift operations:

- Shift work shall start no earlier than 6AM Monday and will conclude no later than 9AM Saturday (overtime premiums applicable after 8 hours in a shift).
- Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.
- 3 consecutive work days or more:
 - First Shift - Regular hourly rate.
 - Second Shift - Regular hourly rate plus 12%.
 - Third Shift - Regular hourly rate plus 18%.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 14.90
	+ 17.85**

** This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

OVERTIME PAY

See (B, E, Q, *V) on OVERTIME PAGE

*Portion of supplemental benefits subject to V code when project cost is over \$100 million (including engineering & architecture).

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it will be observed the following day. If a holiday falls on Saturday, it will be observed that day unless so determined by the Federal Government to be celebrated on a different day.

REGISTERED APPRENTICES

WAGES: Yearly terms at the following percentages of Journeyworker's wage.

1st	2nd	3rd	4th	5th
-----	-----	-----	-----	-----

50% 55% 60% 70% 85%

SUPPLEMENTAL BENEFITS per hour:

1st Term: \$ 14.90
 + 8.35**

All others: \$ 14.90
 + 13.39**

** This portion of the benefit is subject to the SAME PREMIUM as shown for overtime on projects over \$100 million in total construction cost (including engineering & architecture).

7-112n-SF

Roofer

04/01/2025

JOB DESCRIPTION Roofer

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour: 07/01/2024

Roofer, Waterproofer \$ 34.25

NOTE - Does not include metal roof flashings, gravel stop, or metal roofing; See Sheetmetal Worker wage schedule.

Additional per hour:

Green Roofing** \$ 0.25
Pitch Removal & Appl. 1.50
Asbestos Abatement 1.50

** Green Roofing is any component of green technology or living roof above the roof membrane including, but not limited to, the fabric, dirt and plantings.

SHIFT WORK

WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM OF \$4.00/HR FOR HOURS WORKED BEFORE 5:30AM AND AFTER 5:30PM.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker \$ 25.85

Additional contribution 0.75
on any Asbestos Abatement work

OVERTIME PAY

See (B, E, E2*, Q) on OVERTIME PAGE

*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the Journeyworker's wage:

1st term (0 to 999) 65%
2nd term (1000 to 1999) 70%
3rd term (2000 to 2999) 75%
4th term (3000 to 3999) 85%

Additional per hour:

Green Roofing** \$ 0.25
Pitch Removal & Appl. 1.50
Asbestos Abatement 1.50

SUPPLEMENTAL BENEFITS per hour:

1st term \$ 19.48
2nd term 21.40

3rd term	24.85
4th term	25.85
Additional contribution on any Asbestos Abatement work	\$ 0.75

6-195

Sheetmetal Worker

04/01/2025

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2024
Sheetmetal Worker:	
** (under \$10 million)	\$ 35.25
** (over \$10 million)	\$ 36.25

**For total cost of Sheetmetal contract only.

TO INCLUDE METAL ROOF FLASHINGS, GRAVEL STOP, AND METAL STANDING SEAM ROOFING.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 22.85
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyworker's wage.

1st	2nd	3rd	4th	5th
45%	55%	65%	75%	85%

SUPPLEMENTAL BENEFITS per hour:

1st	2nd	3rd	4th	5th
\$13.53	\$14.60	\$15.66	\$17.77	\$18.84

6-58

Sprinkler Fitter

04/01/2025

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES

Per hour	07/01/2024
Sprinkler Fitter	\$ 42.00

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 28.82
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.03	\$ 22.26	\$ 24.24	\$ 26.46	\$ 28.69	\$ 30.91	\$ 33.14	\$ 35.37	\$ 37.59	\$ 39.82

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.18	\$ 9.18	\$ 20.90	\$ 20.90	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15	\$ 21.15
1-669									

Teamster - Building	04/01/2025
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JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

Hamilton, Herkimer, Oneida

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worcester.

WAGES

GROUP # A:

Straight trucks, winch, transit mix on the site, road oilers,
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
(including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2024	07/01/2025
Group A	\$ 31.44	\$ 34.65
Group B	31.74	34.95

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker	\$ 28.58	\$ 29.56
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OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294z2

Teamster - Heavy&Highway	04/01/2025
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JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worcester.

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES

GROUP #1:

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:

Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour 07/01/2024

Group #1	\$ 39.75
Group #2	39.81
Group #3	39.90
Group #4	40.03
Group #5	40.19

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

SHIFT WORK

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.97
+\$1.00 per*
hour worked

(*) not applicable to paid holidays

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

1-294h/h

Welder

04/01/2025

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2024

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

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
- (B3) Time and one half of the hourly rate after 40 straight 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).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(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 :

☐

Construction (Building, Heavy
Highway/Sewer/Water)

☐

Tunnel

☐

Residential

☐

Landscape Maintenance

☐

Elevator maintenance

☐

Exterminators, Fumigators

☐

Fire Safety Director, NYC Only

☐

Fuel Delivery

☐

Guards, Watchmen

☐

Janitors, Porters, Cleaners,
Elevator Operators

☐

Moving furniture and
equipment

☐

Trash and refuse removal

☐

Window cleaners

☐

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.

NYSDOL Bureau of Public Work Debarment List 04/04/2025

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027

NYSDOL Bureau of Public Work Debarment List 04/04/2025

Article 8

DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026

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DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

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DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLETOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029

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DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL	*****4772	RWLOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029

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DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028