



PRINTED NAME OF BIDDER

HVAC, FURNISH, INSTALL, REPAIR

Invitation to Bid No.400460 Issued: June 17, 2013

PURCHASING BUREAU CONTACT: Gary Tomaselli, Purchaser, (585) 428-7224

BID OPENING: Wednesday, July 03, 2013 at 11:00 a.m.

Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, prior to bid opening, at which time and place all bids will be opened, read and recorded.

PRE-BID: Tuesday, June 25, 2013 at 2:00 pm, City Hall, Room 122-B

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appears immediately following this title page and is incorporated into the bidding document and contract by reference.

CONTRACT CHARACTERISTICS
(For definitions or explanations, see General Conditions)

Type of Contract: TERM CONTRACT, ONE YEAR WITH OPTION TO EXTEND

Bid Deposit Requirement: YES, SEE SECTION 18.

Performance Security Requirement: YES, SEE SECTIONS 18 & 19.

Insurance Requirement: YES, SEE SECTION 16.

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: NONE

BIDDERS: Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



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1. SCOPE

- 1.1 It is the intent of the City of Rochester to establish a contract for the furnishing, installation and repair of HVAC SERVICES at various buildings owned, rented, leased or otherwise controlled by the City. Any new equipment installed under the scope of this contract shall have a one (1) year warranty against factory defects and improper installation.
- 1.2 The primary users of this contract will be the Building Services Division. No other departments or division may utilize the contract without the authorization of the Building Services Division.
- 1.3 Any rented tools or equipment used in the performance of this contract are acceptable if identified as part of the base proposal. If an unforeseen need to rent equipment or a tool becomes necessary, a copy of the invoice must be provided to the City.

2. CONTRACT TERM

- 2.1 The contract resulting from this bid invitation shall commence on the date of end 07/31/2014
- 2.2 The contract may be extended for up three (3) periods of one year or less, under the same terms and conditions upon mutual agreement of the contracting parties.
- 2.3 The Margin Amount in dollars must remain the same during any extension of the contract. The Hourly Labor Cost to the City will change if the NYSDOL Wage Rate changes.

3. TERMINATION OF CONTRACT

3.1 TERMINATION FOR CONVENIENCE OF CITY

This contract may be terminated by the City in accordance with this section in whole, or from time to time, in part, whenever for any reason the City shall determine that such termination is in the best interest of the City. Any such termination shall be effective upon written notice to the contractor, and the City shall not be held liable for such termination.

3.2 TERMINATION FOR DEFAULT

3.2.1 The performance of work under this contract may be terminated by the City in accordance with this clause in whole, or from time to time, in part, if the contractor defaults in performance of this contract in accordance with its terms and fails to cure diligently such default within a period of ten days (or such longer period as the City may allow) after delivery by the City of a notice specifying the default.

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- 3.2.2 If this contract is terminated, the City may take over the work and services and prosecute the same to completion by contract or otherwise, and the contractor shall be liable to the City for any excess cost occasioned thereby.
- 3.2.3 This contract may not be terminated if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor.

4. GENERAL DESCRIPTION OF THE CONTRACT

4.1 The contractor shall provide all labor, transportation and equipment and materials only when requested necessary to perform HVAC repair and installation work.

4.2 The contractor will work under the direction of authorized representation of the ordering agencies.

4.3 TYPES OF WORK

4.3.1 Work may be required both inside and outside of buildings, and in facilities located outside (such as roofs). Examples of the work which might be requested, based on past experience, are:

- A. Install boiler steam or hot water.
- B. Install rooftop units and curb to existing duct work.
- C. Fabricate new duct work to connect to furnaces, air handling and rooftop units.
- D. Install through the wall packaged incremental units and window units.
- E. Trouble shoot ice rinks' low temp equipment and locate leaks in the flooded evaporator, plus repair.
- F. Remove for repair or replacement pump motors, fan motors and large compressor motors.
- G. Certified welder for steam boilers and refrigerant lines.
- H. Insulate heating and air conditioning piping sizes from 3/8" to 10".
- I. Remove reclaimed recyclable refrigerant from appliances and equipment in the waste stream.
- J. Duct cleaning in compliance with HVAC industry standard.
- K. Verify and commission installed equipment.

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L. Ability to apply for NYSERPA Grant application on City's behalf.

4.3.2 The work referenced in Section 4.3.1 is intended solely to present examples of the type of work which may be requested. The City makes no guarantee as to the actual type of work to be ordered during the contract term, except that it will be work expected of an HVAC service technician.

4.4 The Purchasing Agent reserves the right to advertise individual projects which exceed \$10,000.00.

4.5 The services to be performed hereunder shall be only those services actually needed and ordered. There is no guarantee as to the amount of work which will be ordered during the contract term.

5. MATERIALS AND EQUIPMENT

5.1 Materials for Building Services Division work may be provided upon submission by the contractor of a Stock-out Form itemizing materials required on a specific job by Maintenance Work Request (see paragraph 8.1.). Materials may be obtained at the Building Services Stockroom at 414 Andrews Street. Hours of operation are 8:00 a.m. to 4:15 p.m., Monday through Friday.

5.2 Materials for work requested by other City agencies may be supplied by Building Services Management personnel. Individual requirements for release of materials shall be at the discretion of such agency.

5.3 In the event materials are unavailable, the Contractor shall provide materials and bill the City at the actual contractor cost. All materials shall be itemized on the bill submitted to the City. The City reserves the right to audit the contractor's records to determine that items were billed at the contractor's cost. The City expects contractor's cost to mean list less the contractor's discount. Overcharges shall be deducted by the City from amounts due the contractor.

5.4 All materials, equipment and accessories provided by the contractor shall be new and unused. The City reserves the right to reject any material, equipment or equipment manufacturer.

5.5 SEE APPENDIX "A" TOOLS AND EQUIPMENT.

6. HOURLY RATES

6.1 The contractor shall be paid for the number of hours actually worked times the hourly rates in the Proposal. Regular time rates shall be defined as the hourly rate plus fringe benefits up to and including forty hours per week, eight hours per day.

6.2 Overtime rates shall be defined as follows:

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6.2.1 The specified rate for time and one half after eight (8) hours per day and on Saturdays with benefits paid at regular time.

6.2.2 Double the specified hourly rate on Sundays and holidays with benefits paid at regular time.

6.3 Travel time shall not be allowed on regular time; however, the City shall pay an amount equal to twenty minutes one way on overtime.

7. WORK ASSIGNMENTS

7.1 Generally, work assigned will be for project specific and emergency work. There may be projects that require single and/or multiple workers.

7.2 The City expects the work to be performed in as efficient and economical a manner as possible. To this end, apprentices should be used as appropriate whenever a project requires an additional worker.

8. STANDARDS

8.1 The contractor shall obtain permits for all work.

8.2 All work shall be done in accordance with the New York State Building Code, laws, ordinances and other applicable regulations.

9. BIDDER QUALIFICATIONS

9.1 No bid will be considered unless the person or organizations submitting the bid can meet the following minimum qualifications:

9.1.1 No portion of this contract can be subcontracted.

9.1.2 Performance record; must have ten (10) years in same HVAC business. Company must own ten (10) fully stocked vehicles with company lettering and insignia.

9.1.3 The parts, dispatch and repair center must be located within a twenty-five (25) mile radius of the City of Rochester's Building Services, located at 414 Andrews Street. The City reserves the right to visit and inspect the dispatch and repair site.

9.1.4 Primary user designees will determine what an emergency is.

9.1.5 Must have NYS electrical and plumber license, EPA Certification (for refrigerant recovery). Must have ability to dispatch vehicle within 20 minutes for emergencies. Company employees shall be provided and wear company uniforms with company logos on them.

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- 9.1.6 Must have in operation a mobile commercial service organization with operations base possessing the capability and capacity sufficient for satisfactory performance of the contract.
- 9.1.7 Must provide proof of comparable size commercial projects and service capabilities.
- 9.1.8 Must have the capability of managing multiple jobs simultaneously.
- 9.1.9 On demand, must be able to produce documentation or other evidence demonstrating ability to comply with the terms, conditions and specifications of this project.
- 9.1.10 The successful bidder must be prepared to present satisfactory proof of its capacity to meet the terms of this contract including, but not limited to: length of time in business (minimum ten [10] years), appropriate staff, inventory and equipment. The successful bidder must allow the Purchasing Agent or designee to inspect the bidder's facilities and/or request three (3) references to verify their capacity to complete this project.

10. TYPES OF WORK REQUESTS

10.1 MAINTENANCE WORK REQUESTS

Specific job requests from the Building Services Division for non-emergency work will be submitted to the contractor on a Maintenance Work Request Form. The contractor shall submit to the Superintendent of HVAC an estimate of man-hours required and a materials list. Work shall be performed upon approval of hours and materials and completed within a mutually agreed upon time limit.

10.2 REPAIR/INSTALLATION REQUESTS

Requests for specific repair and/or installation work covered by the scope of this contract may be made, either orally or in writing, by authorized City officials. The contractor shall submit to the requesting agency, prior to the start of work, a written estimate of the man-hours and materials required. The requesting agency must approve the estimate prior to the contractor starting the work. The agency can cancel the request if the cost estimate is too high.

10.3 EMERGENCY WORK REQUESTS

10.3.1 The contractor must maintain a telephone number where he can be reached twenty-four hours per day, seven days per week.

10.3.2 Notification of emergency work will be by telephone by the Superintendent of HVAC or other authorized City official. The contractor must have personnel on the job within one hour of notification.

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11. WRITTEN ESTIMATES REQUIRED

In every instance where the contractor estimates that a job will cost \$500 or more, the contractor must, prior to starting, give a written estimate for the work to the requesting agency. The estimate must show both labor and materials cost. The contractor must not proceed unless specifically directed to do so by the agency after submission of the estimate. If the estimate is too high, the agency can lower costs by providing materials, changing the scope of the work, or taking other reasonable steps. Should the estimate still be unacceptable, the agency can cancel the request. The City will not be liable to pay amounts in excess of the written estimate unless such amounts are expressly agreed to by the requesting agency.

12. SCHEDULE OF WORK

Routine maintenance, repair and installation work must be performed by the contractor as soon as possible, but in no event will a delay of more than thirty (30) days for completion of the work be acceptable. Emergency work shall be started within one (1) hour of notification. Failure to perform work in a reasonable time, as arranged between the City and the contractor, will be grounds for terminating this contract and declaring the contractor in default.

13. COMPETENCY OF BIDDERS

In order to determine bidder's responsibility, they may be required to furnish the following:

- 13.1 Performance record and length of time in business;
- 13.2 The address and description of the bidder's plant and place of business, and principals of the firm;
- 13.3 Itemized list of equipment in inventory;
- 13.4 Satisfactory references on previous City projects, if applicable;
- 13.5 Billing procedures satisfactory to using City agencies;
- 13.6 If an apparent low bidder's record shows problems in any of the above, the City reserves the right to have a pre-award meeting to determine the bidder's competency. The City's decision will be final.

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14. LABOR STANDARDS REQUIREMENTS

14.1 COMPLIANCE WITH LABOR LAWS

- 14.1.1 The contractor's attention is directed to the requirements of Sections 220 and 220-a through 220-e of the Labor Law of the State of New York, compliance with the provisions of which shall be deemed a condition to the satisfactory performance of this contract.
- 14.1.2 The contractor shall cause to be posted and maintained at all times in a conspicuous place at the Site of the Work, a clearly legible copy of the Schedule of Wage Rates as prescribed by the State Commissioner of Labor. The contractor shall further certify on any statement to the City for a partial or final payment that the wage rates paid to employees on this project have been in conformity with the wage rates set forth as determined by the State Commissioner of Labor pursuant to and in conformity with Section 220 of the New York State Labor Law.
- 14.1.3 The contractor shall keep a copy of his payrolls for this project available at all times for inspection by representatives of the City or other public agency having jurisdiction over the project, and shall produce them for such inspection at the request of said duly authorized representatives. The contractor and subcontractors shall submit weekly certified payroll records to the Project Manager for transmission to the City's Director of Finance or his designee. The contractor shall be responsible for the submission of copies of certified payrolls of all subcontractors. Payments shall be withheld from the contractor for failure to comply with this requirement.
- 14.1.4 In all operations related to the Work, all other State or Federal Laws, Local Ordinances and Laws controlling or limiting in any way the actions of those engaged in the Work, shall be strictly complied with by the contractor and all employees working under his direction. The foregoing shall apply to subcontractors of the contractor.

14.2 ANTI-KICKBACK RULES

Employees of the contractor and his subcontractors performing work under this contract shall be paid unconditionally and not less often than once a week without deduction or rebate on any account, except only such payroll deductions that are mandatory by law or permitted by the applicable regulations issued by the State Commissioner of Labor pursuant to the New York Labor Law. The contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submissions of affidavits required of subcontractors thereunder except as the Commissioner of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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14.3 WITHHOLDING OF PAYMENTS FROM CONTRACTOR

When a complaint is filed with the City of Rochester alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the City of Rochester has reason to believe that unpaid wages or supplements may be due, payments on the public work contract may be withheld from the prime contractor in sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty which may be imposed. The amounts withheld may be disbursed by the City of Rochester for and on account of the contractor or subcontractor to the respective employees to whom they are due.

15. PREVAILING WAGE RATES

- 15.1 Incorporated in these Contract Documents is the Prevailing Wage Rates Schedule in effect at the time of publication of these Contract Documents. Any Prevailing Wage Rates Redetermination which may arise prior to the bid opening will be distributed by addendum.
- 15.2 In the event that the prevailing rate of wages or supplements changes after the bids have been opened, or after the contract is let, an updated schedule will be issued by the State Department of Labor. Said updated schedule will be transmitted to the contractor by the City. Each workman, laborer or mechanic shall be paid or provided not less than the new updated rates.
- 15.3 The City will not be responsible for any of the contractor's increased labor costs which result from defects in the Wage Rate Schedule provided, or from amendments to the Prevailing Wage Rate Schedule, whether that increase occurs before advertisement, before bid opening, before award of the contract, after the contract has been let, or during the life of the contract. No change in the contract price shall be allowed to the contractor for any such increases, except as provided for elsewhere in these documents.
- 15.4 Information about current wage rates may be obtained on an advisory basis by contacting the City's Contract Administrator, Department of Finance, City Hall, Rochester, New York, at (585) 428-7398.

16. INSURANCE

- 16.1 The contractor shall procure and maintain at his/her own expense until final acceptance of the work covered by the contract documents, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided from insurance companies authorized to do such business in the State of New York covering all operations under the contract documents whether performed by him or his subcontractors.

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- 16.2 Within ten days of request, the contractor shall furnish to the City Purchasing Agent a certificate or certificates of insurance in form satisfactory to the City Purchasing Agent showing that he/she has complied with this Section, which certificate or certificates shall provide that the policies shall not be materially changed or canceled until ten days' written notice has been given to the City Purchasing Agent.
- 16.3 In each policy of insurance except insurance for Workers' Compensation and Disability Insurance, the City shall be named as an additional insured for liability arising under this agreement. Except for Workers' Compensation and Disability Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the project.
- 16.4 The kinds and amounts of insurance are as follows:

16.4.1 WORKERS' COMPENSATION AND DISABILITY INSURANCE

The agreement shall be void and of no effect unless the person or corporation making or executing same shall secure Compensation and Disability coverage covering all operations under the contract--whether performed by him or his subcontractors--for the benefit of, and keep insured during the life of said agreement, employees in compliance with the provisions of the Workers' Compensation Law.

A. Workers' Compensation Insurance

A policy covering the operations of the contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law.

B. Disability Insurance

A policy covering the operations of the contractor in accordance with the provisions of Article 9 of the Workers' Compensation Law, known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments thereto.

16.4.2 PROPERTY AND CASUALTY INSURANCE

- A. **CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE** issued to the contractor and covering the liability for damages imposed by law upon the contractor with respect to all work performed by him under the within agreement. The Contractor's Comprehensive General Liability Insurance shall include: Independent contractor's insurance, premises operation insurance, completed operations insurance and broad form property damage insurance. The x., c., u. exclusion shall be eliminated from the Contractor's Comprehensive General Liability Insurance.

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The comprehensive general liability policy shall furnish limits of not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
Combined Single Limit
\$1,000,000

for all damages arising during the policy period.

- B. MOTOR VEHICLE INSURANCE issued to the contractor and covering public liability and property damage on the contractor's vehicles in the amount of:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
Combined Single Limit
\$1,000,000

17. HOURS OF WORK

17.1 REGULAR TIME

This term describes work to be performed during the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, with the exception of the following legal holidays:

17.1.1 New Year's Day

17.1.2 Memorial Day

17.1.3 Independence Day

17.1.4 Labor Day

17.1.5 Thanksgiving Day

17.1.6 Christmas Day

17.2 OVERTIME

The term "overtime" includes any hours other than hours described in Section 17.1 and includes Saturdays and Sundays.

18. BONDS

18.1 BID BOND

A bid bond in an amount of \$2,500 shall be furnished with each bid. At its option, the City shall have the right to accept cash, a certified check, or a letter of credit in satisfaction of this requirement.

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18.2 PERFORMANCE AND OTHER BONDS

18.2.1 The contractor must furnish two executed surety company bonds, each in the amount of \$25,000.

- A. A Performance Bond shall be furnished as security for the faithful performance by the contractor of all terms and conditions of the contract documents.
- B. A Labor and Material Payment Bond shall be furnished as security for the claims of laborers and material suppliers.
- C. Both bonds shall be made out to the City of Rochester, prepared on an approved form and submitted by the contractor to the Purchasing Agent within ten (10) days of notification that his bid was accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. The surety furnishing the Performance Bond and the Labor and Material Payment Bond must waive notice of any change in the contract price or contract time. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

18.2.2 Alternate Security

- A. At its option, the City shall have the right to accept cash, a certified check, or a letter of credit in satisfaction of the foregoing requirements. Submission of personal checks, or checks that are not certified, will result in bid rejection.
- B. In the event the contractor submits cash or a cash instrument as alternate security, the City will accept \$25,000 as satisfying both Performance and Payment security requirements.
- C. Any security accepted in lieu of a payment bond shall be retained until the City is no longer liable for mechanics' liens against the work of the contract.

19. CASH PERFORMANCE SECURITY

19.1 To ensure effective performance of this contract, the successful bidder shall provide, in addition to the performance bonds referenced in Section 18, a performance security in the amount of \$2,500.00 in the form of cash or certified check.

19.2 This cash performance security will be used to defray costs in excess of the contract prices incurred if the contractor does not perform within the time stipulated herein.

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19.3 Should the City proceed against this cash security, the City retains the right to proceed against the \$25,000.00 performance bond referenced in Section 18 in order to obtain complete satisfactory performance of the entire contract.

20. DEFINITIONS FOR THE PROPOSAL

- 20.1 Base Hourly Labor Rate - is the straight time regular prevailing wage hourly rate plus benefits, for an electrician, as defined by the N.Y.S.D.O.L.
- 20.2 Margin Allowance - is the percentage of the Base Hourly Labor Rate charged by the contractor to cover equipment, overhead and profit.
- 20.3 Margin Amount - is the dollar amount resulting from multiplying the Base Hourly Labor Rate times the Margin Allowance.
- 20.4 Hourly Labor Cost to City - is the Base Hourly Labor Rate plus the Margin Amount.
- 20.5 Overtime - If overtime is required by law, the City will pay the N.Y.S.D.O.L. prevailing wage rate for overtime plus benefits for an electrician, plus the difference between the Base Hourly Labor Rate and the Hourly Labor Cost to the City. The Margin Amount does not change with overtime.

21. METHOD OF AWARD

- 21.1 Award will be made to the responsive and responsible bidder who proposes the lowest average of the three margin allowances.
- 21.2 the City reserves the right to reject any bid where the margin allowances are unbalanced or do not otherwise reflect current market conditions.

22. WARRANTY/GUARANTEE

Bidder shall, as part of this proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, bidder shall warranty/guarantee all goods/services for a period of one (1) year from the date of acceptance and bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said one (1) year period. All labor, parts and transportation shall be at bidder's expense.

23. NON-DISCRIMINATION

The bidder agrees, as required by the Labor Law of the State of New York and ordinance of the City of Rochester:

- 23.1 To hire employees without regard to age, race, creed, color, national origin, sex, sexual orientation, disability or marital status;

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- 23.2 That he, his subcontractors, and any person on his behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status;
- 23.3 That this contract may be cancelled or terminated by the City and all monies due or to become due hereunder may be forfeited for a second day or any subsequent violation of the terms or conditions of this section of the contract.

24. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions may participate in the contract resulting from this bid award as authorized by General Municipal Law. Use of this contract by any other political subdivision must be coordinated between the subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role other than to provide other political subdivisions a copy of this contract if requested.

25. NON-COLLUSIVE BIDDING CERTIFICATION

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 certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 25.1 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.
- 25.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.
- 25.3 No attempt has been or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

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PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception, unless exceptions are clearly noted in this proposal. SIGNATURE MUST BE THAT OF THE BIDDER OR OF AN EMPLOYEE OR AGENT AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER.

NOTE: Regular Time Rate shall be defined as the Basic Prevailing Wage hourly rate plus benefits. Overtime Rates are either one-and-one-half or double the Basic Prevailing Wage hourly rate, with benefits paid at regular time.

Instructions to Bidders:

Enter the percentage you are bidding for the Margin Allowance in Section B below. Multiply this percentage by the NYSDOL hourly rate in Section A and carry this total to Section C.

ELECTRICIAN

MARGIN ALLOWANCE: _____%

- | | | |
|----|--|-----------------|
| A. | Base Hourly Labor Rate (N.Y.S.D.O.L.)* | \$ <u>50.95</u> |
| B. | Margin Allowance | _____% |
| C. | Margin Amount
[Margin Allowance X Base Hourly Labor Rate (A X B)] | \$ _____ |
| 1. | Regular Time Cost to City (A + C) | = \$ _____ |
| 2. | Time-and-a-half Overtime Cost to City (\$67.015)
(N.Y.S.D.O.L. Rate for Time-and-one-half + the
Margin Amount) | = \$ _____ |
| 3. | Double-time Overtime Cost to City (\$83.08)
(N.Y.S.D.O.L. Rate for Double-Time + the
Margin Amount) | = \$ _____ |

NOTE: Any Apprentices properly employed by the Contractor in carrying out this contract work will be billed at and paid for at the Prevailing Wage Rate for Apprentices plus the Margin Amount as specified in C above.

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 17)

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PROPOSAL

NOTE: Regular Time Rate shall be defined as the Basic Prevailing Wage hourly rate plus benefits. Overtime Rates are either one-and-one-half or double the Basic Prevailing Wage hourly rate, with benefits paid at regular time.

Instructions to Bidders:

Enter the percentage you are bidding for the Margin Allowance in Section B below. Multiply this percentage by the NYSDOL hourly rate in Section A and carry this total to Section C.

PLUMBER

MARGIN ALLOWANCE : _____ %

- A. Base Hourly Labor Rate (N.Y.S.D.O.L.)* \$ 49.66
- B. Margin Allowance _____ %
- C. Margin Amount \$ _____
[Margin Allowance X Base Hourly Labor Rate (A X B)]
1. Regular Time Cost to City (A + C) = \$ _____
2. Time-and-a-half Overtime Cost to City (\$66.20)
(N.Y.S.D.O.L. Rate for Time-and-one-half + the
Margin Amount) = \$ _____
3. Double-time Overtime Cost to City (\$82.74)
(N.Y.S.D.O.L. Rate for Double-Time + the
Margin Amount) = \$ _____

NOTE: Any Apprentices properly employed by the Contractor in carrying out this contract work will be billed at and paid for at the Prevailing Wage Rate for Apprentices plus the Margin Amount as specified in C above.

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 17)

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PROPOSAL

NOTE: Regular Time Rate shall be defined as the Basic Prevailing Wage hourly rate plus benefits. Overtime Rates are either one-and-one-half or double the Basic Prevailing Wage hourly rate, with benefits paid at regular time.

Instructions to Bidders:

Enter the percentage you are bidding for the Margin Allowance in Section B below. Multiply this percentage by the NYSDOL hourly rate in Section A and carry this total to Section C.

SHEET METAL WORKER

MARGIN ALLOWANCE : _____ %

- | | | |
|----|--|-----------------|
| A. | Base Hourly Labor Rate (N.Y.S.D.O.L.)* | \$ <u>50.83</u> |
| B. | Margin Allowance | _____ % |
| C. | Margin Amount
[Margin Allowance X Base Hourly Labor Rate (A X B)] | \$ _____ |
| 1. | Regular Time Cost to City (A + C) | = \$ _____ |
| 2. | Time-and-a-half Overtime Cost to City (\$65.84)
(N.Y.S.D.O.L. Rate for Time-and-one-half + the Margin Amount) | = \$ _____ |
| 3. | Double-time Overtime Cost to City (\$80.85)
(N.Y.S.D.O.L. Rate for Double-Time + the Margin Amount) | = \$ _____ |

NOTE: Any Apprentices properly employed by the Contractor in carrying out this contract work will be billed at and paid for at the Prevailing Wage Rate for Apprentices plus the Margin Amount as specified in C above.

* **Average of the three Margin Allowances** _____ %

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

(Continued through Page 17)

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PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone/Fax No. Federal Employer ID No.

E-mail address of recipient of contract awards and extensions

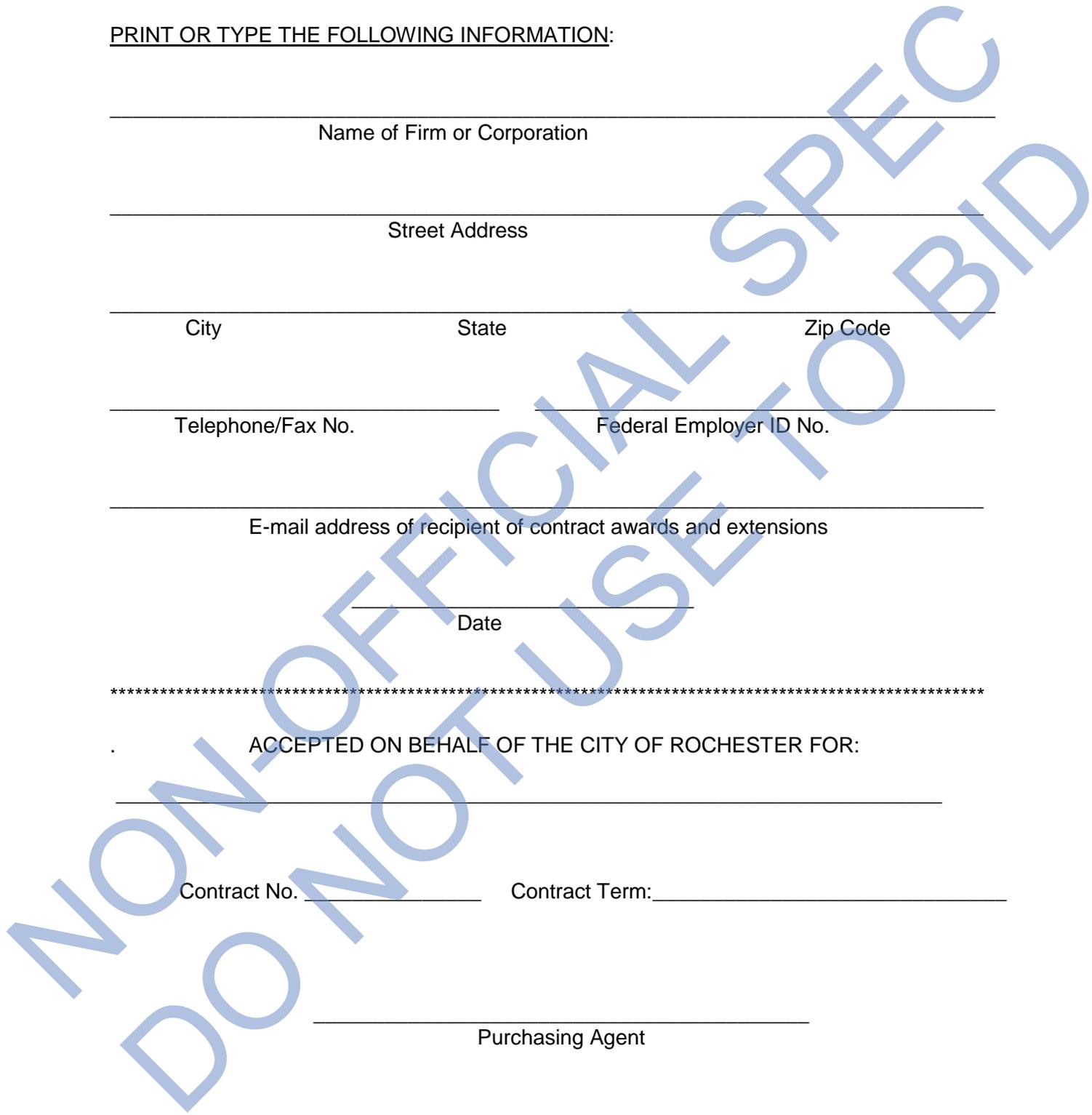
Date

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

Date: _____



APPENDIX "A"

HVAC TOOL LIST

(Not limited to)

- Various Torch Set
- Various Gage/Manifold Set
- Vacuum Pump
- Refrigerant Leak Detectors
- Multi-meters
- Mego-meters
- Charging Scales
- Refrigerant Recovery Equipment
- Carbon Dioxide Meter
- Carbon Monoxide Meter
- Air Balancing Equipment
- Mig Welder
- Stick Welder
- Duct Lift
- Combustion Analyzer
- Manometer
- Combustible Leak Detector
- Tube Cleaning Equipment
- Hand Tools
- Ductwork/Sheet Metal Tools
- Pipe Wrenches
- Thermometer Including Laser
- Nitrogen Regulators
- Capacitor Meters
- Saws
- Drills
- Air Compressor

WAGE RATES

NON-OFFICIAL SPEC
DO NOT USE TO BID