

INVITATION FOR BIDS

PLEASE TAKE NOTICE, that, pursuant to Section 103 of the General Municipal Law, sealed bids for the Town of Skaneateles Transfer Station for a three year contract for household garbage collection services, recyclable materials collection services, tire collection services and construction debris collection services, shall be received by the Town Clerk of the Town of Skaneateles, 24 Jordan Street, Skaneateles, New York 13152 until 10:00 a.m. on March 24, 2017, at which time all bids will be publicly opened and read.

A non-collusive bid certification pursuant to §103-d of the General Municipal Law must be submitted with each bid.

Specifications for the contract for services identified above have been filed in the office of the Town Clerk and are available to any interested person.

The right is reserved by the Town to reject all bids and re-advertise for new bids.

Janet Aaron
Town Clerk
Town of Skaneateles
685-3473

TOWN OF SKANEATELES

REQUEST FOR PROPOSALS FOR TOWN TRANSFER STATION

The Town of Skaneateles is seeking proposals for the collection of household garbage, recyclable materials, tires and construction debris to be collected from the Town's Transfer Station and hauled off site by the successful bidder. The following is an itemized proposal for providing specified garbage, recycling, tire removal and construction debris collection services at the Town Transfer Station for the Town of Skaneateles.

The successful bidder will be the bidder who best qualifies in the areas of qualifications, detailed waste management services and price.

The undersigned hereby declares that he or she has carefully examined all bid documents including specifications and related documents, also including those incorporated by reference, and all addenda thereto; is satisfied as to the information and conditions, and understands that in signing this Proposal he or she waives all right to plead any misunderstanding regarding the same.

The undersigned further declares that he or she has conferred with Town Highway Superintendent, Allan Wellington, visited the site at the Skaneateles Transfer Station, 1676 Old Seneca Turnpike, Skaneateles, New York and reviewed the specifications.

1. Bid Security

The undersigned submits herewith, in the amount of Nine Thousand and 00/100 Dollars (\$9,000.00), as bid security: (1) the completed bid bond form which is found herein, properly filled in, signed and notarized by the undersigned and the Surety, or (2) a certified check or certified funds. In case this proposal is accepted by the Town of Skaneateles and the undersigned refuses or neglects, within ten (10) calendar days after date of Notice of Award, to execute and deliver an agreement in the form provided herein, the amount of the bid security shall be forfeited and shall be paid to the Town of Skaneateles as liquidated damages.

2. Amount of Bid

The undersigned pledges, promises and agrees to furnish and provide to the Town of Skaneateles **construction debris collection services, recyclable materials collection services, tire removal services and household garbage collection services** for the Town's Transfer Station, pursuant to written specifications of the Town of Skaneateles attached hereto, as follows:

A. **Total Amount of Bid:** _____ \$ _____

OR

B. **Scheduled Rates attached.** ____

For recyclable materials, state any rebate that the

bidder will allow to the Town \$ _____

NOTE: The Town Board reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all nonconforming or conditional bids or counter proposals. Bids containing incomplete or no price information for any bid item, which thus prevents evaluation of the extended total for that bid item, may be rejected. The Town Board reserves the right to award each category separately or to award a bid for all four categories.

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

Dated: _____, 2017

Signed: _____
Name of Bidder

Signature of Authorized Officer of Bidder

Address

Telephone Number

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the _____ day of _____, 2017, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of _____ the corporation described in and which executed the above instrument; and that he/she signed his/her name thereby by authority of the board of directors of said corporation.

Notary Public

**TOWN OF SKANEATELES
STATE OF NEW YORK**

**REQUIREMENTS FOR BIDDERS AND MINIMUM SPECIFICATIONS
FOR PROVIDING SPECIFIED HOUSEHOLD GARBAGE, RECYCLABLE
MATERIALS, TIRE REMOVAL AND CONSTRUCTION DEBRIS COLLECTION
FOR THE TOWN TRANSFER STATION**

1.0 GENERAL.

It is the intention of these specifications to describe household garbage, recyclable materials, tire removal and construction debris collection services to be provided by the Bidder to the Town of Skaneateles related to the Town Transfer Station managed by the Town's Highway Superintendent. Any and all supplies and equipment necessary to provide collection services are to be provided by the Bidder unless specifically referenced herein as being provided by the Town. The specifications shall be construed as the acceptable minimum. All bidders must state in writing that they have contacted Allan Wellington, Highway Superintendent, visited the site and discussed the specific needs of the Town. The Town of Skaneateles is located in southwest Onondaga County and provides transfer station services for its approximately 7,209 residents. The Town is seeking to develop an operational system for the provision of transfer station services in the most cost effective manner possible. ESTIMATES FOUND ELSEWHERE IN THIS BID PACKAGE OF THE TOWN'S CURRENT AVERAGES IN EACH OF THE CATEGORIES IS AN ESTIMATE ONLY; BIDDERS ARE AWARE THAT ACTUAL AMOUNTS OF HOUSEHOLD GARBAGE, RECYCLABLES, TIRES AND CONSTRUCTION DEBRIS MAY BE MORE, OR LESS, THAN CURRENT AVERAGES.

2.0 QUALIFICATIONS OF BIDDER.

Qualifications of the bidder, including length of time in the business of providing household collection services for garbage, recyclable materials, tire removal and construction debris, along with personal and business references must be submitted. All bidders should provide details of experiences in providing services to municipalities.

3.0 DETAILED WASTE MANAGEMENT PLAN.

The bidder must provide a detailed Waste Management Plan which identifies the process(es) by which all collected materials from the Transfer Station will be collected, handled transported from the Transfer Station, to where collected materials will be transported, and ultimately where collected materials will end. The waste management plan shall include a detailed list of all items that will be accepted for recycling.

4.0 BIDS.

Bids shall provide or furnish all of the following:

1) Detailed description of all labor, equipment and components which the Bidder proposes to use to furnish each separate category of collection, i.e., household garbage collection, recyclable materials collection, tire removal and construction debris collection services. All exceptions shall be prominently noted. Any bidder turning the Town's specifications back in as their own may be automatically rejected. The bidder must show that he or she understands our specifications. The successful Bidder shall be solely responsible for providing satisfactory services.

2) Bids subject to an escalator clause or increase in price may be rejected.

3) Bid price must include all costs to the Town including, but not limited to, price and/or rebate for furnishing and providing the services requested, including hauling fee, disposal price per ton and all equipment, supplies and labor.

4) The non-collusive bidding certificate as required by Section 103-d of the General Municipal Law of the State of New York must be executed.

5) The Iranian Energy Sector Divestment Certification, as required by Section 103-g of the General Municipal Law of the State of New York must be executed.

6) Bidder agrees that he/she has reviewed and agrees to comply, in all respects, with these specifications.

5.0 INTERPRETATION OF SPECIFICATIONS.

Bidders shall not seek verbal interpretation of the meaning of any of these specifications or other contract documents. Every request for such interpretation should be in writing, addressed to the Town Highway Superintendent not later than five (5) days prior to the date set for bid opening. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record, by the Town Highway Superintendent in the form of addenda to the specifications. All addenda so issued will then become a part of the contract documents.

6.0 PROPOSAL.

Persons desiring to make a proposal shall use the proposed form prepared and attached hereto. The "blank" places 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 herein. The specifications attached hereto are to be considered as and shall form a part of the agreement.

Each proposal shall specify the correct gross or lump sum and shall also specify the unit prices for each of the separate items if called for the proposal. In case the amounts shown in words and the equivalents in figures do not agree, the written words shall be considered binding.

7.0 REQUIRED DOCUMENTS.

All Bidders Must:

1. Have authorized officer fill in all blanks on the Proposal Sheet(s) and sign the proposal.

2. Have the authorized officer sign the Non-Collusive Bidding Certificate.
3. Submit one original and one photocopy (Extra copies of these forms may be made and retained).
4. Provide Bid Bond or Certified Check as required in Paragraph 1 of the Bid Proposal.

NOTE: FAILURE TO FOLLOW THESE INSTRUCTIONS MAY CAUSE THE BID TO BE CONSIDERED "NON-RESPONSIVE" AND, THEREFORE, NOT ACCEPTABLE.

The successful bidder shall be required to execute a written contract with the Town of Skaneateles.

8.0 AVAILABILITY.

Availability shall be beginning May 1, 2017. Time is of the essence in this regard and the Town may reject any individual bid failing to state a May 1, 2017 availability consistent with this paragraph.

9.0 SPECIFICATIONS.

All services performed by Contractor under the Agreement shall be performed in accordance with the specifications set out in the Bid Proposal and in this Requirements for Bidders and Minimum Specifications. The following specifications are considered the minimum acceptable. If no exceptions are noted, it will be presumed that there are no exceptions.

Requirements:

A. GENERAL REQUIREMENTS

- (1) The Town owns its own containers and has the right to place same at the location determined by the Highway Superintendent.
- (2) Companies will be responsible for the pickup of full containers and the placement of empty containers.
- (3) Pickup of containers will be as needed and determined by the Highway Superintendent.
- (4) All Bidders must first meet with the Town Highway Superintendent at the Transfer Station to determine pickup logistics.
- (5) Emergency numbers of the Town and haulers will be exchanged.
- (6) A Certificate of Insurance with a minimum of \$ 1,000,000/\$3,000,000 Commercial General Liability and \$1,000,000/\$3,000,000 Automobile Liability and, naming the

Town of Skaneateles as additional insured must be provided. All bidders must show proof of workers compensation insurance coverage.

- (7) In addition, if applicable, Contractor shall require that its employees clean up their work area at the conclusion of each workday.
- (8) If the bid is for furnishing supplies, materials, equipment or services and is based upon a QUANTITY ESTIMATE, the bidder shall agree to furnish additional quantities, if required, at the price bid for the term of the contract.
- (9) The bidder must comply with all New York State DEC regulations.

B. CONSTRUCTION DEBRIS COLLECTION SERVICES

- (1) One or two forty (40) cubic yard open top roll off- type container(s) is/are placed at the Town Transfer Station for the collection of construction debris. On average, the Town collects 54 tons per month. The average fluctuates depending on weather. Currently, the Town ships one 40 yard open top container every 2 days with average weight load of 5 ton.

C. HOUSEHOLD GARBAGE COLLECTION SERVICES/MUNICIPAL SOLID WASTE

- (1) The Transfer Station on average receives nine (9) tons of household garbage per day, Tuesday through Friday and eighteen (18) tons received on Saturday.
- (2) The tipping floor must be kept clean to discourage odor and rodents.
- (3) It is expected that the successful bidder will make one pick-up daily, Tuesday through Saturday.

D. RECYCLABLE MATERIALS COLLECTION SERVICES

- (1) The Transfer Station receives on average a total of three (3) tons of single stream recyclables during the week days (Tuesday – Friday) and on average three (3) tons on Saturday.
- (2) The Town currently sends four loads of recyclable materials to the Material Recovery Facility per week using a 35 yard compactor delivering 3-5 tons per load.

E. TIRE REMOVAL

- (1) The Town currently receives on average 10 to 12 tons of waste tires per year.

The Town also reserves the right to REVISE or AMEND the bid specifications prior to the bid opening date by WRITTEN ADDENDA for reasons other than stated above.

NOTE: THE TOWN OF SKANEATELES DOES NOT ACCEPT ANY HAZARDOUS WASTE ON A DAILY BASIS. THE TOWN DOES HOLD COLLECTION OF HAZARDOUS WASTE ON SCHEDULED DATES BUT THE COLLECTION OF HAZARDOUS WASTE IS NOT INCLUDED IN THE SCOPE OF THIS RFP.

10.0 RELATIONSHIP OF THE PARTIES.

It is understood that an independent Contractor relationship will be created by this contract. Contractor is not to be considered an agent or employee of Town for any purpose, and the employees of Contractor are not entitled to any of the benefits that Town provides for Town's employees. It is understood that Town does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for other owners while Contractor is under contract with Town.

11.0 RESPONSIBILITIES OF CONTRACTOR.

1. Contractor shall furnish all labor, materials, equipment and other items necessary to carry out the terms of this Contract in a manner satisfactory to the Town.
2. Contractor shall furnish duly qualified and experienced employees and foremen or supervisors to carry out the work to be performed by Contractor under this contract. Persons hired by Contractor shall be and remain Contractor's employees. All personnel hired by the Contractor shall be thoroughly screened, including police clearance, as permissible by law. Contractor shall comply with the instructions pertaining to conduct and regulations issued by the Highway Superintendent. Contractor shall provide the Highway Superintendent with the name and address of all personnel assigned to the facility. Contractor shall at all times enforce strict discipline and maintain good order among the workers engaged in the work, and shall cause such workers to observe all reasonable fire prevention, security and safety rules and regulations in force at the site of the work.
3. Contractor shall provide adequate supervision at all times of the work which Contractor's employees are performing under this contract to insure its completion and satisfactory performance in accordance with the terms of the contract. In the performance of the work herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work. However, the work contemplated herein must meet the approval of Town and shall be subject to the Town's general right of inspection and supervision to secure the satisfactory completion thereof.
4. Contractor shall comply with all Federal, State and Municipal laws, rules and regulations that are now, or may in the future, become applicable to Contractor or Contractor's business, equipment and/or personnel engaged in operations covered by this contract or accruing out of the performance of such operations. Contractor shall take all precautions necessary and shall be responsible for the safety of the personnel performing the work hereunder and shall maintain all lights, guards, signs, temporary passages, or other protection necessary for this purpose. All work shall be done at Contractor's risk. Contractor shall obtain applicable permits and licenses and pay all related fees, unless otherwise stated herein.

12.0 INDEMNITY AND LIABILITY.

1. Contractor shall indemnify, defend and hold harmless Town and Town's employees against all liability and loss, and against all claims of Contractor's employees against all liability or loss, and against all claims or actions based upon or arising out of damages or injury (including death) to persons or property, caused by or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any law, ordinance, building code, or regulation. Contractor shall also indemnify, defend and hold harmless Town against all liability and loss in connection with, and shall assume full contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to Contractor's employees engaged in performance of the Contract.
2. Contractor shall bear all responsibility for any equipment owned or rented by Contractor and for any supplies and materials to be used by contractor in the performance of this Contract. Town shall not be responsible or be held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any supplies and equipment used by Contractor or any of its employees, even if such equipment is furnished, rented, or loaned to Contractor by Town. The acceptance or use of any such equipment by Contractor or any of its employees shall be deemed to mean that Contractor accepts full responsibility for, and agrees to indemnify, defend and hold harmless Town against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuses, or failure of such supplies and equipment, whether such injury or damage is to an employee or the property of Contractor, other Contractors, Town or other persons.

13.0 INSURANCE.

1. Contractor shall secure, pay the premiums for, and keep in force until the expiration of this Contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this Contract. Contractor agrees to provide Town with Certificates evidencing the required coverage before Contractor begins any work hereunder. Such Certificates shall be in a format acceptable to the Town, shall contain a provision that coverage afforded under the policies will not be canceled and no material changes will be made until at least thirty (30) days prior to written notice has been given to Town. Contractor shall provide and maintain the following insurance:
 - (a) Workmen's Compensation as required by all applicable Federal, State, Maritime or other laws including employer's liability.
 - (b) Comprehensive General Liability including:
 - i. Premises - Operations Liability Coverage
 - ii. Products - Completed Operations Liability Coverage
 - iii. Independent Contractors Liability Coverage, and Contractual Liability

- iv. Coverage, with minimum limits of at least: \$1,000,000/\$3,000,000 Comprehensive Automobile Liability including non-ownership and hired coverage as well as owned vehicles, with minimum limits of at least: \$1,000,000/\$3,000,000
- (c) Contractor shall name the Town of Skaneateles, as additional insured, on all insurance required to be maintained pursuant to this Contract.

14.0 TERMINATION/CANCELLATION.

(A) The Town of Skaneateles reserves the right to cancel the contract in the event that the bidder fails to fully comply with all insurance requirements at any time or

(B) The Town of Skaneateles reserves the right to cancel the contract in the event that the bidder fails to take adequate corrective action within fifteen (15) days after receiving notice of default in any of the obligations under the contract; including, but not limited to, the failure to deliver on specified delivery date(s) or the delivery of non-conforming goods or services. In the event of a default and cancellation of the contract, the bidder shall be responsible for payment to the Town of a sum equal to the additional contract costs to the County. The Town Highway Superintendent will communicate with the Contractor's management office to resolve problems throughout the contract term.

(C) The Town may also terminate immediately upon the bankruptcy, death, disability or incarceration of the successful bidder or any of the bidders, owners or officers.

(D) In the event that the Town, in its sole judgment, deems services as performed by Contractor, to be unsatisfactory, Town may at any time upon twenty (20) days written notice, terminate this Contract. Upon such termination, neither party shall have any further liability to each other, except for obligations existing prior to such termination.

15.0 NOTICES.

Any notice required shall be in writing and shall be either sent by mail or hand delivered to the parties at the addresses indicated herein. Notices for the Town shall be sent to:

Town Highway Superintendent
Town of Skaneateles
24 Jordan Street
Skaneateles, NY 13152

Notices to the Bidder shall be sent to the address set forth on the Bid Proposal.

16.0 ASSIGNMENT.

Contractor may not assign its rights or delegate its obligations under this Contract without the prior written consent of the Town. For purposes of this Contract, ASSIGNMENT INCLUDES

SUBCONTRACTING. Use of subcontractor without the prior written consent of Town shall result in the immediate termination of the Contract.

17.0 TAX EXEMPT STATUS.

The Town is a political subdivision of the State of New York and as a government entity, is exempt under Purchase Tax Law, Section 1116. The Town is not issued an exempt organization certificate or an ST119 with an exemption number by the New York State Tax Bureau. A copy of the Town's Voucher (VO), Purchase Order (PO) or petty cash form are the only certifications the Contractor is required to keep for documenting the tax exempt sale. Contractor questions concerning the Town's tax exempt status should be directed to the Town Clerk.

18.0 TOWN CONTRACTS/NEW YORK STATE CONTRACTS.

The Town reserves the right to purchase from the Town contract(s) or New York State contracts or authorized cooperative group purchasing programs.

19.0 TERM.

The term of this contract shall be three (3) years from the effective date of this contract and shall continue subject, however, to the Town's right to terminate this contract on twenty (20) days notice as referenced in this contract.

20.0 PAYMENT.

Payment for Contractor's work under this Contract shall be in accordance with all applicable State, Federal and Local Laws and shall be billed monthly on a rendered service basis. Depending upon the actual date of occupation by the Town payment for a portion of a month shall be pro-rated for the portion of such month as service is provided by adjusting the monthly charge on a per diem basis based on the number of cleaning days per month in accordance with the rates set forth herein. Contractor must submit a signed Voucher to the Town Clerk for each payment.

21.0 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.

22.0 WITHDRAWAL OF BIDS.

- A. No bids may be withdrawn after the bid deadline unless no award has been made within forty-five (45) days of bid opening.

- B. In the case of a unilateral bid mistake, or error, by a Bidder, on any bid proposal, legislation allows the Bidder to withdraw the bid after showing that:
1. the mistake was known, or made known to the Town **PRIOR** to the awarding of the contract, or within three (3) days after the bid opening, whichever period is shorter;
 2. the price bid was based on an error of such magnitude that enforcement would be unconscionable;
 3. the bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error rather than a judgment error;
 4. the error was actually due to an unintentional substantial mathematical error, or unintentional omission of a substantial quantity of work, labor, materials or services, made directly in the compilation of the bid (which error or omission can be shown by objective evidence drawn from certain listed documents); and
 5. it is possible to put the Town in "status quo ante."

23.0 PREVAILING WAGE.

The New York State 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 provide supplements (fringe benefits) in accordance with the prevailing practices in the location where working. The Bidder agrees to comply with the prevailing wage requirements including, but not limited to, all the requirements on the attached documentation from the New York State Department of Labor.

24.0 AUTHORIZED SIGNATURE.

The words "officer" or "officer of the company" means anyone having the "authority" to obligate their principal in the bidding and contract process. This person will provide documentation that he has this authority and will furnish the documentation within 72 hours, when requested, or be considered indicative of non-responsibility and will not be given further consideration.

25.0 REJECTION AND/OR ACCEPTANCE OF BIDS.

The successful bidder will be notified by letter within 20 days after opening of the bids. The successful bidder will be required to execute a written contract with the Town of Skaneateles. The bid and advertisement for bid are incorporated into the executed contract.

The Town reserves the right to evaluate and/or reject any and all bids in whole or in part, and to waive technicalities, irregularities and omissions, if, in the Town's judgment, the best interests of the Town will be served.

26.0 TOWN'S RIGHT TO INSPECT/AUDIT.

The successful bidder will permit the Town to periodically inspect and/or audit the Waste Management Plan set forth by the successful bidder to insure compliance.

27. ENTIRE AGREEMENT.

This instrument represents the entire agreement between the parties. This Contract may only be modified by a written instrument duly executed by both parties. This contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

NOTICE: All bids received that lack:

1. A signed proposal;
2. A signed Non-Collusive Bidding Certificate;
3. A signed Iranian Energy Sector Divestment Certificate; or
4. Bid Bond/Check, when required *may be rejected as being non-responsive at the formal public bid opening.*

The Town Procurement Officer(s) or employees conducting the bid opening will document the non-responsiveness orally and in writing.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
having an office at _____
(hereinafter called the "Principal") and the _____ a
corporation created and existing under the laws of the State of _____, having
its principal office at _____
(hereinafter called the "Surety") are held and firmly bound unto the _____
(hereinafter called the "Owner") in the full and just sum of _____ Dollars
(\$ _____) good and lawful money, well and truly to be made and done, the Principal binds
himself (its, themselves), his (its, their) heirs, executors, administrators, successors and assigns and
the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Owner a proposal for _____

which proposal is incorporated herein by reference and made a part hereof as fully and to the same
extent as if set forth at length herein;

NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the
proposal of the Principal and if the Principal shall enter into a Contract with the Owner in
accordance with the terms of the proposal and give such bond or bonds as may be specified in the
bidding or contract documents, then this obligation shall be null and void, otherwise to remain in
full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its
bond shall be in no way impaired or affected by any extension of the time within which the Owner
may accept the proposal of the Principal and said Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, the Principal has hereunto set his (its, their) hand and seal
and the Surety has caused this instrument to be signed by its and its corporate seal to be hereunto
affixed this day of _____, 2017.

Principal

By: _____ [seal]

Surety:

By: _____ [seal]

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the _____ day of _____, 2017, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of _____ the corporation described in and which executed the above instrument; and that he/she signed his/her name thereby by authority of the board of directors of said corporation.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the _____ day of _____, 2017, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of _____ the corporation described in and which executed the above instrument; and that he/she signed his/her name thereby by authority of the board of directors of said corporation.

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law requires the following statement subscribed by the bidder as true under the penalties of perjury: Non-Collusive Bidding Certification.

By submission of this bid, the bidder and each person signing on behalf of any bidder certifies and affirms under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restriction 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 be disclosed by the bidder prior to opening, directly 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 to submit a bid for the purpose of restricting competition.

(4) Attached hereto (if this bid is submitted by a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid or proposal on behalf of the corporate bidder.

Section 103-d of the General Municipal Law, as amended, in addition to requiring the above certification, provides as follows:

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restriction competition.

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

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or

local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bids and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Dated: _____, 2017.

Signed:

Name of Bidder

Signature of Authorized Officer of Bidder

Address

Telephone Number

CORPORATE NON-COLLUSIVE RESOLUTION

RESOLVED that _____ be authorized to sign and submit the bid or proposal of this corporation for the proposal to the Town of Skaneateles and to include in such bid or proposal the certificate as to non-collusion required in Section 103-d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____ at a meeting of its Board of Directors held on the _____ day of _____, 2017.

Secretary of Corporation

Name of Corporation

Address

Telephone Number

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

Section 103-d of the General Municipal Law requires the following statement subscribed by the bidder as true under the penalties of perjury: Iranian Energy Sector Divestment Certification.

- (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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.
- (b) Notwithstanding paragraph a of this subdivision, the statement of non-investment in the Iranian energy sector may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of this article.
- (c) A bid shall not be considered for award nor shall any award be made where the condition set forth in paragraph a of this subdivision has not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph a of this subdivision on a case-by-case basis if:
 - (1) The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - (2) The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Dated: _____, 2017.

Signed: _____
Name of Bidder

Signature of Authorized Officer of Bidder

Address

Telephone Number

Bid Specifications:

A. HOUSEHOLD GARBAGE COLLECTION

The undersigned pledges, promises and agrees to furnish and provide to the Town of Skaneateles household garbage collection services (including supplies and materials) for a period of three (3) years, for the Town's Transfer Station, pursuant to written specifications of the Town of Skaneateles attached hereto, as follows:

Breakdown:

\$ _____ Tipping Fee per Ton

\$ _____ Cost per haul

B. RECYLCABLE MATERIALS COLLECTION SERVICES

The undersigned pledges, promises and agrees to furnish and provide to the Town of Skaneateles recyclable collection services (including supplies and materials) for a period of three (3) years, for the Town's Transfer Station, pursuant to written specifications of the Town of Skaneateles attached hereto, as follows:

Breakdown:

\$ _____ Rebate per Ton

\$ _____ Cost per haul

C. CONSTRUCTION DEBRIS COLLECTION SERVICES

The undersigned pledges, promises and agrees to furnish and provide to the Town of Skaneateles scrap wood collection services (including supplies and materials) for a period of three (3) years, for the Town's Transfer Station, pursuant to written specifications of the Town of Skaneateles attached hereto, as follows:

Breakdown:

\$_____ Tipping Fee per Ton

\$_____ Cost per haul

D. TIRE REMOVAL SERVICES

The undersigned pledges, promises and agrees to furnish and provide to the Town of Skaneateles waste tire removal collection services (including supplies and materials) for a period of three (3) years, for the Town's Transfer Station, pursuant to written specifications of the Town of Skaneateles attached hereto, as follows:

Breakdown:

\$_____ Tipping Fee per Ton

\$_____ Cost per haul



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Skaneateles
Janet Aaron, Town Clerk
24 Jordan Street
Skaneateles NY 13152

Schedule Year 2016 through 2017
Date Requested 02/24/2017
PRC# 2017900168

Location Skaneateles Transfer Station
Project ID#
Occupation Type(s) Trash and Refuse Removal

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

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

If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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

Introduction

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

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

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

Responsibilities of the Public Agency

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

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer¹. A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

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

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

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

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

Hours

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

Wages and Supplements

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

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

¹ The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Social Security number; the craft, trade or occupation 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 craft, trade or occupation.

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. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen 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 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Skaneateles

Janet Aaron, Town Clerk
24 Jordan Street
Skaneateles NY 13152

Schedule Year 2016 through 2017

Date Requested 02/24/2017

PRC# 2017900168

Location Skaneateles Transfer Station
Project ID#
Occupation Type(s) Trash and Refuse Removal

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



New York State Department of Labor
Bureau of Public Work
SOBC—Bldg. 12—Rm. 130
Albany, NY 12240
www.labor.ny.gov

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

Contracts with PRC#s assigned on or after 8/1/2010:

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.
- Any corrections or updates to the annual determination will be posted to the DOL website on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1st.
- The DOL web site has a page where employers can enter their specific PRC number to find the correct wage rates for their contracts.

Contracts with PRC#s assigned PRIOR to 8/1/2010:

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

This is a change to our prior notice.

Article 9 wage schedule information is now available online.

Introduction to the Prevailing Rate Schedule

Introduction

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

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail. The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

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

Wages and Supplements

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

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

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion.

At a minimum, payrolls must show the following information for each person employed on a public work project: name; social security number; the craft, trade or occupation in which the worker was employed; hourly wage rate(s) paid; supplements paid or provided; and daily and weekly number or hours worked in each craft, trade or occupation.

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

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

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:

Telephone #

FAX #

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

Onondaga County Article 9

Trash and Refuse Removal

02/01/2017

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Cayuga, Cortland, Madison, Onondaga, Oswego

WAGES

For use with Transfer Station Operation.

Per hour: 07/01/2016

Indus. Truck Driver/Tractor Operator

\$ 16.78

Laborer/ non-construction

\$ 15.11

Conveyor operators and tenders

\$ 18.15

Weighers/Measurers

\$ 14.43

IMPORTANT INFORMATION:

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

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 1.75

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Trash and Refuse Removal

02/01/2017

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2016 05/1/2017 05/1/2018

Trash, Recycling,

Roll-Off and

Brush Drivers

\$ 15.00 \$ 15.25 \$ 15.50

Thrower Helper

\$ 11.00 \$ 11.25 \$ 11.50

IMPORTANT INFORMATION:

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

SUPPLEMENTAL BENEFITS

07/01/2016 05/01/2017 05/01/2018

\$ 6.84* \$ TBD* \$ TBD*

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

Vacation pay:

After one year of service: 5 days per year
After four years of service: 10 days per year
After nine years of service: 15 days per year

4 Personal days after 90 days of service.

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

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

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

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

10-317

Overtime Codes

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

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

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

- (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, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

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



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

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

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance 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

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

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		AIRPORT SERVICE LTD		P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL	*****0744	NCLN20 INC		3494 HALL LANE P O BOX 69LAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC		ROBERT SARDINA		C/O TRAFFIC MOVING SYSTEM 66 ALEXANDER STREETYONKERS NY 10701	03/31/2015	03/31/2020
DOL	DOL		SIHAYA JONES		C/O NCLN20 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	DOL		STEPHEN JONES		C/O NCLN10 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC	*****2049	TRAFFIC MOVING SYSTEMS INC		66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020