

Bid #

Submitted by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BID DOCUMENTS/CONTRACTS**

**S.T.O.P. 2014 - 2016**

**Bid Opening: January 17, 2014 AT 10:30 a.m.**

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## SPECIFICATIONS

### S.T.O.P. 2014 - 2016

The purpose of this contract is to provide the TOWN with services for the collection, disposal and transportation of household wastes as part of the TNHSWMA S.T.O.P. programs to be conducted on separate days.

<u>DATE</u>	<u>SITE</u>
Saturday, April 5, 2014	Michael J Tully Park 1801 Evergreen Ave, New Hyde Park, NY 11040-4050
<i>*Optional Event</i> Sunday, May 4, 2014	<i>North Hempstead Beach Park North Lot</i> <i>175 West Shore Road,</i> <i>Port Washington, NY 11050-3049</i>
Saturday, June 7, 2014	Michael J Tully Park 1801 Evergreen Ave, New Hyde Park, NY 11040-4050
Saturday, September 6, 2014	Michael J Tully Park 1801 Evergreen Ave, New Hyde Park, NY 11040-4050
Sunday, November 2, 2014	North Hempstead Beach Park North Lot 175 West Shore Road, Port Washington, NY 11050-3049

All S.T.O.P. dates will be held from 9:30 a.m. to 3:00 p.m. for Town of North Hempstead residents only. TNHSWMA reserves the right to conduct S.T.O.P. events on either four (4) or five (5) occasions throughout each year. The event marked "Optional Event" above may or may not be held. In the event that such event is not held, the Contractor shall receive no payment for such event. Event dates for 2015 and 2016 will be provided by TNHSWMA prior to such years.

The contract will be awarded for the services connected with the S.T.O.P. events

with the greatest economic benefit to the TNHSWMA.

The TNHSWMA, at its option may renew the contract for additional S.T.O.P. program events in 2015 and 2016, at the same terms as listed for 2014.

- I. The CONTRACTOR shall:
  - A. Guarantee to provide all professional services, including but not limited to supervision, labor, equipment, materials and supplies necessary to accept quantities of household hazardous wastes at the designated sites;
  - B. guarantee the presence of at least eight (8) qualified employees trained in the proper handling of hazardous wastes at the designated sites, both during the hours of household hazardous waste collection, 9:30 a.m. - 3:00 p.m., and before and after, as necessary;
  - C. provide names of CONTRACTOR'S employees that will be on site and the training that they have received, including the name of the professional scientist or engineer with experience in handling hazardous wastes that will be on-site;
  - D. provide a list of the CONTRACTOR'S emergency and safety equipment that will be available on-site, including personal protection equipment;
  - E. provide a general list of the type of waste, its segregation and packaging and its expected final destination;
  - F. provide a description of contingency and emergency plans, including the control plan covering containment and cleanup procedures;
  - G. guarantee that all containers used for packaging and transporting household hazardous wastes received are fully in accordance with any and all laws;
  - H. guarantee to fully restore and return the designated sites to the original condition prior to the collection event including the removal of all collected household hazardous wastes by 8:00 p.m. of the day of the event;
  - I. remove and transport the household hazardous wastes collected as per listed items in paragraph V. If the amount of material collected exceeds the anticipated volume a second truck will be dispatched to the collection site to transport the overage to the designated facility. In no event shall the CONTRACTOR store or leave any waste at the collection sites.
  - J. dispose of the collected household hazardous wastes in an approved manner

at a licensed hazardous waste disposal facility;

- K. sign the manifest as generator listing all items to be transported;
- L. provide proof of all necessary local, state and federal permits and identification numbers pursuant to the handling, transportation and disposal of hazardous wastes one (1) month prior to each program date. In the event CONTRACTOR loses the permit(s), license(s) or insurance for any reason, the TNHSWMA may elect to terminate this contract immediately;
- M. provide all technical expertise, equipment and labor necessary to fully carry out this program at the designated time and place in a manner that is protective of the public health and welfare environment. Typical duties include, but are not limited to the following:
  - 1) Prepare the site to protect the collection area using an impermeable ground cover barrier (tarp, sheet plastic, etc.)
  - 2) Taking substances from the public; leaking containers shall be immediately contained, weighed and placed in appropriate disposal drums
  - 3) Measuring and/or weighing substances
  - 4) Logging waste identification information for the Resource Conservation and Recovery Act (RCRA)/Disposal Evaluation Team and completion of paperwork thereto
  - 5) Placing of wastes in the appropriate specified containers
  - 6) Labeling of drums
  - 7) Loading drums onto truck
  - 8) Properly dispose of all materials collected according to law
  - 9) Provide a properly completed claim form listing quantities, description and unit prices, and
  - 10) Provide the name and location of the ultimate disposal facilities actually utilized for the waste accepted pursuant to this program.
- N. accept any light bulbs collected from Town of North Hempstead residents over the course of the year, as well as light bulbs from Town of North

Hempstead facilities and school districts.

- O. provide the TNHSWMA a detailed list of all items collected at each event five (5) days after each scheduled event. The list shall include all items collected and quantities and/or weights for each collected item.
- II. Title to all wastes accepted by the CONTRACTOR from TOWN residents for packaging, transport and disposal by the CONTRACTOR shall immediately vest in the CONTRACTOR at the time of acceptance.
- III. The CONTRACTOR warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property and the environment by the generation, transportation, treatment and disposal of hazardous wastes, and further warrants that it will perform all services under this agreement in a safe, efficient and lawful manner using industry accepted practices, and in full compliance with all applicable New York State, Federal and local laws, rules and regulations.
- IV. The CONTRACTOR shall provide an insurance certificate showing coverage of the types and amounts shown in the agreement attached hereto naming the TNHSWMA and the TOWN as additional insured and deliver the same with the CONTRACTOR'S response to this bid and at the time the final contract is executed.
- V. WHAT POLLUTANTS CAN BE ACCEPTED
  - Aerosol cans
  - Air conditioning refrigerants
  - Ammonia and solid bowl cleaner
  - Anti-freeze
  - Asbestos
  - Bug and rodent killers\* including 2,4-D
  - Bleach and disinfectants
  - Chemistry Kits
  - Drain cleaners and degreasers
  - Electronic Waste
  - Fertilizers with herbicides
  - Household batteries
  - Mercury products
  - Non-latex paints
  - Old pills and medicines
  - Paint thinner and brush cleaner
  - Permitted aerosol containers
  - Photography chemicals
  - Pharmaceuticals
  - Some polishes and wood preservatives

Swimming pool chemicals  
Spot removers and other solvents  
Unused oven cleaners  
Unused flammable liquids (fire starter)  
Weed killers

\*Especially pesticides which have been banned or restricted for use.

VI. WHAT POLLUTANTS WILL NOT BE ACCEPTED

Hazardous materials from homes located outside the TOWN OF NORTH HEMPSTEAD.

Hazardous materials from any commercial establishments.

AMMUNITION	RADIOACTIVE MATERIALS
EXPLOSIVES	SHOCK SENSITIVE MATERIALS
FIREWORKS	UNLABELED MATERIALS
INFECTIOUS WASTES	2, 4, 5-TP SILVEX

LATEX PAINT - shall be collected and disposed of by the Contractor into a roll-off box provided by the Town.

USED MOTOR OIL - shall be collected and handled by the Town.

CAR BATTERIES - shall be collected and handled by the Town.

ELECTRONIC WASTE - shall be collected and handled by the Town.

PHARMACEUTICALS - shall be collected and handled by the Town.

## **INSTRUCTIONS TO BIDDERS 2014 - 2016**

### **PROJECT IDENTIFICATION**

These instructions relate to the TNHSWMA S.T.O.P. program to be conducted on the dates shown in this bid in 2014, 2015 and 2016 for the safe disposal of household pollutants.

### **RECEIPT AND OPENING OF BIDS**

The TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY ("TNHSWMA") invites bids on the forms attached hereto, all blanks of which must be properly filled in. Bids will be received by the Executive Director of the TNHSWMA, or his designated agent, at the TNHSWMA offices located 802 West Shore Road, Port Washington, New York 11050, until 10:30 A.M., January 17<sup>th</sup>, 2014, the date specified in the Notice to Bidders, at which time they will be publicly opened and read.

### **PREPARATION OF PROPOSAL**

In submitting a bid(s), only the proposal sheets as furnished are to be filled out, but not detached from the contract form. In no case is the contract form to be filled out or signed by the bidder. The sealed proposals for this work shall be enclosed in an envelope properly identifying its contents. All blank spaces for bid prices must be filled in ink in both words and figures. PROPOSALS THAT CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, IRREGULARITIES OF ANY KIND MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION OF THE BID.

### **BID SECURITY**

The proposal must be accompanied by a certified check on a solvent Bank or Trust Company with its principal place of business in New York State in an amount equal to not less than ten (10%) percent of the amount bid made payable to the TNHSWMA, or a bid bond in the same amount and in such form as is acceptable to the Town Attorney as assurance that the bid is made in good faith. Checks of all except the three lowest bidders will be returned as soon as an award is made. Upon execution of the contract or within forty-eight (48) hours thereafter, the remaining unsuccessful bidders' checks will be returned.

### **QUALIFICATIONS OF BIDDERS**

Bidders must submit a Bidders' Qualification Statement in the form attached hereto indicating the name and qualifications of the individuals who can separate waste based on their chemical and physical properties and who can package, label and manifest waste for shipment.

Bidders must state their New York State Department of Environmental Conservation Transporter Number.

### REJECTION OF BIDS

The TNHSWMA reserves the right to reject any bid if the evidence submitted in the qualification statement or by investigation of such bidder fails to satisfy the TNHSWMA that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. **CONDITIONAL BIDS WILL NOT BE ACCEPTED.** The TNHSWMA reserves the right to reject any and all bids or to accept the bid which it deems most favorable to the interests of the TNHSWMA after all bids have been examined.

### INSURANCE REQUIRED

The successful bidder will be required to have its authorized insurance agent or representative complete the attached Insurance Certificate naming the TNHSWMA and the TOWN as additional insured and deliver the same at the time the final contract is executed.

### SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall execute and furnish to the TNHSWMA a Performance Bond equal to fifty (50%) percent of the amount bid for a term of one (1) year, such bond to be executed by a surety company acceptable to the TOWN. The successful bidder upon failure to execute and deliver the bond required by the proposal within ten (10) days from the date of the Notice of Award, shall, at the option of TNHSWMA, forfeit to the TNHSWMA as liquidated damages for such failure or refusal the security deposited with his bid, and he will be liable for and he agrees to pay to the TNHSWMA, on demand, the difference between the price bid and the price for which such contract shall subsequently be relet, including the cost of reletting, less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of his deposit or as a defense to any action upon accepted bid.

### LAWS

The contractor, subcontractors or any person acting on their behalf, shall strictly comply with all the provisions of the Labor Laws of the State of New York applicable to the employment of labor in the performance of the contract. Without limiting any of the above,

- (a) Contractor acknowledges that that the services provided are subject to the prevailing wage rates of the Labor Law, and that the following shall apply:
  1. A copy of the applicable prevailing wage rates to be paid or provided are annexed to this bid as Schedule A.
  2. The wages to be paid by the Contractor to its personnel performing the services shall be not less than the prevailing rate of wages and supplements as set forth by law. The contractor shall keep informed of all changes in prevailing wage rates during the term of this Agreement that apply to the classes of individuals supplied by the Contractor to perform the services, subject to the provisions of the Labor Law. The Contractor

is solely liable for and must paid such required prevailing wage adjustments during the term of the agreement for the services as required by law.

3. In compliance with Article 8, Section 220 of the Labor Law:
  - a. the Contractor must publicly post on the worksite, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements
  - b. Contractor and sub-Contractors must keep original payroll records or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Such records must be kept at the work site.
  - c. The Contractor and any sub-Contractors must submit certified monthly payroll transcripts to the Town.
  - d. The Contractors or any sub-Contractors must preserve such certified transcripts for a period of three years from the date of completion of the Services.
4. The Contractor agrees that in case of underpayment of wages to any worker on the project under this Agreement by the Contractor or any subcontractor, the Town may withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Agreement and the wages actually paid such worker for the total number of hours worked including administrative costs incurred and reasonable attorneys fees and that the Town may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Section may be in addition to the percentages to be retained by the Town pursuant to other provisions of this Agreement.

(b) Work Day. Eight hours shall constitute a legal day's work. No laborers, workmen or mechanics in the employ of the Contractor, a sub-Contractor or other person doing or contracting to do all or part of the work shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood, or danger to life or property. "Extraordinary Emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay if the public work is necessary in the judgment of the New York State Commissioner of Labor for the preservation of the work site or for the protection of the life and limb of persons using the work site.

(c) Discrimination. In accordance with the provisions of Section 220-E of the

Labor Law, the Contractor agrees as follows:

(i) That in the hiring of employees for the performance of the services or any subcontract hereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates;

(ii) That no Contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of the services on account of race, creed, color, or national origin;

(iii) That there be deducted from the amount payable to the Contractor by the Town under this Agreement a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

(iv) The contractor will also strictly comply with the Environmental Conservation Laws of the State of New York and the rules and regulations promulgated thereunder and all applicable federal laws, rules and regulations.

#### FORM OF PROPOSAL

The bid proposal must be made upon the form of proposal attached hereto. These forms must be completed as provided in these instructions to bidders and must be signed where indicated and contain the full name and address of the person, firm or corporation interested in the bid proposal. In the case of a corporation, the title of the officer signing must be stated

**BIDDER'S QUALIFICATION STATEMENT**

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

CONTRACTOR shall be duly qualified and licensed to collect, segregate, package and transport hazardous waste. The disposal facilities shall be duly permitted to accept the anticipated wastes to be collected during the S.T.O.P. programs.

1. How many years has your organization been in business as a household hazardous waste handler/transporter? \_\_\_\_\_
  
2. How many years has your organization been in business under its present name?  
\_\_\_\_\_
  
3. If a corporation, answer the following:
  - a) Date of Incorporation \_\_\_\_\_
  
  - b) State of Incorporation \_\_\_\_\_
  
  - c) President's Name \_\_\_\_\_
  
  - d) Vice President's Name(s) \_\_\_\_\_
  
  - e) Secretary's or Clerk's name \_\_\_\_\_
  
  - f) Treasurer's name \_\_\_\_\_
  
4. If individual or partnership, answer the following:
  - a) Date of Organization \_\_\_\_\_
  
  - b) Name and Address of All Partners (State whether general or limited partnership)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
5. If other than corporation or partnership, describe organization and name principals:

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6. We normally perform \_\_\_\_\_ percent of the work with our own forces.

List work normally subcontracted.

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7. Have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a Contract for which they furnished a bond on your behalf? \_\_\_\_\_

If the answer to any portion of this question is "yes," attach separate sheets, furnishing details of all such occurrences including name of Owner, Surety and name and date of Project.

8. Has any officer or partner of your organization ever been an officer or partner of another organization that terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a Contract for which they furnished a bond?

If the answer to any portion of this question is "yes," attach separate sheets, furnishing details of all such occurrences including name of Owner, surety and name and date of Project.

9. List previous experience in the transport and resale of recycled materials:

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10. List name and experience of the principal individuals of your organization. Show present position or office, years of experience, type of work for which individual was responsible (and in what capacity).

<u>Principal</u>	<u>Title</u>	<u>Years of Experience</u>	<u>Type of Work</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

11. List the names and qualifications of key employees or agents who will handle materials:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. List the states and categories of recyclables which your organization is legally qualified to collect, segregate, package, transport, resell, reuse or dispose of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. List your N.Y.S.-D.E.C. Transporter No. \_\_\_\_\_

14. List name, address and telephone number of an individual who represents each of the following and whom Town may contact for a financial reference:

14.1 A surety: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14.2 A bank: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14.3 A major material supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2013

\_\_\_\_\_  
(Print or Type Name of Bidder)

(Seal-if Corporation)

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

\_\_\_\_\_

(Title)

**S.T.O.P. PROPOSAL 2014 - 2016**

**FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL  
OF ALL HOUSEHOLD HAZARDOUS WASTES IN CONNECTION WITH THE  
TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT  
AUTHORITY S.T.O.P. PROGRAM**

**TO THE TOWN OF NORTH HEMPSTEAD  
SOLID WASTE MANAGEMENT AUTHORITY:**

Pursuant to an in compliance with your advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposed to furnish all vehicles, equipment, implements, labor and services necessary, and will collect, segregate, handle, package, transport and dispose of household hazardous wastes in connection with the TNHSWMA S.T.O.P. programs in 2014, 2015 and 2016 conducted on either FOUR (4) or FIVE (5) days in accordance with the proposed contract on file in the Office of the TNHSWMA at the prices set forth herein.

Name of Bidder: \_\_\_\_\_  
(Individual, firm or corporation as the case may be)

Costs

Set Up Cost per program \$ \_\_\_\_\_

Set up for FOUR (4) days: 4 x \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Set up for FIVE (5) days: 5 x \$ \_\_\_\_\_ = \$ \_\_\_\_\_

TOTAL GROSS BID (FIGURES)

FOUR (4) DAYS \$ \_\_\_\_\_

TOTAL GROSS BID (IN WORDS)

FOUR (4) DAYS

\* \_\_\_\_\_

TOTAL GROSS BID (FIGURES)

FIVE (5) DAYS \$ \_\_\_\_\_

TOTAL GROSS BID (IN WORDS)

FIVE (5) DAYS

\* \_\_\_\_\_

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The Bid security attached in the sum of \_\_\_\_\_ is to become the property of the TNHSWMA in the event the required bonds and insurance are not provided and the contract is not executed within the time herein set forth, as liquidated damages for the delay and additional expense to the TNHSWMA caused thereby.

Within ten (10) working days from the date of the service of a notice and acceptance of this Proposal, delivered in person or mailed to the address given in the Proposal, BIDDER will execute a formal contract with the TNHSWMA and deliver the required insurance certificate and surety bonds.

The above named Bidder affirms and declares:

- 1) that said Bidder is of lawful age and the only one interested in this bid, and that no person, firm or corporation other than herein named has any interest in this bid or in the contract proposed to be entered into;
- 2) that this Bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same material, supplies or equipment and is in all respects fair and without collusion or fraud;
- 3) that said Bidder is not in arrears to the TOWN OF NORTH HEMPSTEAD or TNHSWMA upon debt or contract and is not in default as surety or otherwise upon any obligation to the TOWN OF NORTH HEMPSTEAD or TNHSWMA;
- 4) that no officer or employee of the TOWN OF NORTH HEMPSTEAD or TNHSWMA is, or shall become interested, whether directly or indirectly, as a contracting party in this bid or the performance of the contract, or in the supplies, materials or equipment, and the work or labor to which it relates, or in any portion of the profits thereof;
- 5) that he has surveyed the locations and has satisfied himself as to the nature and location of the buildings to be serviced, the kind and extend of equipment and other facilities needed for the performance of the contract, the general and local conditions, and all other items which may in any way affect the contract or its performance; and
- 6) that he has carefully examined and fully understands all the component parts of this contract, and that he will execute the contract and will completely perform it in strict accordance with its terms and for the amount quoted by him to furnish all vehicles, equipment and sufficient labor to accomplish the collection, segregation, handling, packaging, transport and disposal of household hazardous waste in accordance with the Notice to Bidders, Instructions to Bidders, Proposal and Contract, all of which are a part of the contract to such extent as they relate to or govern the obligations herein proposed



\_\_\_\_\_, being duly sworn, deposes and says:  
I am the \_\_\_\_\_ of \_\_\_\_\_,  
the above named individual/partnership/corporation, whose name is subscribed to and  
which executed the foregoing Bid. I reside at \_\_\_\_\_  
\_\_\_\_\_ State of \_\_\_\_\_.  
I have knowledge of the several matters therein stated, and they are in all respects true.

\_\_\_\_\_  
Signature of Person Who Signed Bid

Telephone No. \_\_\_\_\_

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public

If BIDDER is an **INDIVIDUAL**, complete the following:

Name (print) \_\_\_\_\_ Tel. No. \_\_\_\_\_

Residence Address \_\_\_\_\_  
\_\_\_\_\_

Business Address \_\_\_\_\_ Tel. No. \_\_\_\_\_

\_\_\_\_\_

If BIDDER is a **PARTNERSHIP**, complete the following:

Name of each Partner

Residence/Tel. No.

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If BIDDER is a **CORPORATION**, complete the following:  
Organized under the Laws of the State of \_\_\_\_\_

Corporation Name & Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name & Address of President \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name & Address of Treasurer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT**

**S.T.O.P. 2014 - 2016**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY, a municipal corporation of the State of New York, having its principal office at 220 Plandome Road, Manhasset, New York 11030 (hereinafter referred to as "TNHSWMA"), and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR"),

**W I T N E S S E T H:**

WHEREAS, the TNHSWMA desires to provide an environmentally sound household chemicals disposal service for Town residents, and

WHEREAS, the CONTRACTOR, being duly qualified and licensed, desires to provide such services,

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

I. **DEFINITIONS**

- A. S.T.O.P. Programs (Stop Throwing Out Pollutants) - are sponsored and coordinated by New York State Department of Environmental Conservation to address the issue of household hazardous wastes on Long Island.
- B. Household Hazardous Waste - shall include those items listed and defined as hazardous wastes in 6NYCRR Part 371.
- C. Designated Sites - will be within the geographical limits of the Town of North Hempstead.

II. **CONTRACTOR RESPONSIBILITIES**

The CONTRACTOR shall:

- A. guarantee to provide all professional services, including but not limited to supervision, labor, equipment, materials and supplies necessary to accept quantities of household hazardous wastes at the designated sites;
- B. guarantee the presence of at least eight (8) qualified employees trained in the proper handling of hazardous wastes at the designated sites, both during the hours of household hazardous waste collection, 9:30 a.m. - 3:00 p.m., and before and after, as necessary;
- C. provide names of CONTRACTOR'S employees that will be on site and the training that they have received, including the name of the professional scientist or engineer with experience in handling hazardous wastes that will be on-site;
- D. provide a list of the CONTRACTOR'S emergency and safety equipment that will be available on-site, including personal protection equipment;
- E. provide a general list of the type of waste, its segregation and packaging and its expected final destination;
- F. provide a description of contingency and emergency plans, including the control plan covering containment and cleanup procedures;
- G. guarantee that all containers used for packaging and transporting household hazardous wastes received are fully in accordance with any and all laws;
- H. guarantee to fully restore and return the designated sites to the original condition prior to the collection event including the removal of all collected household hazardous wastes by 8:00 p.m. of the day of the event;
- I. remove and transport the household hazardous wastes collected as per listed items in paragraph V of the Specifications. If the amount of material collected exceeds the anticipated volume a second truck will be dispatched to the collection site to transport the overage to the designated facility. In no event shall the CONTRACTOR store or leave any waste at the collection sites.
- J. dispose of the collected household hazardous wastes in an approved manner at a licensed hazardous waste disposal facility;
- K. sign the manifest as generator listing all items to be transported;
- L. provide proof of all necessary local, state and federal permits and

identification numbers pursuant to the handling, transportation and disposal of hazardous wastes one (1) month prior to each program date. In the event CONTRACTOR loses the permit(s), license(s) or insurance for any reason, the TNHSWMA may elect to terminate this contract immediately;

- M. provide all technical expertise, equipment and labor necessary to fully carry out this program at the designated time and place in a manner that is protective of the public health and welfare environment. Typical duties include, but are not limited to the following:
- 1) prepare the site to protect the collection area using an impermeable ground cover barrier (tarp, sheet plastic, etc.)
  - 2) taking substances from the public; leaking containers shall be immediately contained, weighed and placed in appropriate disposal drums
  - 3) measuring and/or weighing substances
  - 4) logging waste identification information for the Resource Conservation and Recovery Act (RCRA)/Disposal Evaluation Team and completion of paperwork thereto
  - 5) placing of wastes in the appropriate specified containers
  - 6) labeling of drums
  - 7) loading drums onto truck
  - 8) properly dispose of all materials collected according to law
  - 9) provide a properly completed claim form listing quantities, description and unit prices, and
  - 10) provide the name and location of the ultimate disposal facilities actually utilized for the waste accepted pursuant to this program.
- N. Title to all wastes accepted by the CONTRACTOR from TOWN residents for packaging, transport and disposal by the CONTRACTOR shall immediately vest in the CONTRACTOR at the time of acceptance.
- O. The CONTRACTOR warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property and the environment by the generation, transportation, treatment and disposal of hazardous wastes, and further warrants that it will perform all services under

this agreement in a safe, efficient and lawful manner using industry accepted practices, and in full compliance with all applicable New York State, Federal and local laws, rules and regulations.

III. TNHSWMA RESPONSIBILITIES

The TNHSWMA shall:

- A. designate the dates and provide the sites for the projects;
- B. publicize the events throughout the TOWN;
- C. provide up to four (4) people to operate outside of the hazardous waste work area and to collect information desired by the TNHSWMA and answer questions by the public;
- D. TNHSWMA employees to collect and dispose of non-hazardous items (i.e. waste oil, car batteries, and
- E. TNHSWMA will also provide at site one 30 cubic yard roll off box for miscellaneous rubbish (solid waste).

IV. PAYMENT

The TNHSWMA agrees to pay, and the CONTRACTOR agrees to accept, in full payment performance of this contract an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) for each STOP event for which Services are performed, for a total amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS per Agreement Year (as such term is defined below) as finally adjusted, if necessary, in accordance with the provisions of the S.T.O.P. Proposal for 2014, 2015 and 2016, which is incorporated into and made a part of this contract.

Payment shall be made in installments after each separate program has been fully completed. No monies shall be paid by the TNHSWMA except pursuant to a properly executed

claim form, which form shall be provided by the TNHSWMA together with the completed N. Y. State Hazardous Waste Manifests indicating that the CONTRACTOR has signed as generator and showing acceptance of the waste by permitted disposal facilities. The CONTRACTOR may submit individual claim forms for each program payment together with substantiating documentation of the costs claimed.

V. TERM/CANCELLATION

The term of this agreement shall be for a period commencing on the date of this agreement and ending on December 31, 2014 (the "Initial Year"). The TNHSWMA may, at any time, exercise its option to renew this agreement for two (2) additional one (1) year terms, the first such year commencing on January 1, 2015 and ending on December 31, 2015 and the second such year commencing on January 1, 2016 and ending on December 31, 2016 (each such year, a "Renewal Year"), on the terms and conditions as the initial term of this Agreement. The Initial Year and each Renewal Year shall be known as an "Agreement Year". The STOP event dates for the Renewal Years shall be provided to the Contractor by TNHSWMA. The renewal of this Agreement shall be subject to the approval of the Board of TNHSWMA.

In the event a program is cancelled due to no fault of the parties, no charge shall be made to the TNHSWMA for such cancellation, and the TNHSWMA will attempt to reschedule such program at a mutually agreeable time. If such program is not re-scheduled within the calendar year, that program and all costs and payments associated thereto will be cancelled.

VI. TERMINATION OF CONTRACT FOR CAUSE

Except as otherwise provided herein, if the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this agreement, or if the CONTRACTOR shall

violate any of the covenants, agreements or stipulations of this agreement, the TNHSWMA shall thereupon have the right to terminate this agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination.

In that event, all finished or unfinished documents and reports prepared by the CONTRACTOR shall, at the option of the TNHSWMA, become its property, and the CONTRACTOR shall be entitled to receive no additional compensation for the work therefore performed.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the TNHSWMA for damages sustained by the TNHSWMA by virtue of any breach of the agreement by the CONTRACTOR.

## VII. LAWS

- A. The CONTRACTOR shall conform to any Federal, State, Town, Municipal or local laws or regulations, and shall procure at its own expense any license or permit, and shall pay any and all license fees or charges whether of North Hempstead or otherwise.
- B. CONTRACTOR shall pay laborers, workers or mechanics not less than the prevailing rate of wage and supplements (fringe benefits) in accordance with §220 of the Labor Law and the prevailing practices in the locality where the work is performed.
- C. This contract shall be void and of no effect unless the CONTRACTOR shall secure compensation to the benefit of, and keep insured during the life of this contract, his employees in compliance with the provisions of the Workers' Compensation Law of the State of New York. Duplicate certificates of such insurance shall be furnished to the TNHSWMA.
- D. This agreement shall be interpreted in accordance with the laws of the State of New York.

## VIII. LABOR LAWS

A. Contractor acknowledges that that the Services are subject to the prevailing wage rates of the Labor Law, and that the following shall apply:

1. A copy of the applicable prevailing wage rates to be paid or provided are annexed to this Agreement as Schedule F.
2. The wages to be paid by the Contractor to its personnel performing the Services shall be not less than the prevailing rate of wages and supplements as set forth by law. The Contractor shall keep informed of all changes in prevailing wage rates during the term of this Agreement that apply to the classes of individuals supplied by the Contractor to perform the Services, subject to the provisions of the Labor Law. The Contractor is solely liable for and must paid such required prevailing wage adjustments during the term of this Agreement as required by law.
3. In compliance with Article 8, Section 220 of the Labor Law:
  - a. the Contractor must publicly post on the worksite, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements
  - b. Contractor and sub-Contractors must keep original payroll records or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Such records must be kept at the work site.
  - c. The Contractor and any sub-Contractors must submit certified monthly payroll transcripts to the Town.
  - d. The Contractors or any sub-Contractors must preserve such certified transcripts for a period of three years from the date of completion of the Services.
4. The Contractor agrees that in case of underpayment of wages to any worker on the project under this Agreement by the Contractor or any subcontractor, the Town may withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Agreement and the wages actually paid such worker for the total number of hours worked including administrative costs incurred and

reasonable attorneys fees and that the Town may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Section may be in addition to the percentages to be retained by the Town pursuant to other provisions of this Agreement.

B. Work Day. Eight hours shall constitute a legal day's work. No laborers, workmen or mechanics in the employ of the Contractor, a sub-Contractor or other person doing or contracting to do all or part of the work contemplated by this Agreement shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood, or danger to life or property. "Extraordinary Emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay if the public work is necessary in the judgment of the New York State Commissioner of Labor for the preservation of the work site or for the protection of the life and limb of persons using the work site.

C. Discrimination. In accordance with the provisions of Section 220-E of the Labor Law, the Contractor agrees as follows:

(i) That in the hiring of employees for the performance of the Services under this Agreement or any subcontract hereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates;

(ii) That no Contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the

performance of the Services under this Agreement on account of race, creed, color, or national origin;

(iii) That there be deducted from the amount payable to the Contractor by the Town under this Agreement a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

(iv) That this Agreement may be cancelled or terminated by the Town, and all monies due, or to become due, hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

(v) Contractor agrees to post in conspicuous places, available employees and applicants for employment, notices to be provided for by the TNHSWMA setting forth the provisions of this non-discrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

(vi) In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under subcontracting, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this agreement and the regulations relative to non-discrimination on the grounds of race, color or national origin.

#### IX. ASSIGNMENT

The CONTRACTOR shall not assign, sell or transfer any interest in this agreement without the prior written consent of the TNHSWMA thereto; provided, however, that claims for money due or to become due to the CONTRACTOR from the TNHSWMA under this

contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer for such claims for money due or to become due shall be furnished promptly to the TNHSWMA.

X. EXPENSES

The CONTRACTOR shall furnish all labor, trucks and material necessary for the performance of this contract as it pertains to the performance of the CONTRACTOR'S obligations, at its own cost and expense, including any and all insurance, bonds, fees, pensions, or other charges and expenses.

XI. SURETY BOND

The CONTRACTOR shall furnish a performance bond of a recognized surety company fifty (50%) percent of the total amount of any contract payment. The issuance of such bond is intended to and shall be constructed as providing that upon the non-performance or failure of the CONTRACTOR to perform the whole or any part of the contract, the surety or sureties will, upon written notice by the TNHSWMA, either delivered personally or sent by registered mail, addressed to the last known address of such surety or sureties within forty-eight (48) hours after such mailing or personal notice, undertake to perform or cause to have performed all the conditions of this contract to be performed by the CONTRACTOR, and that upon the failure of said surety or sureties to perform or cause to be performed this contract within the said forty-eight (48) hours, the TNHSWMA may contract for the performance thereof in such manner and under such conditions as it deems necessary, and the cost thereof, together with any other expenses, shall be repaid by the surety or sureties to said TNHSWMA.

XII. INSPECTION

The TNHSWMA shall have the right to appoint or designate an Inspector for the purpose of ascertaining whether or not the CONTRACTOR is performing the terms of this contract, and the CONTRACTOR shall allow the said Inspector free access to the facility, and any and all equipment of the CONTRACTOR at any and all times, so as not to interfere with the CONTRACTOR'S operation.

The Inspector so appointed or designated shall have the full executive powers of the TNHSWMA regarding the interpretations of the provisions of this contract and have the power to enforce the same, and the CONTRACTOR shall honor such interpretation and enforcement as representing the intent and orders of the TNHSWMA.

### XIII. INSURANCE

CONTRACTOR agrees to procure and maintain the following insurance coverages in the amounts specified during the course of this agreement:

- A. Comprehensive General Liability insurance to which the TOWN OF NORTH HEMPSTEAD and TNHSWMA has been added as an additional insured covering the liability of the CONTRACTOR, including contractual insurance defending, indemnifying and holding harmless the TOWN OF NORTH HEMPSTEAD and TNHSWMA, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this agreement, with a combined single limit (bodily injury/property damage) of ONE MILLION (\$1,000,000) DOLLARS.

- B. Workers' Compensation Insurance.

At the time of execution of this agreement, the CONTRACTOR shall furnish

the TNHSWMA with certificate of insurance evidencing the required coverages. All certificates of insurance shall provide that the policies shall not be changed or cancelled until thirty (30) days' prior written notice is given to the TNHSWMA.

- C. Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220(8).

The CONTRACTOR shall be in compliance with the insurance requirements of the Motor Carrier Action of 1980 for the transportation of hazardous wastes (if applicable).

#### XIV. DISPUTES

In case of a dispute, the CONTRACTOR shall continue its work until an agreement is reached, or in case an adjustment cannot be made, until the matter shall have been finally adjudicated by the Court or an Arbitrator.

#### XV. DEFAULT

In the event of failure of the CONTRACTOR to carry out the terms of this agreement, the TNHSWMA reserves the right to withhold any compensation that might then be due or become due until such time as the CONTRACTOR meets its full obligations. The TNHSWMA, upon such failures, must notify the CONTRACTOR, in writing, of the default and provide the CONTRACTOR seven (7) days to take corrective measures to cure the default, prior to taking action under this Article. After seven (7) days, the TNHSWMA may likewise consider the CONTRACTOR in default, and after forty-eight (48) hours' notice to the CONTRACTOR and surety or sureties by registered mail, telephone, or

personally, may immediately contract or otherwise provide for recycling hereunder, the cost thereof together with any expense or damage to be paid by the CONTRACTOR.

If the CONTRACTOR shall, without the consent of the TNHSWMA, in writing, assign, transfer, convey, or sublet, or otherwise dispose of this contract, or its right, title or interest therein, or of any moneys to become due under this contract, to any other person, firm or corporation, then this contract shall, at the option of the TNHSWMA, be revoked and annulled, and the TNHSWMA shall be relieved and discharged from any and all liability and obligations growing out of the same to CONTRACTOR and its assignee or transferee.

XVI. HOLD HARMLESS

CONTRACTOR agrees to hold the TNHSWMA free and harmless from any and all liability and claims for damages by reason of any injury to any person or persons including, but not limited to, the CONTRACTOR and its employees, or property of any kind whatsoever and to whomsoever belonging, including, but not limited to, CONTRACTOR and its employees and agents from any cause or causes whatsoever arising from the performance by CONTRACTOR and its employees and agents, of its obligations under the provisions of this contract.

XVII. REFUSAL TO TESTIFY

If any person when called to testify before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a municipal department, or other municipal agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York or any political subdivision thereof, a public authority, or with public department, agency or office of

the state, or any political subdivision thereof, refuses to answer any relevant question concerning such transaction or even though offered appropriate immunity, then any such person or any firm, partnership, or corporation of which he (it) is a member, partner, director, or officer shall be disqualified for a period of five (5) years after such refusal from submitting bids to, receiving awards from or entering into any contracts with the TNHSWMA or any department or agency or official thereof. If such a person refuses to answer any relevant question as aforesaid, then this agreement may be cancelled and terminated by the TNHSWMA without the TNHSWMA incurring any penalty or damages by virtue of such cancellation or termination.

#### XVIII. INDEPENDENT CONTRACTOR

While engaged in carrying out and complying with the terms and conditions of this agreement, CONTRACTOR is an independent contractor and not an officer, employee or agent of the TNHSWMA. CONTRACTOR shall not, at any time or in any manner, represent that it, or any of its agents or employees, are in any manner agents or employees of the TNHSWMA.

#### XIX. MERGER

It is understood that the agreement represents the entire agreement of the parties hereto, and all previous understandings are merged herein, and no modifications thereof shall be valid unless written evidence thereto shall be executed by the parties hereto.

#### XX. SEVERABILITY

If, for any reason, any terms or provisions of this agreement shall become or be declared void, illegal and of no effect or superseded by any modification or amendment, all the remaining terms and provisions of this agreement shall continue in full force and effect.

- XXI. Attached hereto and made a part hereof are the following:
- A. Specifications;
  - B. Instructions to Bidders;
  - C. Bidder Qualification Statement;
  - D. Proposal;
  - E. Bid;
  - F. Prevailing Wage Schedule; and
  - G. Insurance Certificate

IN WITNESS WHEREOF, the TNHSWMA has executed this agreement the day  
and year first above written and the CONTRACTOR has executed this agreement the  
\_\_\_\_\_ day of \_\_\_\_\_, 2013.

TOWN OF NORTH HEMPSTEAD  
SOLID WASTE MANAGEMENT AUTHORITY

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

(CONTRACTOR)

(Corporate Seal)

By: \_\_\_\_\_  
Title:  
Name:

A P P R O V E D:

\_\_\_\_\_  
Executive Director

\_\_\_\_\_

Counsel

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Assistant Treasurer



**TOWN OF NORTH HEMPSTEAD**

**S.T.O.P. 2014 - 2016**

**NEW YORK STATE - DEPARTMENT OF LABOR**

**WAGE RATE SCHEDULE**

(insert schedule)

**TOWN OF NORTH HEMPSTEAD**  
**and**  
**TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY**

**INSURANCE CERTIFICATE**

The following insurance current exists on behalf of:

(Name and Address of Insured Contractor): \_\_\_\_\_  
\_\_\_\_\_

Contract Description: **TOWN OF NORTH HEMPSTEAD SOLID WASTE  
MANAGEMENT AUTHORITY (“TNHSWMA”) STOP THROWING OUT  
POLLUTANTS (“S.T.O.P.”) FOR 2014 - 2016**

(1) Worker’s Compensation:

Insurance Carrier: \_\_\_\_\_

Policy Number(s): \_\_\_\_\_

(2) Comprehensive General Liability with completed operations (plus X.C.U. when applicable), to which the TOWN OF NORTH HEMPSTEAD and TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY have both been added as additional insured, and Automobile Liability:

(a) \$\_\_\_\_\_ Combined single limit (bodily and personal injury/property damage)

Insurance Carrier: \_\_\_\_\_

Policy Number(s): \_\_\_\_\_

(b) Contractual coverage defending, indemnifying and holding harmless both the TOWN OF NORTH HEMPSTEAD and the TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY and its employees, agents and representatives from any and all loss and/or damage arising out of the performance of the above contract. Said contractual coverage shall be absolute and not dependent upon any question of the negligence of the Contractor (or its employees, agents and representatives).

Insurance Carrier: \_\_\_\_\_

Policy Number(s): \_\_\_\_\_

- (3) The above insurance is effective with New York State admitted insurance companies.
- (4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days' prior notice by certified mail to:

TOWN OF NORTH HEMPSTEAD and  
TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY  
Office of the Town Attorney  
220 Plandome Road, P. O. Box 3000  
Manhasset, NY 11030

Authorized Insurance Agent's Signature and Title:

\_\_\_\_\_

Name, Insurance Affiliation and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_



New York State Department of Labor  
**Prevailing Wage**

[Unemployment Benefits](#)

[Career Services](#)

[Business Services](#)

[Worker Protection](#)

[Forms and Publications](#)

[Home](#)

[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

PRC#: 2013901075

Acceptance Status: Accepted Article 9

Type of Contracting Agency: Other NY State Unit

**Contracting Agency**

**Send Reply To**

ToNH Solid Waste Manage. Auth.  
 Igor Sikiric  
 Executive Director  
 802 West Shore Rd.  
 Port Washington NY 11050  
  
 (516) 767-4634  
 (516) 767- 4609 Fax  
 sikirici@northhempsteadny.gov

**Project Information**

<b>Project Title</b>	S.T.O.P. PROGRAM 2014-2016
<b>Description of Work</b>	Stop Throwing Out Pollutant collection services provided to Town Residents at several locations throughout the Town. DOL Job Description; for use with Transfer Station Operation
<b>Contract Id No.</b>	STOP 2014-2016
<b>Project Location(s)</b>	NH Beach Park / Tully Park
<b>Route No / Street Address</b>	
<b>Village / City</b>	
<b>Town</b>	
<b>State / Zip</b>	NY
<b>Nature of Project</b>	Building Service Contract
<b>Approximate Bid Date</b>	12/23/2013
<b>Checked Occupation(s)</b>	Trash and Refuse Removal

**Applicable Counties**

Nassau

## **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 officer<sup>1</sup>. 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 the Bureau of Public Work.

<sup>1</sup> 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](http://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 journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 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.



New York State Department of Labor  
Bureau of Public Work  
SOBC – Bldg. 12 – Rm. 130  
Albany, NY 12240  
[www.labor.ny.gov](http://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 1<sup>st</sup>.
- 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.

### 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	212-775-3568	212-775-3579

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Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
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

**Nassau County Article 9**

**Trash and Refuse Removal** **12/01/2013**

**JOB DESCRIPTION** Trash and Refuse Removal **DISTRICT 12**

**ENTIRE COUNTIES**  
Nassau, Suffolk

**WAGES**  
For use with Transfer Station Operation.

Per hour: 07/01/2013

Indus. Truck Driver/Tractor Operator \$16.96

Laborer/ non-construction \$13.34

Conveyor operators and tenders \$18.38

**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: \$1.72

**OVERTIME PAY**

See (B, B2) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**Trash and Refuse Removal** **12/01/2013**

**JOB DESCRIPTION** Trash and Refuse Removal **DISTRICT 12**

**ENTIRE COUNTIES**  
Nassau, Suffolk

**WAGES**

COMMERCIAL WORK (includes: front, rear loading and roll-off trucks) per hour worked  
07/01/2013

DRIVERS: \$ 24.05

HELPER: 23.87

RESIDENTIAL: (curbside, loose bag and others)

DRIVERS: \$ 18.85

HELPERS: 16.25

**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**

Supplements (per hr worked paid up to 40 hrs a week)

Commercial Work \$ 8.10

Residential 7.98

Additional (per hr worked paid up to 40 hrs a week)

**Vacation Days**

**Commercial hired before Sept. 1, 1995:**

1 yr but less than 2	1 weeks
2 yrs but less than 5	2 weeks
5 yrs but less than 15	3 weeks
15 yrs but less than 25	4 weeks
25 plus years	5 weeks

**Commercial hired after Sept. 1, 1995:**

1 yr but less than 2	1 weeks
2 yrs but less than 5	2 weeks
5 plus years	3 weeks

**Residential**

First year	.333 hours a month worked
1 yr but less than 3	1 week
3 yrs but less than 5	2 weeks
5 plus years	3 weeks

**Sick Days**

First 6 months	2 days
6 months to 1 year	Additional 1 day for each 2 months worked
After 1 year	6 days

**OVERTIME PAY**

See (B, B2, K) on OVERTIME PAGE

Note - Double time and half the hourly rate on Sunday, if worked.

**HOLIDAY**

Paid: See (5, 6, 11, 12, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 15, 25, 26) on HOLIDAY PAGE

Note - Must work the regularly scheduled day before and two regularly days after.

12-813

**Trash and Refuse Removal**

**12/01/2013**

**JOB DESCRIPTION** Trash and Refuse Removal

**DISTRICT** 12

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per Hour:

Effective Period: 07/01/2013

**MEDICAL WASTE REMOVAL**

Driver (Chauffeur) \$ 18.00

Helper \$ 14.25

Tractor Trailer Driver \$ 20.50

**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**

The following is required addition to the wages.

Rate per Hour: 07/01/2013  
\$ 9.34

Vacation:

1 year of service  
but less than five years (10) days

5 years of service	
but less than ten years	(15) days
10 years of service	(16) days
11 years of service	(17) days
12 years of service	(18) days
13 years of service	(19) days
14 years of service	(20) days
20 years of service	(21) days
21 years of service	(22) days
22 years of service	(23) days
23 years of service	(24) days
24 years of service	(25) days

Hired prior to 12/01/1991	11 days off with pay
Hired after 12/01/1991	10 days off with pay

**OVERTIME PAY**  
See (B, B2, S) on OVERTIME PAGE  
Overtime Description:

The sixth day of work in a work week is paid at time and one-half the regular hourly rate, the seventh day of work in a work week is paid at double time the regular hourly rate.

**HOLIDAY**  
Paid: See (5, 6, 25) on HOLIDAY PAGE

12-813 MW

## 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.

- ( 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
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( 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
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( 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.
- ( E5 ) Double time after 8 hours on Saturdays
- ( 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
- ( 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
- ( 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

- ( 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.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

## 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 - 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	*****8954	AMERICAN INDUSTRIAL CLEANING CO INC		10 CHELSEA PLACE GREAT NECK NY 11021	02/17/2011	02/17/2016
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL		EMMANUEL ODIGIE		837 OUTLOOK AVENUE WEST BABYLON NY 11704	09/10/2010	09/10/2015
DOL	NYC	*****8356	JETSTREAM MAINTENANCE CORP		7156 ROCKAWAY BLVD WOODHAVEN NY 11421	04/28/2011	04/28/2016
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL		MYRON STEMPA		10 CHELSEA PLACE GREAT NECK NY 11021	02/17/2011	02/17/2016
DOL	DOL	*****0744	NCLN20 INC		3494 HALL LANE P O BOX 69LAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	DOL	*****0817	NORTH EAST SECURITY GUARD SERVICE INC		837 OUTLOOK AVENUE WEST BABYLON NY 11704	09/10/2010	09/20/2015
DOL	NYC		SAE KEON WON		7156 ROCKAWAY BLVD WOODHAVEN NY 11421	04/28/2011	04/28/2016
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	*****8212	VELOX CLEANING CORP		32 ESSEX LANE WILLINGBORO NJ 08046	07/09/2010	07/09/2015