

TOWN OF WEST SENECA



SHEILA M. MEEGAN
TOWN SUPERVISOR

To: Fellow Town Board Members

From: Sheila M. Meegan, Town Supervisor

Date: February 6, 2014

Re: Contract with Modern Recycling Inc.

Kindly authorize the Supervisor to sign the attached contract with Modern Recycling Inc. The Town Board accepted the bid from Modern Recycling Inc. for a one year contract for weekly collection of recyclable materials with four (4) one year renewal options at the January 17, 2014 Town Board Meeting.

CONTRACT FOR THE COLLECTION OF RECYCLABLE MATERIALS
FOR THE TOWN OF WEST SENECA

This Contract is made this 29th day of January, 2014 by and between The Town of West Seneca, organized under the laws of the State of New York, and for the purposes of this agreement located at 1250 Union Road, West Seneca, NY 14224., (hereinafter "Municipality") and Modern Recycling, Inc. with its principal place of business at 4746 Model City Road, P.O. Box 209, Model City, New York 14107 (hereinafter "Modern").

WHEREAS, Modern is a corporation engaged in the business of collection, hauling and processing of recyclables; and

WHEREAS, in response to the bid solicitation for Collection of Recyclable Materials and Addendum #1, dated January 8, 2014 by West Seneca, Modern submitted a bid (the "Bid"), which is attached as Exhibit B; and

WHEREAS, West Seneca by resolution adopted on January 27, 2014 made the determination to accept the bid from Modern Recycling, Inc. for a one year contract for weekly collection of recyclable materials with four (4) one year renewal options

WHEREAS, the parties desire to enter into a Contract in accordance with the Specifications of the Bid.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and of the consideration paid by the Municipality to Modern as hereinafter set forth, the Municipality and Modern hereby agree as follows:

1. Modern is awarded the Modern for the automated curbside collection of recyclable material and delivery to an approved recycling facility once per week, on behalf of West Seneca for all stops designated by Municipality and shall include all residential dwellings consisting of one (1) to four (4) family units, as well as any other residential dwelling unit approved by the Municipality.
2. Modern shall provide automated curbside collection of certain recyclable material in 65 or 95 gallon totes, provided by the town on a once per week basis, on the same day as the Municipality's scheduled garbage collection.
3. Term: The term of the agreement shall be a one (1) year Modern commencing on February 1, 2014. There shall be four (4) – one (1) year renewal options.
4. Modern will perform in accordance with the Bid and Specifications as if such provisions were fully set forth herein with the initial cost of collection of \$696,135.00 or \$42.19 per unit for the first year based on the unit count of 16,500 units.
5. The number of curbside stops will be reviewed annually and adjusted either up or down with increase or decrease of ten (10) unit increments. The Town's verified assessment records shall be deemed conclusive to establish the number of units served. This annual adjustments shall not be retroactive.
6. Option years, 2-5 (2/01/15-1/31/19), subject to pricing above, annual unit count and Consumer Price Index (CPI) adjustment in accordance with the Specifications and

- the Bid.
7. Modern will pay the Town of West Seneca for any recycling tonnage collected in excess of the Volume Baseline (4000 tons) and will be rewarded an amount equal to the difference of the Volume Baseline and the Benchmarks multiplied by the Premium Rate as outlined in *Rebate Program Weekly Collection* of bid.
 8. Materials to be Collected: Modern shall accept all recycling (as hereinafter defined) created within the jurisdiction of the Municipality, or that for which the Municipality accepted responsibility. The "recycling" may include, but not be limited to newsprint, cardboard, container glass, metal cans, plastics and other acceptable and approved materials for recycling, which may be co-mingled in the recycling totes provided by the Municipality. The recycling material will not include any radioactive, volatile, flammable, explosive, toxic or hazardous material. The term "hazardous material" shall include, but is not limited to; any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended or applicable state law.
 9. The parties agree that they will cooperate to implement the terms of this contract with any disputes arising hereunder to be settled in accordance with the procedures set forth in bid specifications
 10. All other provisions of Bid and Specifications of bid are incorporated hereto by reference.

IN WITNESS WHEREOF, the parties have affixed their respective seals and signatures as of the date first above written.

MODERN RECYCLING, INC.

TOWN OF WEST SENECA

By _____
Joseph M. Hickman, Sales Manager

By _____
Sheila M. Meegan, Town Supervisor

(Date)
(SEAL)

(Date)
(SEAL)

To be sealed, witnessed and acknowledged as required by the State of New York

ADDENDUM TO REQUEST FOR SEALED BIDS
COLLECTION OF RECYCLABLE MATERIALS FOR
THE TOWN OF WEST SENECA, NEW YORK

TO: All Potential Bidders
FROM: Town of West Seneca
DATE: January 8, 2014
RE: Addendum #1 to Request for Sealed Bids for the Collection of
Recyclable Materials for the Town of West Seneca

The following addendum is added to the previously provided Request for Sealed Bids for the Collection of Recyclable Materials for the Town of West Seneca:

1. Section 1, Scope of Contract:

In accordance with State law pertaining to public contracts, bidders must follow the applicable prevailing wage requirements which shall be included in any contract awarded hereunder.

Bidder shall comply with all federal, state and local laws.

2. Section 4 Terms and Conditions is modified by adding the following:

e. One (1) year agreement with four (4) year option, February 1, 2014 through January 31, 2015 with an option by the Town to renew with up to four (4) one year terms for the automated curbside collection of recyclable materials on an **every other week basis**.

f. Five year agreement, from February 1, 2014 through January 31, 2019 for the automated curbside collection of recyclable materials on an **every other week basis**.

All references in the Request for Sealed Bids which indicates weekly collection of recyclable materials shall be amended to include collection on an every other week basis, depending on the bid to be accepted by the Town, at its sole discretion as more fully outlined in the initial Request for Sealed Bids.

3. Section 5 Bidding:

If selected, the successful bidder will submit an annual performance Bond, to be re-issued annually depending on the length of agreement awarded to guarantee the faithful performance by the successful bidder.

REQUEST FOR SEALED BIDS
COLLECTION OF RECYCLABLE MATERIALS FOR
THE TOWN OF WEST SENECA, NEW YORK

Please take notice, that pursuant to Section 103, *et seq*, of the General Municipal Law, the Town of West Seneca, (Hereinafter "Town") a New York Municipal Corporation, is seeking sealed bids for a contract for the administration and implementation of an automated curbside collection recycling program, utilizing recycling totes to be provided by the Town.

The automated curbside collection of recyclable materials shall be performed on a weekly basis, and all recyclable materials collected shall be disposed of in compliance with all applicable federal, state and local laws.

These specifications and the anticipated contract shall be governed by the laws of the State of New York and are intended to serve the best interests of the Town and its residents by assuring reliable and competent service in the collection of recyclable materials. Bidders shall comply with all applicable provisions of New York State Law.

**SEALED BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON MONDAY
JANUARY 13, 2014 IN THE WEST SENECA TOWN CLERK'S OFFICE WHEN
THEY WILL BE PUBLICLY OPENED AND READ ALOUD.**

1. **Scope of the Contract** - - This contract is for the automated curbside collection of recyclable material and delivery to an approved recycling facility. The successful bidder shall be responsible for the automated curbside collection of recyclable materials on a once per week basis which coincides with the Town's regular garbage collection. The Town shall provide the successful bidder with all required information regarding its regular garbage collection routes for the bidder's use in developing collection routes to coincide with the regular garbage collection.

Automated curbside collection shall take place at all stops designated by Town and shall include all residential dwellings consisting of one (1) to four (4) family units, as well as any other residential dwelling unit approved by the Town. The automated collection of recyclable materials shall be curbside. The successful bidder is not required to

enter private property or buildings at any time in order to perform its work under the anticipated contract.

The successful bidder shall be responsible for hiring sufficient personnel and obtaining sufficient equipment as needed to accomplish the duties required under this contract. While engaged in the automated curbside collection of recyclable materials, all agents, employees or other representatives of the successful bidder shall maintain a neat and clean appearance. The successful bidder shall keep its equipment and vehicles clean and shall be painted and identified differently than vehicles utilized by the Town for the collection of garbage. The successful bidder shall not use the name of the Town without express permission from the Town Board.

2. **Recyclable Materials** - - The successful bidder shall be responsible for the automated curbside collection of certain recyclable material in 65 or 95 gallon totes provided by the Town on a once per week basis on the same day as the Town's scheduled garbage collection. These recyclable materials include, but are not limited to, newsprint, cardboard, container glass, metal cans, plastics and other acceptable and approved materials for recycling, which may be co-mingled in the recycling totes provided by the Town.
3. **Recycling Program** - - The work to be performed under this anticipated contract shall include the automated curbside collection of recyclable materials in 65 or 95 gallon totes provided by the Town. The recycled materials shall be processed in an approved facility in accordance with all applicable federal, state and local laws.
4. **Terms and Conditions** - - The bidder may submit a bid for the automated curbside collection of recyclable materials under either of the following scenarios, which will be selected by the Town, as follows:
 - a. One (1) year agreement with four (4) year option, February 1, 2014 through January 31, 2015 with an option by the Town to renew for up to four (4) one year terms.
 - b. Five year agreement, from February 1, 2014 through January 31, 2019
 - c. There are approximately 16,500 curbside stops within the Town, and that number shall be conclusive for the period of February 1, 2014 through January 31, 2015. The number of curbside stops will be reviewed annually and adjusted either up or down when the in increments of 10

when the number of curbside stops either increases or decreases by at least 10. The Town's verified assessment records shall be deemed conclusive to establish the number of units served. This annual adjustment shall not be retroactive.

- d. The Town will pay the successful bidder a fixed price per curb stop per year for the automated curbside collection of recyclable materials. Such payments shall be payable by the Town on a pro-rated monthly basis.

5. **Bidding** - - Sealed bids shall be submitted to the West Seneca Town Clerk's Officer, 1250 Union Road, West Seneca, N.Y. before 2:00 p.m. on January 13, 2014. Any bid received after 2:00 p.m. on January 13, 2014 shall remain unopened and will not be considered. By submitting a bid, the bidder agrees that the language as well as the terms and conditions of this Request for Bids will be incorporated into any contract awarded hereunder. Any bidder shall include with its bid, its price per curb stop under either or both of the bidding scenarios in Section 4. The bidder shall also include with its bid, a summary of its qualifications in performing similar contracts for the automated curbside collection of recyclable materials, a list of equipment it has to perform said tasks, as well as a summary of its applicable insurance coverages.

The bidder shall attach to its bid, a bid bond by a surety company authorized to do business in the State of New York in the amount of 5% of the anticipated contract, which amount will be due and payable to the Town as liquidated damages in the event of the bidder, if successful, either fails or refuses to enter into a Contract with the Town. Said bond shall be in such form as shall be acceptable to the Attorney of the Town of West Seneca. The bid must also be accompanied by a letter from a corporate surety satisfactory to the Attorney for the Town indicating that a performance bond will be provided by the bidder, if successful. The successful bidder shall, within ten (10) days from receipt of any notice of award, provide the Town with a Performance Bond from a surety company acceptable to the Attorney for the Town in an amount equal to the estimated contract award, which shall guarantee the faithful performance by the successful bidder hereunder.

The Town reserves the right to conduct any investigation or due diligence necessary to verify the information provided by the bidder and/or determine the bidder's capability to fulfill the terms and conditions of the contract awarded hereunder. This may be accomplished by the Town in reviewing the bidder's summary of qualifications in performing similar contracts for the automated

curbside collection of recyclable materials Bidder shall also include a "Non-Collusive Bidding Certificate" with its bid.

The Town reserves, in its sole discretion, the right to select and/or enter into a contract with a bidder whose bid best satisfies the interest of the Town and is most responsive to the Notice for Bids and not necessarily on the basis of price, cost or any other single factor. The Town reserves the right to reject any or all bids, and to negotiate with the bidder for amendment or modification of their bid proposal. Bidder may not take advantage of any error or omission in the bid process. Any contract to be awarded hereunder shall require Town Board Approval.

Failure to provide any required Performance Bond to insure compliance with the contract voids acceptance of the bid.

6. **Equipment and Procedure** -- The successful bidder shall provide the necessary vehicles and equipment for the automated curbside collection of recyclable materials in the Town. All vehicles must comply with all federal, state and local laws concerning vehicles, be properly licensed, inspected, and in good working order. The Town reserves the right to inspect vehicles prior to the date of commencement of any contract awarded hereunder. During the term of any contract awarded hereunder, the Town reserves the right to inspect vehicles at reasonable times without impeding the execution of the collection of recyclable materials. The successful bidder's vehicles must operate in the driving lane of all streets in the Town and the successful bidder shall use reasonable efforts to prevent collected recyclables from escaping or falling off their vehicles. The successful bidder shall immediately clean up and restore any unsightly condition resulting from the performance of its work. The successful bidder shall provide the Town with appropriate contact information for any individual(s) assigned to handle issues related to their work under any contract awarded hereunder.
7. **Assignment/Sub-contracting** - - The successful bidder shall not assign or sub-contract any part of the work to be performed under any contract awarded hereunder. Any assignment, attempted assignment or sub-contracting is void, and any purported assignee and/or subcontractor shall acquire no rights hereunder, and the Town shall have no obligation to recognize any such assignment, attempted assignment or sub-contract. Provided that in the event that the successful bidder enters into an agreement to be sold or merges with another organization, the Town shall not unreasonably without express consent to assign this contract.

8. **Termination** - - If at any time during the term of any contract awarded hereunder, the work required to be completed by the successful bidder is not completed in a timely efficient manner, or it otherwise unnecessarily delayed, or if the successful bidder violates the terms, conditions or provisions of the contract, the Town shall provide written notification to the successful bidder that if the reported violation is not cured, or substantial progress toward curing such violation is not made within ten (10) days of receipt of the written notice, the Town may hire such firms, persons and/or equipment it deems necessary and/or advisable to complete the work required or to correct the violation of the contract and charge that expense to the successful bidder, or the Town may terminate any agreement by forwarding written notice to the terms thereof.

In the event that the successful bidder, during the terms of any contract entered into hereunder, makes an assignment for the benefit of creditors or seeks protection voluntarily or involuntarily under any bankruptcy law, or is placed in the hands of a receiver, the Town may elect to terminate any agreement entered into hereunder.

9. **Licenses, Fees or Permits** - - The successful bidder shall obtain, at its own expense, all licenses and permits, and pay any required fees for the same required by any federal, state or local agency or department in connection with and/or relating to the automated curbside collection of recyclable materials.
10. **Indemnification** - - To the extent permitted by law the successful bidder shall indemnify, protect and hold harmless the Town, from and against all claims, damages, losses, expenses, actions, suits, demands, injuries to person or property, (including attorney's fees) incurred and/or caused by, or arising directly or indirectly from, any act or omission by the successful bidder, its employees, agents, officers or representatives in connection with or relating to the performance of any contract awarded hereunder. The successful bidder shall maintain an insurance policy in effect, issued by an insurance company authorized to do business in the State of New York and acceptable to the Town, covering motor vehicles and comprehensive general liability coverage in the principal and/or excess coverage of at least five million dollars. The Town shall be named an additional insured thereunder, and be provided with an insurance certificate evidencing coverage. The successful bidder shall also maintain all required Workers' Compensation coverage and New York State Disability coverage.

11. **Notices** - - All notices required or permitted pursuant to any contract hereunder, shall be in writing and delivered by hand, overnight courier, or by certified mail, return receipt requested to the address set forth by the successful bidder. Any such notice to the Town shall be delivered to 1250 Union Road, West Seneca, N.Y. 14224. Either party may, from time to time, designate in writing, another such address for receipt of notice.
12. **Applicable Law** - - Any agreement entered into hereunder shall be governed and construed in accordance with the Laws of the State of New York, and any action or proceeding in connection with or to enforce any agreement entered into hereunder shall be venued in Erie County, New York.
13. **Force Majeure** - - Neither party shall be liable for any delay or inability to perform its obligations to any agreement entered into hereunder if immediate notice is given thereof and if the delay or inability is due to any event beyond the reasonable control of such party such as but not limited to, acts of God, fire, flood, storm, explosion, riot, war, government orders or regulations or any other circumstance of a like or different nature.
14. **Savings Clause/Severability** - - If any article, paragraph, section, provision of this request, or any agreement entered into hereunder shall be determined to be illegal, unenforceable or invalid, it shall not affect the remainder of this request or any agreement entered into hereunder, which shall remain binding and effective as to the Town and any bidder.
15. **Modification or Waiver** - - Any agreement entered into hereunder may not be modified orally or by and course of conduct, but only by agreement in writing signed by the parties thereto. The failure of any party to insist upon the strict performance of any provision of any agreement entered into hereunder shall not constitute a waiver of any of the provisions therein, nor be deemed a waiver of any subsequent breach or default of the same or similar nature nor be deemed a waiver of the right to insist upon the strict performance of any and all provisions thereof.
16. **Entire Agreement** - - Any contract awarded hereunder shall constitute the entire understanding of the parties and supersedes any or all prior Agreements between them regarding the automated curbside collection of recyclable materials. There are no other representations, warranties, understandings, agreements or promises other than those in this notice and any contract awarded hereunder.

NON-COLLUSIVE BIDDING CERTIFICATION

1. 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 his/her knowledge and belief: (a) the price(s) in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (b) 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 or to any competitor; and (c) no attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

2. A bid shall not be considered for award nor shall any award be made where 1(a)(b) and(c) above have not been complied with; provided however, that if in the event that a 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(a)(b) and (c) 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 or the Town, public department head or official thereof to which the bid is made determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publication of new or revised price lists for such items, or (c) has sold the same or similar goods, products, or items to other customers at the same prices being bid, does not constitute, without more, a disclosure as defined in Section 1 above.

3. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporation bidder for work or services performed or to be performed or goods sold 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 Section 1 above 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 submissions of the bid and the inclusion therein of the certificates as to non-collusion as the act and deed of the corporation.

By _____

It witness whereof, the undersigned bidder has executed this bid proposal and statement of non-collusion this ____ day of _____, 2014.

(Title)

(Company Name)

(Address)



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

Town of West Seneca
Charles Grieco, Attorney
1250 Union Road
West Seneca NY 14224

Schedule Year 2013 through 2014
Date Requested 01/09/2014
PRC# 2014900016

Location Town-wide
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 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 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.

: 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

Peter M. Rivera, Commissioner

Town of West Seneca
Charles Grieco, Attorney
1250 Union Road
West Seneca NY 14224

Schedule Year 2013 through 2014
Date Requested 01/09/2014
PRC# 2014900016

Location Town-wide
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.

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

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

Erie County Article 9

Trash and Refuse Removal

01/01/2014

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 12

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara

WAGES

For use with Transfer Station Operation.

Per hour: 07/01/2013

Indus. Truck Driver/Tractor Operator \$17.03

Laborer/ non-construction \$13.19

Conveyor operators and tenders \$14.14

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

01/01/2014

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 12

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:

07/01/2013 05/01/2014

Trash, Recycling, Roll-Off and Brush Drivers \$14.25 \$14.50

Thrower Helper \$10.25 \$10.50

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

07/01/2013	09/01/2013	05/01/2014
\$5.91*	\$6.38*	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

* Personal days after 90 days of service.

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.

12-317

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.

- (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>

NYS DOL Bureau of Public Work Debarment List 01/08/2014

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