

VILLAGE GREEN MAINTENANCE
VILLAGE OF ARDSLEY
WESTCHESTER COUNTY, NEW YORK

VILLAGE OF ARDSLEY
507 ASHFORD AVENUE
ARDSLEY, NEW YORK 10502

AUGUST 2019

Village of Ardsley

Mayor
NANCY KABOOLIAN



Village Manager
MEREDITH S. ROBSON

Trustees
ANDY DIJUSTO, Deputy Mayor
JOANN D'EMILIO
STEVEN EDELSTEIN
EVAN YAGER

Village Treasurer
LESLIE TILLOTSON

Village Clerk
ANN MARIE ROCCO

507 Ashford Avenue
Ardsley, New York 10502
(914) 693-1550
Fax (914) 693-3706
www.ardsleyvillage.com

REQUEST FOR BIDS

Sealed bids will be received by the Board of Trustees of the Village of Ardsley at Village Hall, 507 Ashford Avenue, Ardsley, New York 10502 until 2:30 PM Friday, September 6, 2019 for Village Green Maintenance. At the above time and place, bids will be publicly opened and read.

Bidders may obtain copies of the form of bid and detailed specifications at the Ardsley Village Hall, VILLAGE GREEN MAINTENANCE. Each bidder shall deposit with the bid a bond or cashier's check or certified bank check in an amount not less than 5% of the total bid. Should the successful bidder fail to execute the form of contract within ten days after notice of award, the bid bond will be forfeited to the Village of Ardsley as liquidated damages. All bid bonds for unsuccessful bidders will be returned with thirty (30) days after award of the contract or the rejection of all bids.

The Village of Ardsley reserves the right to reject any or all bids, or to waive any informality in the bid, as deemed advisable in the interest of the Village.

Ann Marie Rocco
Village Clerk

August 20, 2019

BIDS RECEIVED:

Bids shall be made on the form of bid attached hereto and the envelope addressed in block lettering as follows:

Bid for: Village Green Maintenance

Attention: Ann Marie Rocco, Village Clerk

Opening: Friday, September 6, 2019, 2:30 PM

BIDDERS QUALIFICATIONS

Each bidder shall present evidence that he/she is normally engaged in providing grounds maintenance service and shall satisfy the Board as to his/her financial qualifications. He shall make himself/herself thoroughly familiar with the specification before submitting his/her bid in order that no misunderstanding shall exist in regard to the grounds maintenance service to be provided under this contract. No bids will be considered from bidders who are unable to show that they are normally engaged in grounds maintenance.

ACCEPTANCE OR REJECTION OF BIDS

The Board of Trustees of the Village of Ardsley reserves the right to reject any or all bids, to omit any item or items or to waive any informality in the bid or to approve minor changes in the specifications if deemed advisable in the interest of the Village.

PREPARATION OF BIDS

A bid must be made on the form provided in the Contract Documents. Blank spaces in the form must be filled in correctly where indicated.

BIDS TO REMAIN OPEN

All bids shall remain open for 45 days after the day of the opening of Bids, but the Village may, in their sole discretion, release any bid and return the bid security prior to this date.

WITHDRAWAL OF BIDS

A bidder may withdraw his/her bid before the time fixed from the opening of bids by communicating his/her purpose in writing to the Village. Upon receipt of such written notice, the unopened bid will be returned to the bidder.

ASSIGNMENT

The Contractor shall not assign by power of attorney or otherwise the work or any part thereof without the previous written consent of the Village and shall not either legally or equitably assign any of the money payable under this agreement or his/her claim thereto unless by and with the like consent of the Village.

QUALITY OF BIDS

Bids are required to be in compliance with the intent of these specifications. Any deviation from these specifications or classifications of item(s) being submitted shall be explained in a LETTER OF EXCEPTION attached to the bid.

POST-CONTRACT AWARD MEETING

After the contract is awarded to the successful bidder for the grounds maintenance service described by these specifications, a meeting will be held with Village Officials by the contractor to review location and specifications of the grounds maintenance project prior to beginning site work and to resolve any minor issues not necessarily affecting the award of the bid.

CONTACT INFORMATION

Technical inquiries may be sent to Highway Foreman, Richard Thompson, of the Village of Ardsley, 3 Elm Street, Ardsley, New York 10502, Tel. (914) 693-0117.

LUMP SUM PAYMENT

Payment for the grounds maintenance service will only be made after completion of the vegetation and silt removal from the site, and inspection by the Village Manager and/or her designee(s). Payment for grounds maintenance service will be made after submission of executed voucher on form provided by the Village, verification of satisfactory site inspection by the Village Manager and approval by the Board of Trustees.

BID SECURITY

All bids shall be accompanied by a bid bond not less than 5% of the total bid price. All bid bonds, for unsuccessful bidders, will be returned within thirty (30) days after award of the contract or the rejection of all bids.

SCOPE OF WORK

The agreement from this Request For Bid will include all services including the furnishing of all equipment, transportation, labor, debris removal and incidentals thereto for the completion of the services as stated herein/proposed. All grounds maintenance service must be performed in accordance with all Federal, State, Local and OSHA rules and regulations presently established or which may be established during the term of this contract award.

All vegetation (exclusive of trees) shall be cleared and removed from the 0.79 acre Detention Basin site shown in Figure A. Following vegetation removal, residual silt up to 12 inches depth shall be removed as well. Residual silt may be dewatered on site prior to disposal. All vegetation debris and dewatered silt shall be removed from the site for disposal.

All debris and dewatered silt and debris and dewatered silt disposal shall be the responsibility of the contractor. Debris and dewatered silt shall be dumped as specified by Village of Ardsley Public Works Foreman.

INFORMATION FOR BIDDERS

Bidder's Name: _____

Please take notice that the Village of Ardsley will receive sealed bids for Village Green Maintenance in accordance with the attached documents, until 2:30 PM, Friday, September 6, 2019.

Bid Opening Date: Friday, September 6, 2019

Time: 2:30 PM

Place: Village of Ardsley Municipal Building – Office of Village Clerk
507 Ashford Avenue
Ardsley, New York 10502

Barring any delays, it is expected that the successful bid will be awarded by the Village Board of Trustees on Monday, September 16, 2019.

THE ARDSLEY VILLAGE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

1. Copies of the Bid Documents may be obtained at the Office of the Village Clerk, 507 Ashford Avenue, Ardsley, New York 10502, or telephone the Village Clerk at (914) 693-1550.
2. The Bid Notice, Information for Bidders, and Specifications, all annexed hereto are part of this contract.
3. Bid must be accompanied by a certified or cashier's check for five (5) percent of bid, payable to the order of the Village of Ardsley. Security of the successful bidder will be held until contract is properly executed. After award to successful bidder or rejection of all bids, all security will be returned. In the event of the failure of the successful bidder to enter into contract, his/her security shall be retained by the Village as liquidated damages.
4. The signed bid and security are to be enclosed in a sealed envelope plainly marked: **BID FOR VILLAGE GREEN MAINTENANCE**
5. Bidder is not to take documents apart, but must return same properly signed, complete with his/her bid on this form. All sections of this bid package will be used to evaluate the prospective contract.
6. This bid is signed by the bidder with full knowledge and acceptance of all the provisions contained in the bid package.

7. The award of this contract will be made to the lowest responsible bidder in accordance with General Municipal Law.
8. No bid will be accepted from, or contract awarded to, a bidder in default of any obligation to the Village of Ardsley.
9. The successful bidder shall execute the contract within ten (10) business days after mailing of notice of award to him/her, in default of which the Village Manager may declare the bid abandoned by the contractor, who shall then be deemed to consent to the application of his/her bid deposit toward the Village's liquidated damages.
10. A Non-Collusive Bidding Certification must be executed and returned with the above bid or bid will be void.
11. Bidder shall furnish all information requested on sheet entitled "Qualification of Bidders".

BID PROPOSAL FORM

We, _____, hereby propose to complete in accordance with specifications Village Green Maintenance for the Village of Ardsley within the time specified for the price of _____ dollars (\$ _____).

We hereby state that the services furnished meet in all respects the specifications with the following exceptions: (Explain exceptions, if necessary)

We hereby declare that all statements made in the attached "Qualification of Bidders" are true and correct in all respects.

We further declare that there has been no collusion in connection with the preparation of this bid and that it has been arrived at independently and without communication to any person not an employee or agent of the bidder or his/her surety.

Date: _____

Company: _____

Seal Of Corporation
(Here)

By _____

Address: _____

Phone: _____

Email: _____

QUALIFICATION OF BIDDERS

1. Business Address:

2. How long have you operated a business at this address?

3. If less than two years, state previous location.

4. How long do you expect to remain at present address?

5. How long have you been in the business of grounds maintenance services?

6. The successful bidder must comply with New York State Labor Laws including Prevailing Wage requirements. Does your response **for this Request For Proposals** comply with this requirement?

7. State at least three (3) other municipalities for whom you have provided grounds maintenance services in the past or at present. Include name of responsible person and dates services were provided. (If not, state three commercial references instead.)

Signed: _____

Title: _____

LIABILITY REQUIREMENTS

The successful bidder shall supply and maintain insurance which defends, indemnifies and holds harmless the Village of Ardsley, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney’s fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor. The successful bidder must furnish the Village of Ardsley with Certificate of Insurance and Endorsement page prior to commencement of work. The required coverage shall not be less than the following:

Workers Compensation	Statuary Requirements
NY State Disability	Statuary Requirements
General Liability	\$2,000,000
Automobile Liability	\$1,000,000

**INSURANCE CERTIFICATES SHALL NAME THE VILLAGE OF ARDSLEY AS
ADDITIONAL INSURED PARTY AND SHALL STATE THAT ALL COVERAGE
SHALL BE PRIMARY TO ANY OTHER INSURANCE COVERAGE HELD BY THE
VILLAGE**

The Village of Ardsley is named as an additional insured party for all general and excess liability coverage based on the contractual liability of the named insured. Such general and excess liability coverage shall be primary to any other coverage carried by the Village of Ardsley with respects to acts or omissions of the named insured.”

It is intended by the parties hereto that the general and excess liability insurance provided by the contractor shall be primary to any other coverage carried by the Village of Ardsley with respect to liability coverage arising out of any act or omissions by the contractor. The Village of Ardsley will be named as an additional insured. Nothing contained herein shall be construed as making said general and excess liability insurance primary insurance for acts or omissions of the Village of Ardsley.

NEW YORK LAW AND VENUE

The agreement arrived at from this solicitation shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract shall be brought in the Supreme Court of the State of New York, Westchester County.

The Village requires contractors which are not incorporated in the State of New York to produce a Certificate to Do Business in the State of New York from the New York Secretary of State prior to executing their contract with the City. Awarded bidder shall provide said certificate f required.

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with the provisions of Section 103-D of General Municipal Law as amended, the following "Non-Collusive Bidding Certification" is and shall become a part of this proposal:

By submission of this bid, each bidder and each person signing in 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 knowledge and belief;

1. the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
2. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder and will not knowingly be disclosed by the bidder prior to openings, directly or indirectly, to any other bidder or to any competitor; and
3. no attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restriction of competition.

Authorized Signature

Title

Company Name

Address

Phone Number

Email

Name of Bid

NON-DISCRIMINATION CLAUSE

During the performance of the Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the Village from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder submits the following certification:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I, _____, hereby affirm under the penalty of perjury under the Laws of the State of New York that I am authorized to provide this certification and that the above is true and correct.

DATE _____

SIGNATURE OF BIDDER

TITLE

Sworn to before me this
_____ day of _____, 20____

Notary Public

CERTIFICATE OF AUTHORITY

I, _____ certify that
(officer other than officer executing proposal documents) I am the
_____ of _____
(title) (name of contractor)

the "Contractor" (a corporation duly organized and in good standing under the law under which organized, e.g. the New York Business Corp. Law) named in the foregoing agreement; that _____ (person executing bid proposal) who signed said agreement on behalf of the Contractor was, at the time of execution, authorized to sign _____ (the "Contractor") said agreement for and on behalf of said Contractor by authority of its Board of Directors, and that such authority is in full force and effect at the date hereof.

Date: _____

(Signature)

(Corporate seal)

STATE OF NEW YORK) SS:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20____, before me personally came _____, to me known, and known to me to be the _____ of _____ the corporation described in and which executed the above certificate, who being by me duly sworn did depose and say the he resides at _____, and that he is _____ of said corporation and knows the corporate seal of said corporation; that the seal affixed to the above certificate is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

_____, hereinafter called the Principal, as Principal, and the
_____, of

a corporation duly organized under the laws of the State of _____ hereinafter called the Surety, as Surety, are held and firmly bound unto

_____ hereinafter called the Obligee in the sum of
_____ Dollars (\$_____), for

the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with Obligee in accordance with the terms of such bid, and give such bond or bond as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment for apparatus furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to supply the apparatus covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____ AD 20____

In the presence of:

{ _____ (Seal)
PRINCIPAL

WITNESS

{ _____
TITLE

{ _____ (Seal)
SURETY

WITNESS

{ _____
TITLE

STATE PREVAILING WAGE RATES

The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at www.labor.state.ny.us. All changes line or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC#). The PRC# is **2019901030** which is provided on NYSDOL Form PW-200 included in this bid document.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Village of Ardsley
Meredith S. Robson, Village Manager
507 Ashford Avenue
Ardsley NY 10502

Schedule Year 2019 through 2020
Date Requested 08/19/2019
PRC# 2019901030

Location Village Green Parking facility
Project ID#
Occupation Type(s) Landscape Maintenance

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.

The schedule is effective from July 2019 through June 2020. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

General Provisions of Laws Covering Workers on Article 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 classification(s) in which the worker was employed. 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 (NOTE: 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).

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 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.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

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.

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. www.labor.ny.gov.

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. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

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, canceled 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.

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

NYS DOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Village of Ardsley
Meredith S. Robson, Village Manager
507 Ashford Avenue
Ardsley NY 10502

Schedule Year 2019 through 2020
Date Requested 08/19/2019
PRC# 2019901030

Location Village Green Parking facility
Project ID#
Occupation Type(s) Landscape Maintenance

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 classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

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

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

Hours

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

Wages and Supplements

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

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

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

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

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

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

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

Westchester County Article 9

Landscape Maintenance

08/01/2019

JOB DESCRIPTION Landscape Maintenance

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour: 07/01/2019

\$ 18.41

Landscape maintenance work around a building, that is simple mowing, shrub trimming, incidental mulching, etc., or clean-up type activities, is covered under Article 9. Mowing and /or spreading seed, fertilizer, or pest control material in athletic fields, parks, cemeteries, sides of roadways/highways is NOT covered.

Installation, maintenance, or repair of artificial turf/synthetic sport surfaces is covered under Article 8.

NOTE: If the same Employee doing Article 9 landscape maintenance, also does work that is traditionally done by a laborer, worker, or mechanic (i.e. resurfaces or grades an area, moves large amounts of top soil, etc.) that work is covered under Article 8.

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: \$ 2.18

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Overtime Codes

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

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

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

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

Contracting Agency Architect or Engineering Firm Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

- | | |
|---|--|
| <input type="checkbox"/> 01 DOT | <input type="checkbox"/> 07 City |
| <input type="checkbox"/> 02 OGS | <input type="checkbox"/> 08 Local School District |
| <input type="checkbox"/> 03 Dormitory Authority | <input type="checkbox"/> 09 Special Local District, i.e.,
Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University
Construction Fund | <input type="checkbox"/> 10 Village |
| <input type="checkbox"/> 05 Mental Hygiene
Facilities Corp. | <input type="checkbox"/> 11 Town |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT | <input type="checkbox"/> 12 County |
| | <input type="checkbox"/> 13 Other Non-N.Y. State
(Describe) |

3. SEND REPLY TO check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- 1. New Building
- 2. Addition to Existing Structure
- 3. Heavy and Highway Construction (New and Repair)
- 4. New Sewer or Waterline
- 5. Other New Construction (Explain)
- 6. Other Reconstruction, Maintenance, Repair or Alteration
- 7. Demolition
- 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- | | |
|--|---|
| <input type="checkbox"/> Construction (Building, Heavy
Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen |
| <input type="checkbox"/> Tunnel | <input type="checkbox"/> Janitors, Porters, Cleaners,
Elevator Operators |
| <input type="checkbox"/> Residential | <input type="checkbox"/> Moving furniture and
equipment |
| <input type="checkbox"/> Landscape Maintenance | <input type="checkbox"/> Trash and refuse removal |
| <input type="checkbox"/> Elevator maintenance | <input type="checkbox"/> Window cleaners |
| <input type="checkbox"/> Exterminators, Fumigators | <input type="checkbox"/> Other (Describe) |
| <input type="checkbox"/> Fire Safety Director, NYC Only | |

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

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

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		DENNIS DAN OGBEIDE		P.O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****5067	DENOG PROTECTIVE SECURITY SERVICES INC		P. O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	NYC		ROBERT SARDINA		C/O TRAFFIC MOVING SYSTEM 66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020
DOL	NYC	*****2049	TRAFFIC MOVING SYSTEMS INC		66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020



BUREAU OF PUBLIC WORK

CASE ID #

PRC #
OFFICIAL USE ONLY

CERTIFICATION OF OFFICER OF CONTRACTOR OR SUBCONTRACTOR

I, _____, am an officer with the title
NAME OF OFFICER
of _____ in the firm of _____
and am authorized by that firm to sign and swear to the validity and accuracy of the statements below:

(1) I pay or supervise the payment of laborers, workers and mechanics employed by _____ on the _____ project. During the payroll period commencing on the _____ day of _____ 20 _____ and ending the _____ day of _____ 20 _____, all laborers, workers and mechanics employed on said project were paid the wages and supplements recorded as earned on the attached payroll records. No deductions have been made either directly or indirectly from the wages and supplements other than deductions shown on the payroll records.

(2) The payroll records submitted for the above period and attached hereto are correct and complete. The number of hours shown for each employee reflects the actual hours worked by that employee. The classification shown for each employee is accurate and conforms with the work he or she performed.

Signed _____

Title of Officer _____

Name of Firm _____

Address _____

Sworn to before me this
_____ day of _____ 20_____

NOTARY PUBLIC OR OFFICIAL AUTHORIZED TO ADMINISTER OATHS

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE SIGNATORY OF THIS CERTIFICATION AND CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.

NAME OF CONTRACTOR <input type="checkbox"/>	SUBCONTRACTOR <input checked="" type="checkbox"/>	ADDRESS
---	---	---------

FEIN	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACTOR NO.
------	-----------------	----------------------	---------------------------

(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			ST										FICA	WITH- HOLDING Tax			OTHER		TOTAL
			or																DEDUCTIONS
			OT	HOURS WORKED EACH DAY															

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date _____

I _____ (Name of signatory party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

(Contractor or Subcontractor)

_____, that during the payroll period commencing on the _____

day of _____, 20____, and ending the _____ day of _____ 20____
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer, worker or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer, worker, or mechanic listed in the above-referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

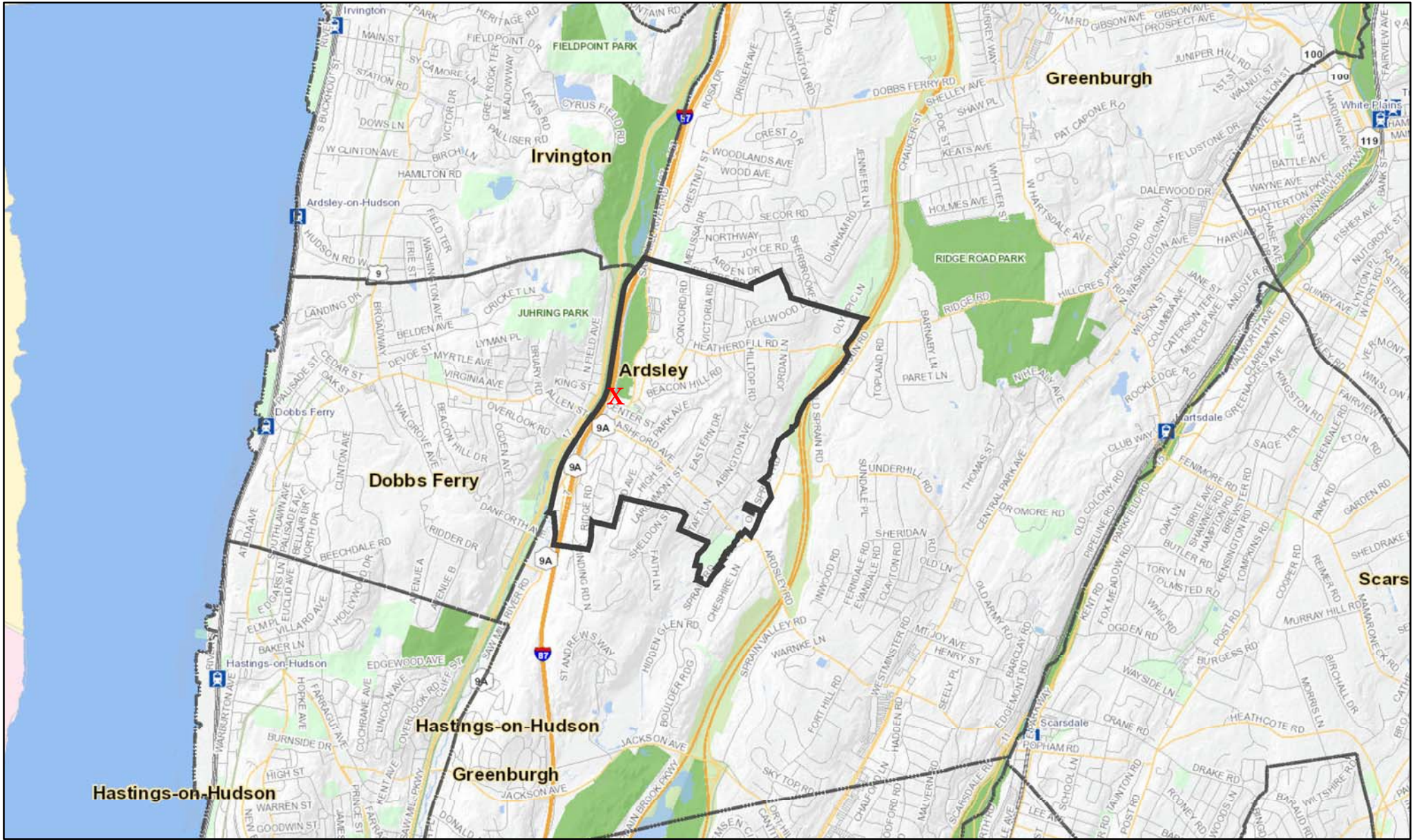
(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
SIGNATURE	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.	



Figure A: Ardsley Detention Basin

Mapping Westchester County



August 7, 2016
Municipal Boundaries

1:41,170
0 1,875 3,750 7,500 Feet
Westchester County GIS

X = Ardsley Detention Basin

Figure B: Ardsley Detention Basin Location in Lower Westchester

GIS
<http://giswww.westchestergov.com>
Michaelian Office Building
148 Martine Avenue Rm 214
White Plains, New York 10601