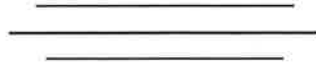


CONTRACT
AND
SPECIFICATIONS



COMPRISING 20 TOTAL PAGES

For: DEMOLITION OF RESIDENTIAL STRUCTURES

Date: MARCH 4, 2021 @ 11 AM

No. 02-2021



INC. VILLAGE OF
LYNBROOK NASSAU
COUNTY, N.Y.

Request for Bid Price; Demolition of Residential Structures

The Village of Lynbrook is requesting bid pricing for the demolition of 2 existing residential structures and double car garage.

The 2 structures are 2 story wood frames, located on 2 separate properties withing ¼ mile of each property. The structures have been inspected and certified asbestos abated and underground fuel tanks have been removed. The Village has coordinated the Gas and Water utility disconnects. The contractor is responsible for coordinating with Nassau County sanitary sewer and providing the sanitary disconnect service.

The contractor is responsible for removal and proper disposal of all debris, including any materials within the structures. The contractor is responsible for removal and disposal of all foundation materials. The contractor is responsible for compliance to all village codes for the control of dust created during demolition.

The Village will fill the excavated site to grade.

The bid price must itemize the work for each site.

The project is a lump sum payment upon successful completion and acceptance of work.

This is a prevailing wage project.

It is strongly recommended that all bidders attend the pre bid walk thru schedule on site, scheduled for Tuesday February 23 at 10 AM at 36 Carpenter Ave, Lynbrook

Offer shall comply and strictly adhere to the specifications. Any deviation from the specifications and any of the conditions and instructions of this invitation to bid shall automatically disqualify any bid made.

In the event bidder wishes to submit a counter or alternate proposal or wishes to suggest, offer or require changes, a request in writing 48 hours prior to the date specified for opening of bids may be made to The Board of Trustees, setting forth the exact nature of the request pertinent to this invitation to bid.

FOR CONTRACT AND SPECIFICATIONS NO.

DATED: MARCH 4, 2021 @ 11 AM FOR ITEM: DEMOLITION OF RESIDENTIAL STRUCTURES

OFFER FROM BIDDER

Non-Collusive Bidding Certification:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (4) The bidder must disclose any other person, partnership or corporation submitting a competitive bid quote on which they are an Officer, Director or Trustee.

Certified before me this

SIGNATURE OF BIDDER & TITLE:

.....day of..... 20.....

Notary Public

..... Title _____

(use reverse side to continue your offer.
Do not use separate sheet)

INCORPORATED VILLAGE OF LYNBROOK
Lynbrook, New York 11563

SEALED BID FOR
CONTRACT AND SPECIFICATIONS

No: 02-2021

Dated: MARCH 4, 2021 @ 11 AM

For: DEMOLITION OF RESIDENTIAL STRUCTURES

will be received by the Board of Trustees of the Village of Lynbrook at the Village Hall until 11AM Prevailing Time, on at which time they will be publicly opened and read.

No bids will qualify except on the blanks furnished by the Incorporated Village of Lynbrook.

The information for bidders, form of proposal, form of performance bond and general conditions may be obtained at the Office of the Village Clerk, Village Hall, Lynbrook, New York.

The Board of Trustees reserves the right to reject any and all proposals if they are not in the best interest of the Incorporated Village of Lynbrook

No bid shall be withdrawn pending the decision of the Board of Trustees.

Dated:
Lynbrook, N.Y.

BY ORDER OF THE BOARD OF TRUSTEES
INCORPORATED VILLAGE OF LYNBROOK
LYNBROOK, NEW YORK 11563

.....JOHN GIORDANO
Village Administrator

INCORPORATED VILLAGE OF LYNBROOK
Lynbrook, New York 11563

Dated: MARCH 4, 2021 @ 11 AM

No: 02-2021

SPECIFICATIONS FOR

ITEM: DEMOLITION OF RESIDENTIAL STRUCTURES

It is the intent of these specifications that wherever a particular manufacturer or brand name is used, the bidder may supply any other manufacturer or brand name, provided that such product is reasonably equivalent to that named in the specifications.

INCORPORATED VILLAGE OF LYNBROOK
Lynbrook, New York 11563

INSTRUCTIONS TO BIDDERS

The UNDERSIGNED BIDDER has carefully examined the invitation for bids and the applications, instructions, terms and conditions hereinafter set forth, and OFFERS AND AGREES to be binding. If this bid is accepted by the Board of Trustees of the Inc. Village of Lynbrook, within 30 days from the date of the opening of the bids to furnish any or all of the items and service upon which prices are quoted in the quantities and at the price here above set forth, in accordance with said instructions, terms and conditions.

Bidder guarantees delivery or installation date.....days after award of bid.

NOTE: This date is of the essence of this agreement and failure to keep this date may cause contractor to be in default, at the option of the Village of Lynbrook.

Name of Bidder

Address

Signature of person authorized
for corporation

Title

1. Sealed proposals will be received by the Village Clerk of the Incorporated Village of Lynbrook, Lynbrook, New York, until _____ at the office in the Village Hall, for work, labor, supplies materials, equipment or service set forth below.
2. Bidders will be held to strict compliance with such Notice to Bidders and Specifications.
3. Bids must be submitted on forms attached hereto in opaque and sealed envelope bearing on the outside only the name and address of the bidder, and the name of bid and due date.

Bids which are incomplete, obscure, or conditional will be rejected as not meeting bid specifications.

4. All bids received after the designated time as stated in the Notice to bidders, will not be considered by the Board of Trustees and will be returned to the bidder unopened.
5. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Incorporated Village of Lynbrook whether sent by mail or by means of personal delivery; the bidder assumes responsibility for having his bid deposited with the Village Clerk of the Incorporated Village of Lynbrook.
6. All sections of the contract documents attached hereto, or indicated to be included in the specifications shall govern the performance and execution of the work to be done and for the services to be rendered under this contract.
7. The submission of a bid by a contractor will be construed as indication that he is fully informed to the extent and character of the work, labor, supplies, materials, equipment or services required, and can perform the work, furnish the supplies, materials, equipment or services satisfactorily to the full intent of the Specifications without any extras. His bid shall include the furnishing of all labor, materials and equipment as required by the work to be done or the services to be rendered.
8. The Board of Trustees of the Incorporated Village of Lynbrook, reserves the right to reject or accept any and all bids and to waive defects or informalities in any or all bids if it is deemed to the best interest of the Incorporated Village of Lynbrook. Delivery date is most important and will be considered in determining a successful bidder.
9. The Board of Trustees reserves the right to award bids on individual items or on total sum bids whichever, in the opinion of the Board of Trustees, will be for the benefit of the Inc. Village of Lynbrook.

10. The award of the contract shall be made according to the law as soon as practicable after the public opening of bids, within 30 days.

11. No bid will be considered from any person who is in arrears to the Village of Lynbrook, or who is in default, as surety or, otherwise upon any obligation to the Inc, Village of Lynbrook, nor shall a bid be considered from any contractor whose performance of any previous contract with the Village of Lynbrook has been unsatisfactory in the opinion of the Board of Trustees.

12. Each bid must be accompanied by a certified check in the amount of (10%) percent of the gross amount of the bid unless otherwise specified in the general specifications, exclusive of alternate bids, upon a National or State Bank, payable to the order of the Inc. Village of Lynbrook, or a bid bond by a recognized surety company licensed to do business in the State of New York in an amount not less than 5% of the gross amount of the bid exclusive of alternate bids as guarantee that the bidder will execute the contract and commence performance of the contract in the stipulated time if such contract should be awarded to him. The check or bid bond of all except the successful bidder will be returned to the person, firms or corporations making the same within ten days after the award of the contract. The successful bidder upon his failure or refusal to execute the contract and deliver the bond required within 30 days after he has received notice of acceptance of his bid, shall forfeit to the Village as Liquidated damages for such failure or refusal, the security deposited with his bid or if the security be a bid bond, the said bond shall be deemed defaulted.

13. The notification in written form, of the successful bidder by the Board of Trustees, of the award of the bid will be deemed an acceptance by the Board of Trustees of the offer of such bidder to furnish according to contract and shall be binding to both parties.

14. Simultaneously with the awarding of the contract the successful bidder shall be required to deposit the Board of Trustees a bond by a surety company licensed to do business in the State of New York in the amount of the contract or payment of \$3,000. which may be retained by the Board of Trustees until the full performance of the contract as security for the faithful and timely performance of the contract. Within 10 days after the Inc. Village of Lynbrook has received, in satisfactory condition and in compliance with the specifications, all materials, supplies, or equipment which the contractor is required to furnish or services performed under this contract, whether in one shipment or in several shipments the Inc. Village of Lynbrook will return to him his bond.

15. The amount of the deposit of the Contractor, or as much thereof as may be applicable to the amount of the award made to him, shall be applied pursuant to the following sentence of this paragraph in the event of any default in the performance of such contract by such Contractor. The Contractor shall be liable for and agree to pay on demand to the Inc. Village of Lynbrook the difference between the price bid by him and the total of the price for which such contract shall be subsequently re-let, the cost, if any, of such re-letting, and any other consequential damages, less the amount of this deposit. If the difference between the price bid by him and the total price set forth in the preceding sentence shall be less than the amount of such deposit, the difference thereof shall be returned to such Contractor. A plea of mistake in such accepted bid shall be available to the Contractor for the recovery of his deposit or as a defense to any action based upon the contract resulting from the acceptance of his bid by the Inc. Village of Lynbrook.

16. Any performance bond provided shall be maintained in full force and effect until this contract shall have been fully completed and accepted. The cost of the bond shall be paid for by the Contractor.

17. Payment will be made by the Inc. Village of Lynbrook after presentation of a bidder's itemized invoice and proof of service or delivery, both attached to a properly itemized official voucher of the Inc. Village of Lynbrook which must be submitted subsequently to delivery.

18. Purchases or services by the Inc. Village of Lynbrook are not subject to any sales, State or Federal Excise Tax.

19. The Inc. Village of Lynbrook reserves the right to require any bidder to furnish and submit either before or after the awarding of the bid, samples to ascertain whether or not the product of services will be suitable for the purpose for which it is to be used or to submit names and addresses of place where bidder has performed work or services.

16. The successful bidder shall pay all freight and delivery charges to the Village of Lynbrook. The successful bidder shall be responsible for delivery to Lynbrook, NY of the merchandise in good order and condition in compliance with the Specifications. All damaged merchandise or merchandise which does not comply with the Specifications will not be accepted. Acceptance of delivery shall, however, not be deemed a waiver of the right to reject said improper or damaged merchandise. The successful bidder must replace such damaged merchandise or merchandise which does not comply with the Specifications before payment is made.

17. The delivery date or date of completion shall be the essence of this agreement. Failure to deliver or complete on time may result in the inability of the Inc. Village of Lynbrook to perform its functions as required by law. Therefore, the Contractor shall be liable to the full extent of performance bond as liquidated damage in the event of the late delivery or late completion, except for default by virtue of acts of God, strikes or lockouts, or war only.

18. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract:

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

19. The successful bidder or his insurance company shall assume the defense and indemnity of and save harmless the Village, its officers and employees for any and all claims or lawsuits for personal injury or property damage arising out of his products, completed operations, or work or by the work or products of his subcontractors.

20. On all construction, service, or product purchase contracts the successful bidder shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the bidder's work, operations, products, or completed operations under the contract, whether such work, operations or products be provided by himself or by a subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

- a) Claims under worker's compensation, disability benefits and other similar employee benefit acts;
- b) Claims for damages because of bodily injury, sickness or disease, or death of any person; said policy shall be endorsed with an Additional Insured endorsement naming the Village of Lynbrook, its Officers, and its Employees as a covered entity; and
- c) Claims of damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- d) Any claims for damages arising from products or completed operations provided by a bidder whose contract calls for the provision of products, construction work or operations to the Village.

In the case of a products purchase contract, compliance with subsection a) shall not be required.

The insurance required herein shall be written for not less than limits of liability in the amount of \$1,000,000.00 or in such other amount as may be specified in the contract documents.

Evidence of insurance acceptable to the Village shall be filed with the Village and shall include copies of the liability policy declaration pages and the Additional Insured Endorsement.

25. A Contracting party with the Village of Lynbrook must pay Prevailing Wage pursuant to statute.

FORM OF PROPOSAL

The undersigned hereby declares that no member of the Inc. Village of Lynbrook or other office of the village, or any person in the employ of the Inc. Village of Lynbrook, is directly, or indirectly interested in this bid, or in the supplies, or work, or services to which it relates, or in any position to benefit from the profits thereof, and that the statements made above are accurate and true.

The undersigned also declares that he has carefully examined the form of Notice to Bidders, Instructions to Bidders, Specifications, Forms of Proposals, and Bond, and the plans therein referred to, on file with the village Clerk, Village Hall, Lynbrook, New York, and will provide all necessary machinery, tools, apparatus, and other means for construction, and do all the work and furnish all the materials and services called for by said documents and specifications, and the requirements under them of the Incorporated Village of Lynbrook for the sums herein stated.

Signature of persons, firm or corporation making bid:

Date.....

Name of Bidder

Authorized Signature

Title

Inc. Village of Lynbrook

Date.....

By.....

Mayor

STATE OF NEW YORK)
COUNTY OF NASSAU)
INC. VILLAGE OF)ss:
LYNBROOK)

On this _____ day of _____, 20____, before me personally came _____ to me known who, being by me duly sworn, did depose and say as follows: I reside in Nassau County, I am Mayor of the Incorporated Village of Lynbrook, Nassau County, N.Y. designated for the purpose of signing this contract, pursuant to the resolution of the Board of Trustees, said Trustees being designated in and having authorized the execution of the above contract, and that I signed my name hereto in accordance with said Resolution.

Notary Public

STATE OF NEWYORK)
COUNTY OF NASSAU) ss:

(Individual)

On this _____ day of _____, 20____, before me personally came _____ to me known and known to me to be the same person described in and who executed the foregoing contract; and acknowledged to me that he has executed the same.

Notary Public

STATE OF NEW YORK)
COUNTY OF NASSAU) ss:

(Partnership)

On this _____ day of _____, 20____, before me personally came _____ to me known and known to me to be a member of _____ the firm described in and which executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said Form for the purposes therein mentioned.

Notary Pubic

STATE OF NEW YORK)

ss:

(Corporation)

COUNTY OF NASSAU)

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

Notary Public

STATE OF NEW YORK)

ss:

(Attorney in fact)

COUNTY OF NASSAU)

On this _____ day of _____ 20____, before me personally came _____ the attorney in fact of _____ the contractor named in the foregoing contract, to me known to be the individual described in and who, as such attorney, executed the foregoing contract, and acknowledged that the executed the same as the act and deed of the said party or parties; therein described as contractor, and for the purposes therein mentioned by the virtue of a power of attorney duly executed and acknowledged by the said party or parties bearing date the _____ day of _____ 20____, that said power of attorney is still in force.

Notary Public

REASONABLE EQUIVALENT CLAUSE

WHERE BIDSPECIFICATIONS SPECIFY PARTICULAR MAKE OR MODEL A REASONABLE
EQUIVALENT OR EQUAL MODEL WILL BE CONSIDERED.

IRAN ENERGY SECTOR DIVESTMENT COMPLIANCE

Printed Name of Entity Seeking to Enter into the Contract:

Address:

Printed Name and Title of Person Executing Certification:

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012 (Act), the Office of General Services is required to post on its web site a list of persons who have been determined to engage in investment activities in Iran ("prohibited entities list"), as defined by the Act and New York State General Municipal Law 103-g, with certain exceptions, prohibits the Village from entering into or awarding a Contract with persons identified on the prohibited entities list.

CERTIFICATION:

By submission of this bid or proposal, each person (as defined in paragraph (e) of subdivision one of section one hundred sixty five-a of the state finance law) and each person signing on behalf of any other party certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

STATE OF)
COUNTY OF)

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature of Person Executing Certification: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public
Submit form with original

General Provisions of Laws Covering Workers on Public Work Contracts

The Labor Department issues wage schedules on a county-by-county basis that contain minimum rates of pay for different work classifications. State law requires that these schedules be made part of all contracts between a government entity and a contractor.

The State Labor Department updates prevailing wage rates annually by July 1. For information and/or assistance on a specific rate, please contact the local district office. Informational wage schedules may be obtained by mailing or Fax a request to the Bureau's Central Office.

The process has five steps:

A state or local agency decides to let a contract for a public work project.

The contracting agency must send a written or online request to the Labor Department's Bureau of Public Work for an appropriate wage schedule.

The contracting agency then must attach the wage schedule to the bid specifications.

When awarding a contract, the agency must attach the wage schedule to the contract and notify the Bureau of Public Work that the contract has been awarded.

Before work begins, the contractor and subcontractor(s) must post wage schedules at the construction site so that workers know what they are entitled to.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board, or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract **MUST** obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a Request for Wage and Supplement Information form (PW-39) to the Bureau of Public Work. The Prevailing Rate Schedule **MUST** be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: 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 Department's Notice of Contract Award form (PW-16) is provided with the original Prevailing Rate Schedule.

General Provisions of Laws Covering Workers on Public Work Contracts

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's Notice of Completion / Cancellation of Project form (PW-200) is provided for that purpose.

Both the PW-16 and PW-200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor **and** the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the 4 Day / 10 Hour Work Schedule page

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers and mechanics employed on a public work project shall be not be less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the:

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

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is required to provide complete copies to all prime contractors who in turn must provide copies to each subcontractor and obtain an affidavit certifying such schedule was received.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1 thru June 30 of the following year. The annual determination is available on the Department of Labor website. The prime contractor is required by law to provide copies of all applicable county schedules to each subcontractor and to obtain from each and every subcontractor an affidavit certifying that such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the Department's website.

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 years from the project's

General Provisions of Laws Covering Workers on Public Work Contracts

date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project:

Name, Address, and Last 4 Digits of Social Security Number

Classification(s) in which the worker was employed

Hourly wage rate(s) paid

Supplements paid or provided

Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, within ten 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 days will result in the withholding of up to 25% of the contract, not to exceed one hundred thousand dollars. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract. A failure to provide a schedule by a contractor or subcontractor is a violation of Article 8 of the Labor Law. See Section 220-a.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule 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 Section 220-a.

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in

General Provisions of Laws Covering Workers on Public Work Contracts

the annual determination will be corrected and posted to the Department's website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational only and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

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 project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting 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 Department of Jurisdiction (Contracting 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 project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The Public Work Project notice must be posted at the beginning of the performance of every public work contract *on each job site*.

Every employer providing workers' 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.

General Provisions of Laws Covering Workers on Public Work Contracts

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.

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.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the New York State 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.

Article 8 of the New York State Labor Law requires that only apprentices individually registered with the New York State Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency or office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing to the:

**New York State Department of Labor
Office of Employability Development/Apprenticeship Training
State Office Campus, Bldg. 12
Albany, NY 12240**

Fax (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 Albany Apprenticeship Training Central Office. Neither Federal nor State Apprenticeship Training offices outside 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:

General Provisions of Laws Covering Workers on Public Work Contracts

- 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 years when:

- Two willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six-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 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, 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. See Section 220-e (a)

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. See Section 220-e (b)

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 fifty dollars for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract. Section 220-e(c)

General Provisions of Laws Covering Workers on Public Work Contracts

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due there under may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract. See Section 220-e (d)

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 workers' 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.