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CITY OF NIAGARA FALLS, NEW YORK
DIVISION OF PURCHASING
City Hall Room 17
745 Main Street
Niagara falls, NY 14302-0069

Sealed bids will be received, publicly opened and read aloud in the Purchasing Office at City Hall as follows:

<u>Time</u>	<u>Bid #27-13</u>	<u>Date</u>
11:00 A.M.		Friday, December 6, 2013
FOR: Refuse Collection and Disposal and Recyclable Materials Collection and Processing		

Bids shall be submitted to:

CITY OF NIAGARA FALLS, NEW YORK
DIVISION OF PURCHASING, City Hall Room 17
745 Main Street
PO Box 69
Niagara falls, NY 14302-0069

The City of Niagara Falls, New York is soliciting bid proposals for refuse hauling from collection sites within the City limits, refuse disposal of all waste collected, recycling hauling from collection sites within City limits, processing and sale of recyclables. The City anticipates purchasing both Refuse and Recycling Carts to distribute to residents per the terms of this contract. A five (5) year period is sought with the potential for an additional five (5) year extension upon mutual written consent of the City and Successful bidder.

The City of Niagara Falls, New York will officially distribute documents from the Division of Purchasing. The City also advertises at www.niagarafallsny.gov (Purchasing link from the "Departments" tab). Copies from any other source are not considered official copies. Only those vendors who obtain documents from the sources listed are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from a source other than the sources listed, it is recommended that you obtain an official copy

Each bidder is solely responsible for the timely delivery of the bid proposal. Any bid received after the date and time specified will be returned, unopened to the bidder and not be eligible for consideration of award. Once a bid has been opened, it cannot be withdrawn for a period of ninety (90) days after the date the bids are opened

Bids received after the date and time designated for openings will not be considered. Facsimile or Electronically mailed proposals are not acceptable and will be rejected.

Bids must be submitted on the forms enclosed unless otherwise stated.
Bids shall be enclosed in a sealed envelope and clearly marked "Refuse Collection and Disposal and Recyclable Materials Collection and Processing and directed to the attention of the City Purchasing Division, City Hall Room 17, PO Box 69, 745 Main Street, Niagara Falls, NY 14302-0069. **Failure to do this may necessitate the premature opening of the Bid which may compromise its confidentiality.**

Any and all bids and contracts made or awarded by the City of Niagara Falls or any department, agency or official thereof for work or services performed or to be performed, or goods purchased or sold or to be purchased or sold are made subject to the provisions of Chapter 861 of the Laws of New York, 1953, as amended by Chapter 751 of the Laws of New York, and as now contained or as may hereafter be amended. The provisions of the New York State General Municipal Law and 103a and 103b are applicable to this bid.

In accordance with Section 103 of the New York State General Municipal Law, it is the intent of the City to enter into a contract with the Successful Bidder whose final proposal meets the requirements as set forth within this Bid Proposal. The City reserves the right to reject any or all proposals.

BIDDER'S CERTIFICATION

We, the undersigned, herewith propose and agree to furnish to the City of Niagara Falls, NY any one or all of the items upon which we have bid, for the prices indicated herein, in accordance with the Instructions to Bidders, Specifications, Conditions and other related Formal Quotation Documents

The undersigned bidder certifies to having read these Specifications, Conditions, and other related Formal Documents and offers to furnish the articles specified to the City of Niagara Falls, NY in exact accordance with Instructions to Bidders, Specifications, Conditions, and other related Formal Documents and at the prices stated.

Company Name: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
Authorized Contact: _____
Authorized Signature: _____
Print Name: _____
Title: _____
Date: _____

STATEMENT OF NON-COLLUSION

**Pursuant to Chapter 675
Laws of 1966**

By submission of the proposal, each contractor and each person signing on behalf of any Contractor 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 their 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 contractor 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 contractor and will not knowingly be disclosed by the contractor prior to the opening, directly or indirectly, to any other contractor or to any competitor, and;
3. No attempt has been made or will be made by the contractor to include any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Officer

Title of Officer

Date

1. **INTRODUCTION:**

- A. It is the intent of the City to enter into a contract based on the bids received with a contractor under Section 103 of the New York State General Municipal Law. This contract will incorporate all the terms, conditions and specifications included in the request for bids, as well as any other items included in the successful contractor's bid.
- B. Any bids received after the date and time of the bid opening will not be considered for award. Once a bid has been opened, it cannot be withdrawn for a period of ninety (90) days after the date the bids are opened. Bids are to be provided on the forms contained herein. Any additional information must be provided on separate typed sheets and attached to the bid submitted.
- C. Any contract that is entered into may not be assigned or sublet without the written approval of the City. When submitting a bid to the City the contractor must stipulate what, if any portion of the contract will be assigned or sublet and what other company or companies will be involved in the contract.
- D. The contract will commence January 1, 2014 and end on April 30, 2014. .
- E. A bid bond or certified check in the amount of \$50,000.00 must be submitted with the bid.
- F. A performance bond in the amount of 100% of the estimated annual contract amount is to be provided upon execution of the contract.
- G. Upon award of the contract the successful contractor must provide the City a certificate of insurance which meets all the requirements set forth in Attachment IV, ("Instructions for City of Niagara Falls Standard Insurance Certificate").
- H. The City is to be invoiced monthly. Included with each invoice must be copies of certified weigh bills for all tonnage being billed.
- I. The successful contractor shall guarantee that the disposal site(s) used is in compliance with all applicable laws, ordinances and regulations. Copies of all necessary permits required must be submitted to the City if requested.
- J. Neither the contractor nor the City shall be liable to perform under the terms of the agreement due to factors beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States or any other government body or any political subdivision thereof, whether now existing or hereafter created.
- K. Attachment II is a copy of the City's local ordinance regarding garbage and rubbish. It is included in the request for bids for review by all prospective bidders.
- L. Residents and property owners of Niagara Falls may bring bulk refuse which is generated in the City to the City's Corporation Yard. Permits for doing this will be provided by the City to the residents. Material will be transported to the contractor's facility by the Contractor's vehicles when requested by the City. The City shall be billed on the same per ton basis as the bulk refuse picked up curbside.

M. The following is the current number of housing and commercial units in the City of Niagara Falls as provided by the City Assessor's Office.

1) Singles	13,704
2) Doubles	2,536
3) Triples	393
4) Quads (inc. condominiums)	442
5) Businesses	<u>1,584</u>
Total:	18,659

O. Attachment V is a map of the City of Niagara Falls showing the current division of the City into five (5) areas for garbage and recycling collection.

P. The Contractor shall provide the City with a summary (by month) of all garbage picked up by type (ie; solid waste, bulk, each category of recyclable, etc.).

2. COLLECTION AND DISPOSAL OF MIXED SOLID WASTE AND YARD WASTE, AT A PERMITTED SANITARY LANDFILL OR INCINERATOR:

A. The contractor shall furnish all facilities, disposal site(s), management and labor necessary for weekly curbside collection and disposal as of solid waste may be collected by the contractor in the City.

B. The contractor shall not be responsible for collecting and disposing of hazardous, pathogenic, explosive wastes or sludges. However, it is reasonable to expect that there is a chance of accidental mixing of such wastes with the normal refuse stream. The contractor must be prepared to deal with such situations. The City must be contacted when the contractor finds such material. When feasible, the City will remove the material from the site.

C. Collection will take place Monday thru Friday, normally between the hours of 7:00 A.M. and 7:00 P.M. Hours of collection shall be strictly enforced.

D. The contractor must indicate in his bid what weekdays during the year garbage will not be collected (ie. holidays). Garbage not collected on the normal pick up day is to be collected the next weekday.

E. The contractor must provide a weigh ticket for each load collected. The tickets are to be printed in duplicate. The time, date, gross weight, tare weight and net weight must appear on the ticket. The ticket shall be the basis for monthly billings.

F. It has been determined by the New York State Department of Labor that prevailing wage rates apply to this work. The contractor must comply with all New York State laws requiring payment of applicable prevailing wage rates (see Attachment III).

G. The vehicles used for collection and hauling of solid waste will be of a closed compaction-type and the length, width and height shall be within legal highway limits. All vehicles will have all required regulatory approvals for hauling wastes. All vehicles will not leak any wastes. It is the contractors responsibility to ensure that his vehicles will be able to reach all locations where solid waste is to be picked up. Furthermore, the vehicles are to be maintained in good condition and will be subject to inspection by municipal officials.

- H. "Mixed municipal solid waste" "mixed municipal waste", mixed waste", or "municipal waste" shall be construed to mean solid waste generated from residential, commercial, institutional and industrial sources that are typically collected by municipal or contractor's trucks or by other vehicles as may be designated from time to time by the municipality and are allowed to be disposed in incinerators and sanitary landfills by the regulatory agencies having jurisdiction over the disposal facilities' operations. Typical components of such waste include household garbage, yard waste and rubbish.
- I. Attachment I provides history of the tonnage of solid waste and bulk refuse generated by the City. There is no guarantee of any future quantities.
- J. One item which falls under the classification in Section 4 (Collection and Disposal of Bulky Waste, Trash, White Goods, Scrap Metal and Tires at a Permitted Sanitary Landfill or Incinerator) shall be allowed to be disposed of with the weekly curbside collection.

3. **COLLECTION, PROCESSING AND MARKETING OF SOURCE SEPARATED CO-MINGLED RECYCLABLE MATERIALS:**

- A. The contractor shall furnish all facilities, processing site(s), management and labor necessary for the weekly curbside collection, processing and marketing of all recyclable materials as may be collected by the contractor in the City. The contractor shall also submit an alternate bid for weekly pick-up of recyclable materials with one week paper to be picked up and the next week all other recyclables to be picked up.
- B. The contractor shall provide up to 500 replacement 14-gallon recycling containers with the City logo appearing on it each year at no cost to the City and/or residents. The container shall become the property of the customer. If the City chooses the alternate bid for recycling (one week paper, the next week all other recyclables) the contractor shall also provide one container for each customer (currently 18,659 units). The container shall become the property of the customer.
- C. Collection of recyclables is to occur the same day mixed solid waste is collected. Collection will take place Monday thru Friday, normally between the hours of 7:00 A.M. and 7:00 P.M. Hours of collection shall be strictly enforced.
- D. The contractor must indicate in his proposal what weekdays during the year recyclables will not be collected (ie. holidays). Recyclables not collected on the normal pick up day are to be collected the next weekday.
- E. The contractor must provide a weigh ticket for each load collected. A separate ticket must be provided for each type of recyclable material. The tickets are to be printed in duplicate. The time, date, gross weight, tare weight and net weight must appear on the ticket. This ticket shall be the basis for monthly payments.
- F. It has been determined by the New York State Department of Labor that prevailing wage rates apply to this work. The contractor must comply with all New York State laws requiring payment of applicable prevailing wage rates (see Attachment III).
- G. The vehicles used for collection and hauling of recyclables will be a length, width and height within legal highway limits. All vehicles will have all regulatory approvals for hauling recyclables. It is the contractor's responsibility to ensure that his vehicles will be able to reach all locations where recyclables are to be picked up. It is the contractor's responsibility to ensure that no material will fall or be blown therefrom. Furthermore, the vehicles are to be maintained in good condition and will be subject to inspection by municipal officials.

- H. The contractor shall supply, at no cost to the City, the following containers for use at City facilities for recycling:
- 1) 6 c.y. R.E.L's for use at various City buildings (currently using 4 at 2 locations)
 - 2) 95 gallon carts for use at various City buildings (currently using 20 at 6 locations)
 - 3) 30' - 40' Trailer for Tires at the Corporation Yard (currently using 1)
 - 4) 30 c.y. R.O.'s at the Corporation Yard (currently using 2)

Additional containers shall also be provided at no cost if needed. Pick up will be done weekly unless otherwise directed by the City.

- I. It is the contractor's responsibility to provide each customer where recyclables are to be picked up, a brochure explaining the procedures to be followed as well as what items should be recycled. Furthermore, the contractor is to conduct an outreach program for the community, including City schools and neighborhood associations which will educate the citizen's on what may be recycled, the benefits of recycling and recycling demonstrations.
- J. Recyclables shall include the following: newspapers, magazines, catalogs, corrugated cardboard, glass food and beverage containers, plastic beverage containers, empty aerosol cans (no pesticides or spray paints), metal cans (aluminum, tin and bi-metal cans) and high grade paper (white, colored office bond, duplicating paper, computer paper and other high quality paper). Other recyclables may be added as recycling markets develop.
- K. Excluded from the definition of recyclable materials are the following for which the contractor shall have no obligation to accept or process (herein the "excluded wastes"): any radioactive, volatile, highly flammable, explosive toxic, biomedical, putrescible or hazardous material or any other waste or material not meeting the requirements of this agreement. The term "hazardous material" shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state pursuant to the Resource Protection Agency or any state agency pursuant to the Resource Conservation Recovery Act of 1976 as amended, or applicable state law.
- L. Recyclables must be marketed and sold pursuant to the rules and regulations of the New York State Department of Environmental Conservation.
- M. The recycling facility for source separated recyclable materials shall, on an annual basis, provide to the City a breakdown of the material delivered into the categories required by New York State in any required reporting or update to the Comprehensive Recycling analysis. Other recyclable materials will be added to the processing and marketing by the recycling facility based on economic analysis procedures already distributed by DEC. It is the contractor's responsibility to justify not processing specific materials if there are inquiries from the DEC. No increase in charges to the City will be allowed as additional materials are required. The contractor should contact the DEC for appropriate guidance documents pertaining to economic market determination.
- N. It is acceptable if the contractor chips yard waste for erosion control at the landfill. Furthermore, tires may also be chipped for use in place of stone.
- O. Attachment I provides a history of the tonnage of recyclable materials generated by the City. There is no guarantee of any future quantities.

4. **COLLECTION AND DISPOSAL OF BULKY WASTE, TRASH, WHITE GOODS, SCRAP METAL AND TIRES AT A PERMITTED SANITARY LANDFILL OR INCINERATOR:**

- A. The contractor shall furnish all facilities, disposal site(s), management and labor necessary for the periodic curbside collection and disposal of bulky waste, trash, white goods, scrap metal and tires as may be collected by the contractor in the City.
- B. Collection will take place each year over a period of five weeks (typically in the spring). The schedule of pickups will be normally between the hours of 7:00 A.M. and 7:00 P.M. Hours of collection shall be strictly enforced. During the bulk pick up period residents may place bulk items at the curb on the days when their garbage is normally picked up.
- C. The Contractor must provide a weigh ticket for each load collected. The tickets are to be printed in duplicate. The time, date, gross weight, tare weight and net weight must appear on the ticket. This ticket shall be the basis for monthly billings.
- D. It has been determined by the New York State Department of Labor that prevailing wage rates apply to this work. The contractor must comply with all New York State laws requiring payment of applicable prevailing wage rate (see Attachment III).
- E. The vehicles used for collection and hauling of bulky waste, trash, white goods, scrap metal and tires will be a length, width, and height within legal highway limits. All vehicles will have all regulatory approvals for hauling these items. The vehicles shall be equipped so that no refuse will fall or blow from the vehicles. It is the contractor's responsibility to ensure that his vehicles will be able to reach all locations where refuse is to be picked up. Furthermore, the vehicles are to be maintained in good condition and will be subject to inspection by municipal officials.
- F. "Bulky waste and trash" shall be constituted to include such items as, but not limited to, furniture, mattresses, televisions and stereos, carpeting, railroad ties, timbers, non-combustible construction and demolition materials and debris, lumber, small amounts of concrete, bricks, stone, masonry products, and other large and/or dense material which may be disposed of in a sanitary landfill, but specifically exclude tires and metal white goods. Some newer white goods in plastic housings, such as microwave ovens, until recyclable, will be disposed of as bulky waste. Any construction and demolition debris left by a contractor(s) is excluded and is the responsibility of the contractor(s) to remove.
- G. "White goods and scrap metal" shall be constructed to include appliances such as stoves, dishwashers, clothes washers and dryers, refrigerators, freezers, hot water tanks and similarly items, plus other large steel, and aluminum, brass, copper or ferrous items, such as but not limited to, furnaces, antennas and other items. The contractor shall be responsible for removing all CFC's.
- H. All tires (including truck tires) shall be unmounted.
- I. Attachment I provides a history of the tonnage of solid waste and bulk refuse generated by the City. There is no guarantee of any future quantities.

PRICING

Item	Est. Annual Units/Tonnage	Price per Unit/Ton	Total
Mixed Solid & Yard Waste:	18,659 units	_____	_____
Based on 3 year average:	37,701 tons	_____	_____
 Bulky Waste, Trash, White Goods, Scrap Metal & Tires	 18,659 units	 _____	 _____
White Goods (credit)	100	(_____)	(_____)
Tires (credit)	50	(_____)	(_____)
 Recycled Materials			
Weekly pick-up of all recyclables:	18,659 units	_____	_____
 Credit for processing of acceptable single stream recycling and material based on a 3 year average	 1,650 tons	 (_____)	 (_____)
_____		_____	_____
_____		_____	_____
Holidays:		_____	_____
_____		_____	_____
_____		_____	_____

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ATTACHMENT I

HISTORY OF TONNAGE
CITY OF NIAGARA FALLS

<u>NF TRASH</u>		<u>NF RECYCLING</u>	
SEPTEMBER 2010	2947.83	SEPTEMBER 2010	118.89
OCTOBER 2010	3642.44	OCTOBER 2010	101.31
NOVEMBER 2010	2856.96	NOVEMBER 2010	122.8
DECEMBER 2010	2236.61	DECEMBER 2010	135.2
	8736.01		478.2
JANUARY 2011	2320.88	JANUARY 2011	108.39
FEBRUARY 2011	2507.85	FEBRUARY 2011	100.87
MARCH 2011	2057.43	MARCH 2011	126.88
APRIL 2011	4044.68	APRIL 2011	107.62
MAY 2011	3782.59	MAY 2011	112.91
JUNE 2011	3173.56	JUNE 2011	136.73
JULY 2011	3082.71	JULY 2011	112.54
AUGUST 2011	3337.96	AUGUST 2011	124.12
SEPTEMBER 2011	3339.29	SEPTEMBER 2011	140.13
OCTOBER 2011	3236.9	OCTOBER 2011	133.55
NOVEMBER 2011	2992.38	NOVEMBER 2011	154.53
DECEMBER 2011	2944.26	DECEMBER 2011	162.26
	36820.49		1520.53
JANUARY 2012	2972.64	JANUARY 2012	133.03
FEBRUARY 2012	2791.66	FEBRUARY 2012	121.32
MARCH 2012	2139.25	MARCH 2012	131.8
APRIL 2012	4939.47	APRIL 2012	113.5
MAY 2012	2431.48	MAY 2012	145.82
JUNE 2012	3593.83	JUNE 2012	141.88
JULY 2012	3109.44	JULY 2012	122.18
AUGUST 2012	3213.04	AUGUST 2012	137.09
SEPTEMBER 2012	3547.63	SEPTEMBER 2012	126
OCTOBER 2012	3541.41	OCTOBER 2012	139.86
NOVEMBER 2012	3128.94	NOVEMBER 2012	156.72
DECEMBER 2012	2317.83	DECEMBER 2012	157.08
	37726.62		1626.28
JANUARY 2013	2408.5	JANUARY 2013	157.66
FEBRUARY 2013	2316.94	FEBRUARY 2013	123.02
MARCH 2013	5650.92	MARCH 2013	132.83
APRIL 2013	2262.78	APRIL 2013	146.58
MAY 2013	3936.78	MAY 2013	162.53
JUNE 2013	3544.93	JUNE 2013	139.54
JULY 2013	2993.2	JULY 2013	149.11
AUGUST 2013	2510.06	AUGUST 2013	157.91
SEPTEMBER 2013	4195.49	SEPTEMBER 2013	139.62
	29819.6		1308.8

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CHAPTER 911

GARBAGE AND RUBBISH

911.01	Garbage Defined	911.08	Collection of Garbage
911.02	Duty to Provide Receptacles		Ashes, Light Refuse & Rubbish
911.03	Separation of Materials; Placement of Receptacles	911.09	Refuse on Private Property
911.04	Light Refuse to be Secured	911.10	Stable Refuse
911.05	Interference with Receptacles	911.11	Order by Department of Public Works
911.06	Transporting Refuse into City	911.12	Corrective Action by City, Assessment of Costs and Administrative Penalties
911.07	Receptacle Requirements	911.99	Penalties

CROSS REFERENCES

Department of Public Works - CHTR. Section 118-121
 Industrial Wastes - GEN. OFF. 725.05
 Littering Prohibited - GEN. OFF. Ch. 705
 Waste Materials in Public Market - S.U. & P.S. 915.25(g)
 Rubbish Prohibited in Parks - S.U. & P.S. 923.05(b)

911.01 GARBAGE DEFINED.

The term garbage as used in this chapter, includes solids liable to decomposition in the form of refuse or waste and not covered by the general definition of light refuse, rubbish or ashes not liable to decomposition. All garbage shall be drained free of all liquid, placed in plastic bags or wrapped in bundles before being placed in receptacles as herein provided. The Department of Public Works may refuse to collect undrained garbage that is not properly stored. (Amended 1/16/79.)

The term rubbish, for purposes of this Chapter, shall mean waste material and refuse of every character collected or accumulated within the City, except garbage, and shall include by way of enumeration but not by way of limitation, grass, leaves, sticks, tree branches, stone, concrete, broken glass, used furniture or household appliances, wood, scrap metal, rocks and newspapers. (Adopted 4/15/85.)

911.02 DUTY TO PROVIDE RECEPTACLES.

(a) Duty to Provide Receptacles.

It shall be the duty of every owner or occupant of any and every building or place of business in the City forthwith to provide or cause to be provided, for the exclusive use of such building or place of business, separate receptacles for receiving and holding, without leakage, all the ashes and garbage that accumulate from such building or place of business or the portion thereof of which such person may be the owner or occupant. Every such receptacle designed and used to hold garbage must be fitted with a cover so constructed that snow, water or flies may not enter the same. When in use, covers shall at all times be kept on such receptacles. Those designated to hold ashes shall be made of or lined with some suitable metal.

If such owner or occupant secures such waste receptacles or provides enclosures as described in Section 911.02(c) herein, then, in that event, all garbage may be placed in the alley or at the curb pursuant to Section 911.08 of this ordinance in closed, tied, or otherwise sealed plastic bags only, instead of in a covered receptacle as hereinbefore provided.

(b) For Commercial Off-Street Parking Areas.

Owners or operators of commercial or business establishments which have off-street parking areas available for its patrons shall provide waste receptacles, as provided herein, in such parking areas for the use of patrons of such establishments sufficient to receive and store solid waste discarded by patrons. Said receptacles are to be serviced by the owners or operators or their private hauler.

(c) Receptacles to be Secured for Commercial Areas.

The owners or operators of shopping centers, commercial or business establishments are to lock, close, or secure all of their solid waste receptacles as described in Section 911.02(a) in such a manner as to prevent ready access to the contents thereof. If such receptacles are not secure, the owners or operators of such shopping centers, commercial or business establishments shall provide enclosures constructed so as to prevent ready access to the receptacles. (Amended 1/16/79.)

911.03 SEPARATION OF MATERIALS; PLACEMENT OF RECEPTACLES.

All ashes and garbage shall be separated and put into their respective receptacles and such receptacles shall not be filled to within four inches of the top thereof. Such receptacles, as well as any light refuse or rubbish to be removed, shall be kept within the premises until the proper time for removal and shall then be placed in the area or alley at such point as may be designated by the Director of Public Works or his agents, until such materials or substances are removed by the Department of Public Works. In no case shall such receptacles be placed where they shall be or become a nuisance. (C. 23 Section 2, adopted 12/29/19.)

911.04 LIGHT REFUSE TO BE SECURED.

All light refuse or rubbish, likely to be blown or scattered about, shall, before being placed outside of any building or premises for removal be properly bundled, packed or otherwise secured. (C. 23 Section 3, adopted 12/29/19.)

911.05 INTERFERENCE WITH RECEPTACLES.

No unauthorized person shall interfere with such receptacles or with the contents thereof, nor shall such person in any way handle or disturb such contents. (C. 23 Section 4, adopted 12/29/19.)

911.06 TRANSPORTING REFUSE INTO CITY.

No person shall carry, convey or transport refuse, garbage or ashes from without the City to within the City and deposit the same or leave it upon any of the streets, alleys or sidewalks of the City. (C. 1 Section 13, adopted 8/24/42.) (Renumbered and amended 9/30/74. Previously 911.07.)

911.07 RECEPTACLE REQUIREMENTS.

(a) Receptacles for garbage and burnable refuse shall contain not less than eight gallons and not more than thirty gallons. Receptacles for ashes and for nonburnable refuse for residential buildings shall have the capacity of one bushel and receptacles for ashes shall be of metal. Receptacles for ashes and for nonburnable refuse for commercial buildings shall have a capacity of not more than thirty gallons and receptacles for ashes shall be of metal. Receptacles designated to hold garbage shall be watertight and must be fitted with a cover so constructed that snow, water, or flies may not enter. When such receptacles are in use, covers shall at all times be kept on. Burnable refuse which cannot conveniently be placed in receptacles must be tied in bundles. Ashes and nonburnable refuse must not be mingled with or placed in the same receptacles as garbage and burnable refuse. No person, unless properly authorized to do so, shall interfere with such receptacles or handle or disturb the contents thereof. Garbage, ashes and refuse not packed in accordance with the provisions of this section will not be collected. (Amended and renumbered 9/30/74. Previously 911.08.)

(b) For residential collection purposes, receptacles may be placed at the alley edge or margin after the hour of 5:00 p.m. the day prior to scheduled collection and must be removed no later than 11:00 p.m. the day of collection. (Subsection added 05/26/04)

911.08 COLLECTION OF GARBAGE, ASHES, LIGHT REFUSE AND RUBBISH.

(a) The Director of Public Works shall designate days for the removal of refuse, garbage and ashes from the various streets and alleys of the City and shall also designate the hours for the removal in the business sections of the City. On such days and during such hours, any City resident may place refuse, garbage and ashes in boxes, barrels, metal cans, plastic containers, plastic bags, properly closed with twist tie or string or other receptacles in the alley in the rear, or in case there is no alley in the rear, at the curb line in the front of the premises occupied by such person.

(b) The City Administrator shall have the authority to promulgate uniform rules with respect to the scheduling and removal of rubbish throughout the City.

(c) The following items will not be collected by the City and must be disposed of by the owner thereof:

- (1) Motor Vehicles;
- (2) Waste from the construction, remodeling, demolition, destruction, burning or disposal of buildings, including but not limited to roofs, gutters, siding, shingles, windows, plaster and types of debris therefrom;
- (3) Concrete;
- (4) Large limbs, tree trunks, roots and stumps, shall not be collected unless neatly stacked at the curb in lengths not to exceed four (4) feet; and
- (5) Any other item which the Director in his discretion determines to be impractical, costly or overly burdensome for removal by the City. Notwithstanding the foregoing, the Director shall arrange for the City to regularly remove, at no cost to residential property owners, any refrigerator, stove, washer, dryer, dishwasher or other appliance used for household purposes, any plumbing fixture such as toilets, sinks and tubs, and any water heater. (Adopted 4/15/85; amended 12/18/90.)

(d) In no case except as hereinafter provided for ashes from a heating plant or case wherein an additional charge is made and received, shall there be received at any one collection, from any person offering the same, the greater quantity of garbage, refuse material or rubbish arising from the operation of a business, manufacturing or commercial establishment than three quarters (3/4) cubic yards.

- (e) The Director of Public Works shall cause to be made:
- (1) one (1) collection per week of garbage, ashes, light refuse and rubbish from the various streets and alleys of the city; and
 - (2) one (1) collection per week from the premises devoted to business, manufacturing, commercial or institutional uses or multi-family dwellings housing over four (4) families, but shall not remove therefrom more than one and one-half (1-1/2) cubic yards of such refuse material from any one premises during such regularly scheduled collection, unless an additional charge therefor, set forth in subsection (f) below, is made and received. (Amended 11/25/74; amended 11/24/75.)

(f) The charge for the removal of such refuse materials in excess of one and one-half (1-1/2) cubic yards, or in excess of thirteen (13) thirty-gallon containers for each regularly scheduled collection, or for an additional and extra collection shall be according to the monthly rate set out in the following schedule:

<u>CATEGORY</u>	<u>NUMBER OF 30 GAL UNITS PER MONTH</u>	<u>MONTHLY CHARGE</u>
1	1 - 20	\$ 20.00
2	21 - 50	\$ 37.00
3	51 - 100	\$ 66.00
4	101 - 150	\$ 94.00
5	151 - 200	\$123.00
6	201 - 250	\$151.00
7	251 - 300	\$180.00
8	301 - 350	\$209.00
9	351 - 400	\$237.00
10	401 - 450	\$266.00
11	451 - 500	\$294.00
12	501 - 550	\$323.00
13	551 - 600	\$351.00
14	601 - 650	\$380.00
15	651 - 700	\$409.00
16	701 - 750	\$437.00
17	751 - 800	\$466.00
18	801 - 850	\$494.00
19	851 - 900	\$523.00
20	901 - 950	\$551.00
21	951 - 1000	\$580.00
22	1001 - 1050	\$609.00
23	1051 - 1100	\$637.00
24	1101 - 1150	\$666.00
25	1151 - 1200	\$694.00
26	1201 - 1250	\$723.00
27	1251 - 1300	\$751.00
28	1301 - 1350	\$780.00
29	1351 - 1400	\$809.00
30	1401 - 1450	\$837.00

All employees of the Department of Public Works engaged in the work of collecting refuse shall report each and every violation of this section to the Director of Public Works. (New Section 9/3/74) (Amended 11/25/75.)

911.09 REFUSE ON PRIVATE PROPERTY.

No person shall place or cause to be placed or shall, after notice and request for the removal of the same by the City Manager, any police officer, or the Director of Public Works or his agent, permit to be or remain in or upon premises or yards occupied or used by such person for or in connection with residential or business purposes, any rags, refuse, paper, tin, glass, brick, garbage, waste, building material, ashes, rubbish, waste or offal of any kind or description whatsoever, unless the same shall be kept within a building on the premises or contained within sufficient and suitable closed receptacles in such a manner as not to be injurious or offensive to the public, or to owners or occupants of adjacent or neighboring property. (C. 23 Section 4a, adopted 12/29/19) (Amended 1/16/79.)

911.10 STABLE REFUSE.

Every owner, lessee, tenant or occupant of any stall, stable or apartment in which any horse, cattle, or other animal shall be kept, or of any place in which manure or any liquid discharge of such animal shall collect or accumulate within the City, shall at all times keep, or cause to be kept, such stalls, stables and apartments and the drainage yards and appurtenances thereof in a wholesome and clean condition so that no offensive smell shall escape therefrom. Every such stall, stable or apartment where horses or cattle are kept shall have watertight manure boxes or vaults and such boxes or vaults shall be properly and adequately covered in such a manner as to exclude flies and the contents thereof shall be removed at least once in each week or as often as may be necessary to prevent the box becoming full. (C. 23 Section 5, adopted 12/29/19.)

911.11 ORDER BY DEPARTMENT OF PUBLIC WORKS.

The Director of Public Works or his agent is hereby authorized to issue an order requiring compliance with this chapter.

The time of compliance for the order issued by the Department of Public Works, or his agents, shall not exceed 72 hours after 6:00 p.m. of the day the order is issued. (New Section 1/16/79; amended 05/26/04.)

911.12 CORRECTIVE ACTION BY CITY, ASSESSMENT OF COSTS AND ADMINISTRATIVE PENALTIES. (Added 05/26/04)

(a) In addition to the provisions of 911.99 of this Chapter, any condition causing a violation of this Chapter either shall be ordered to be removed by the party in violation, or shall be removed by the City, in accordance with the provisions of this Section.

(b) The Director of Public Works, or his agent, may issue an Order of Cleanup to any person violating the provisions of this Chapter.

(c) The Order of Cleanup shall be addressed to the owner and occupant of the property on which the violating condition exists. The Order of Cleanup shall be served by posting the Order at the property, mailing by regular mail a copy of the Order to the occupant and owner at the property, mailing a copy of the Order by regular mail to the address of the owner as shown on the records of the City Assessor. If the property is unimproved, the Order shall be served only by mailing the Order by regular mail to the owner at the address as shown on the records of the City Assessor.

(d) The Order of Cleanup shall specify the violating condition and shall order correction of the condition within a reasonable time specified in the Order, not to exceed 72 hours after 6:00 p.m. from the date the Order was issued.

(e) The Order of Cleanup shall also state that, should the violating condition not be corrected within the time specified, the City shall remove the offending condition on or after a date and time specified in the Order.

(f) The Order of Cleanup shall also state that, should the City remove the violating condition, the cleanup costs, disbursement and handling fee and administrative penalty will be payable by the owner or occupant and, if unpaid, shall be assessed against the real property as provided in this section.

(g) The Director of Public Works shall keep an accurate account of the expenses incurred by the City for removal of any violating condition. Such account shall itemize the cost incurred for labor, materials, equipment and any other cost. The total costs incurred shall be billed to the owner or occupant of the real property from which the violating condition is removed. The bill for cleanup services shall be paid within 30 days of the date of the bill. The bill shall be served upon the owner and occupant in the same manner in which the Order of Cleanup was served.

(h) All bills for cleanup services shall reflect a minimum charge of one half (1/2) hour labor per worker and one half (1/2) hour per piece of motorized equipment. Labor charges shall be at the rate of pay of the worker performing the work, including fringe benefits, and equipment charge shall be at the rate established by the City for the equipment used. All bills for cleanup services shall contain a charge of 20% to cover the costs of disbursements and handling. All bills for cleanup services shall also contain an administrative penalty of 100% of the total cleanup costs, including the 20% disbursement and handling fee.

(i) Notwithstanding Section 911.12(h), bills for cleanup services for real property owned by a Federal, State or Local government, governmental subdivision or governmental agency, or real property owned by an interstate or intrastate railroad company and exempt from taxation pursuant to the New York State Real Property Tax Law shall not be subject to the 100% administrative penalty if the bill for cleanup services is paid within ninety (90) days of the date of the bill. This Section 911.12(i) shall not apply to real property of a Federal, State or Local government, governmental subdivision or governmental agency or interstate or intrastate railroad company which is leased for economic or industrial development purposes.

(j) On or after October 15 of each year, the Director of Inspections and the Director of Public Works shall report all unpaid cleanup services bills to the City Council whereupon the City Council shall order each bill, including the 20% handling fee and 100% administrative penalty, to be assessed against the real property upon which the work was performed, and such bills shall be added as an assessment to the tax bills for each property for the following year.

(k) Notwithstanding the foregoing provisions of this Section, no Order of Cleanup or other notice prior to removal shall be required to be given where the Departments of Police or Fire, or the County Health Department, declare in writing that an emergency relating to health or public safety exists requiring the immediate removal of the violating condition.

911.99 PENALTIES.

Any person, firm or corporation who violates any of the provisions of this Chapter shall, in addition to existing civil penalties, be punished by a fine not more than Two Hundred Fifty and 00/100 Dollars (\$250.00) or by imprisonment for not more than fifteen (15) days, or both. Each day in which any violation shall continue shall be deemed a separate offense. (Amended 05/26/04)



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

City of Niagara Falls
 Shirley Bernat, Principal Purchasing Clerk
 745 Main Street
 Niagara Falls NY 14302-0069

Schedule Year 2013 through 2014
 Date Requested 10/30/2013
 PRC# 2013900960

Location Throughout the City of NF
 Project ID#
 Occupation Type(s) Trash and Refuse Removal

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

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

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

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

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

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

Responsibilities of the Public Agency

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

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

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

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

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

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

Hours

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

Wages and Supplements

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

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

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

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

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

Payrolls and Payroll Records

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

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

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

Peter M. Rivera, Commissioner

City of Niagara Falls
Shirley Bernat, Principal Purchasing Clerk
745 Main Street
Niagara Falls NY 14302-0069

Schedule Year 2013 through 2014
Date Requested 10/30/2013
PRC# 2013900960

Location Throughout the City of NF
Project ID#
Occupation Type(s) Trash and Refuse Removal

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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



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

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

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

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

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

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

This is a change to our prior notice.

Article 9 wage schedule information is now available [online](#).

Introduction to the Prevailing Rate Schedule

Introduction

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

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail. The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

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

Hours

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

Wages and Supplements

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

Payrolls and Payroll Records

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

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

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

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

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579

Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Niagara County Article 9

Trash and Refuse Removal 10/01/2013

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

ENTIRE COUNTIES
 Allegany, Cattaraugus, Chautauqua, Erie, Niagara

WAGES
 For use with Transfer Station Operation.

Per hour:	07/01/2013
Indus. Truck Driver/Tractor Operator	\$17.03
Laborer/ non-construction	\$13.19
Conveyor operators and tenders	\$14.14

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

SUPPLEMENTAL BENEFITS
 Per hour worked: \$1.72

OVERTIME PAY
 See (B, B2) on OVERTIME PAGE

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE

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

Trash and Refuse Removal 10/01/2013

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

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

WAGES

Per Hour:	07/01/2013	05/01/2014
Trash, Recycling, Roll-Off and Brush Drivers	\$14.25	\$14.50
Thrower Helper	\$10.25	\$10.50

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

SUPPLEMENTAL BENEFITS

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

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

Vacation pay:

After one year of service: 5 days per year

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

4 Personal days after 90 days of service.

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

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

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

12-317

Overtime Codes

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

- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (B) Time and one half of the hourly rate after 8 hours per day
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (E5) Double time after 8 hours on Saturdays
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



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

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

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

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

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

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

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

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		AIRPORT SERVICE LTD		P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL	*****8954	AMERICAN INDUSTRIAL CLEANING CO INC		10 CHELSEA PLACE GREAT NECK NY 11021	02/17/2011	02/17/2016
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL		EMMANUEL ODIGIE		837 OUTLOOK AVENUE WEST BABYLON NY 11704	09/10/2010	09/10/2015
DOL	NYC	*****8356	JETSTREAM MAINTENANCE CORP		7156 ROCKAWAY BLVD WOODHAVEN NY 11421	04/28/2011	04/28/2016
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL		MYRON STEMPA		10 CHELSEA PLACE GREAT NECK NY 11021	02/17/2011	02/17/2016
DOL	DOL	*****0744	NCLN20 INC		3494 HALL LANE P O BOX 69LAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	DOL	*****0817	NORTH EAST SECURITY GUARD SERVICE INC		837 OUTLOOK AVENUE WEST BABYLON NY 11704	09/10/2010	09/20/2015
DOL	NYC		SAE KEON WON		7156 ROCKAWAY BLVD WOODHAVEN NY 11421	04/28/2011	04/28/2016
DOL	DOL		SIHAYA JONES		C/O NCLN20 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	DOL		STEPHEN JONES		C/O NCLN10 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC	*****8212	VELOX CLEANING CORP		32 ESSEX LANE WILLINGBORO NJ 08046	07/09/2010	07/09/2015

INSTRUCTIONS FOR
CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE

Standard Insurance Requirements apply to the following classifications:

- Construction and Maintenance
- Purchase of, or lease of merchandise or equipment
- Professional Services
- Property Leased to others or Use of Facilities or grounds
- Concessionaire Services
- Livery Services
- All purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be made to the City of Niagara Falls, N.Y., Room 242, 745 Main Street, PO Box 69, Niagara Falls, N.Y. 14302-0069 and should reference the operation.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder.

All Certificates of Insurance shall be approved by the Risk Management Department prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

A. **Comprehensive General Liability**

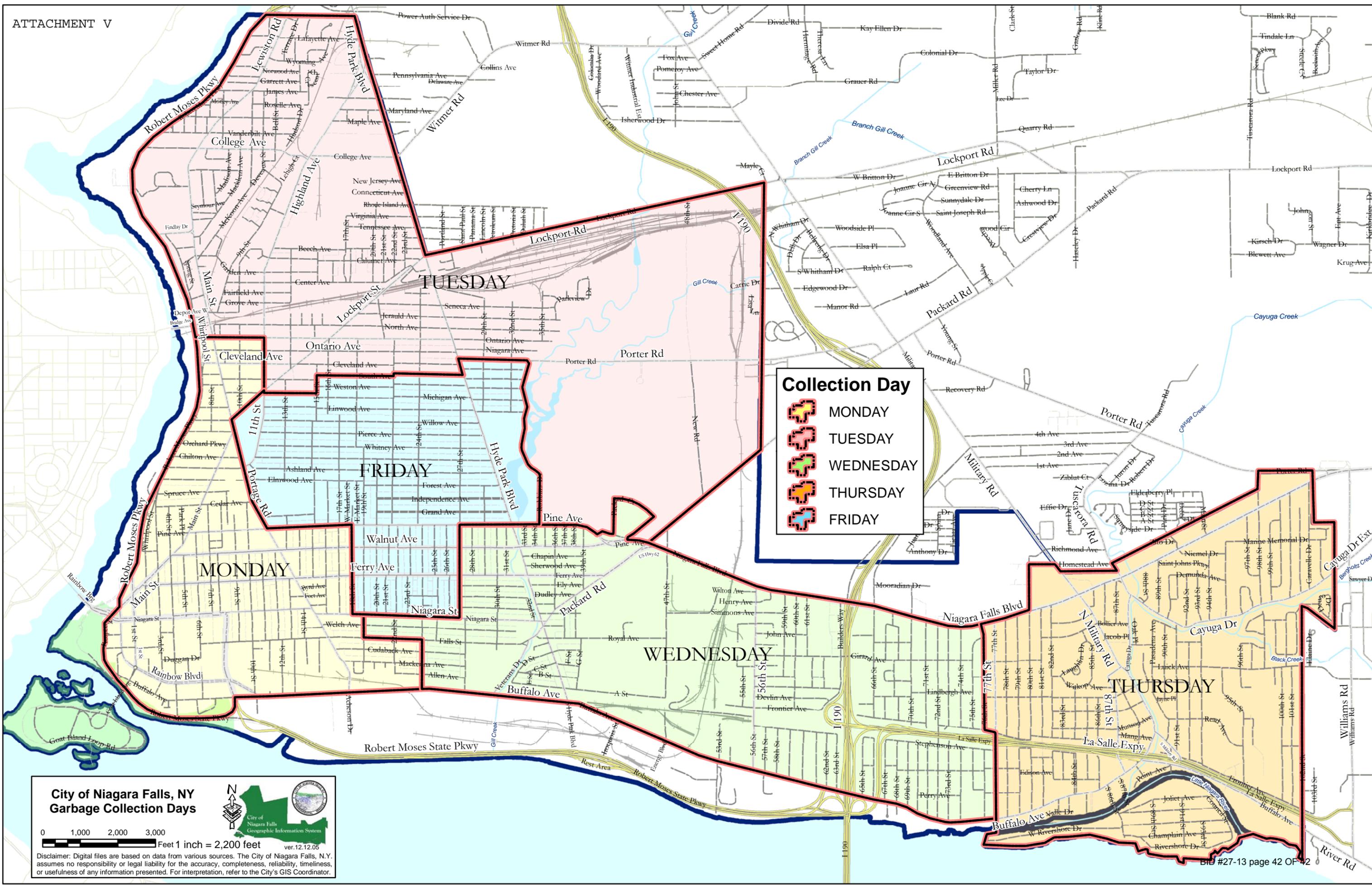
With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000.00 per occurrence and 3,000,000.00 annual aggregate. The coverage shall include:

- * Premises and Operations
- * Products and Completed Operations
- * No exclusion for X C U coverage (explosion, collapse and underground)
- * Independent Contractors
- * Broad Form Property Damage
- * Contractual Liability
- * Fire Legal Liability (Covered by a standalone limit of \$1,000,000)
- * Personal Injury Liability (Cov. A, B and C)
- * Liquor Liability (if alcoholic beverages are to be dispensed under NYS License.)
- * If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability).
- B. **Auto Liability:** (if licensed vehicles are to be used in the operation) With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).
- C. **Excess Umbrella Liability:** If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.
- D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000). With a minimum limit of \$1,500,000.00 each occurrence and 3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.
- E. **Professional Liability:** If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).
- F. **Property Insurance:** (if applicable) Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.
- G. **Statutory Workers' Compensation and Employers Liability:** All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.
- H. **Performance and Payment Bond: (if specified in bid request)** A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than _____ percentum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

NOTE: IF THE CONTRACT IS FOR PROFESSIONAL SERVICES ONLY, (ENGINEERS, ARCHITECTS, ETC.), PARAGRAPHS D, F AND H WILL NOT APPLY.



**City of Niagara Falls, NY
Garbage Collection Days**

0 1,000 2,000 3,000 Feet 1 inch = 2,200 feet ver.12.10.05

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