

New York State Labor Law, Section 220-a
Sub-Contractor's Certification

1. That I am an officer of _____
and am duly authorized to make this affidavit on behalf of the sub-contractor on public contract _____.
2. That I fully comprehend the terms and provisions of Section 220-a of the Labor Law.
3. That, except as herein stated, there are no amounts due and owing to or on behalf of laborers employed on the project by the sub-contractor. (Set forth any unpaid wages and supplements, if none, so state).

<u>Name</u>	<u>Amount</u>

4. That the sub-contractor hereby files every verified statement required to be obtained by the subcontractor.
5. That, upon information and belief, except as stated herein, all laborers (exclusive of executive or supervisory employees) employed on the project by this sub-contractor have been paid the prevailing wages and supplements for their services through _____, the last day worked on the project. (Set forth any unpaid wages and supplements, if none, so state and utilize clause 6.

<u>Name</u>	<u>Amount</u>

6. That the sub-contractor has no knowledge of amounts owing to or on behalf of any laborers or its sub-contractors.
7. In the event it is determined by the Commissioner of Labor or the District Attorney's Office that the wages or supplements or both of any such employees have not been paid or provided pursuant to the appropriate schedule of wages and supplements, then the sub-contractor personally and as an officer of the company shall be responsible for payment of such wages and supplements pursuant to the provision of the Labor Law.
8. In the event the undersigned or any of its sub-subcontractors, materialmen, suppliers, or others commences an action, files a Notice of Mechanics' Lien or Notice of Bond claim, then the undersigned does hereby agree, individually and as an officer of the company named herein, and on behalf of its Surety if any Bond has been provided by the subcontractor, to issue payment for said claim, become personally liable to Lipsky Enterprises, Inc. and shall personally indemnify and hold harmless Lipsky Enterprises, Inc. for costs, judgments, expenses, including reasonable attorney fees and court costs incurred either in the enforcement of this document or in defense or arising out of any claim and/or action or in connection with the discharging of any claim or lien in the event said company does not fulfill its obligations under the subcontract and/or under this document. It is understood that any claim previously or subsequently waived and released is not revived by any exceptions noted.
9. As a Principal of the company executing this Affidavit, in addition to the obligations set forth in the above referenced paragraphs, recognizing its obligations under the lien laws with respect to trust funds and in consideration of the above payment, the undersigned personally agrees to hold Lipsky Enterprises, Inc. and the Owner harmless and guarantees the full and prompt payment of all union benefits, wages, prevailing wages, and for all indebtedness, obligations and liabilities for which Lipsky Enterprises, Inc. or its Surety may become liable for and for which this company has received payment for from Lipsky Enterprises, Inc. in the event said company does

not fulfill its obligations under the subcontract and/or this document.

- 10. This certification is executed and delivered simultaneously with or after payment of the labor, equipment, supplies, materials, etc. furnished or union benefits due to date.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20_____

By: _____
Signature Printed Name of Signer.....as.....Title

By: _____
Signature Printed Name of Signer as Individual

ACKNOWLEDGEMENT

STATE OF NEW YORK, COUNTY OF _____

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public: State of New York