

ERIE COUNTY WATER AUTHORITY  
 AUTHORIZATION FORM  
 For Approval/Execution of Documents  
 (check which apply)

*Margaret A. Murphy*

**Contract:** 17-14-08 **Project No.:** 201700055  
**Project Description:** Emergency Watermain Repairs 09/01/2017 to 08/31/2019

**Item Description:**

Agreement     Professional Service Contract     Amendment     Change Order  
 BCD     NYSDOT Agreement     Contract Documents     Addendum  
 Recommendation for Award of Contract     Recommendation to Reject Bids  
 Request for Proposals  
 Other Pay App 25 & Final, amount certified: \$108,501.56

**Action Requested:**

Board Authorization to Execute     Legal Approval  
 Board Authorization to Award     Execution by the Chairman  
 Board Authorization to Advertise for Bids     Execution by the Secretary to the Authority  
 Board Authorization to Solicit Request for Proposals  
 Other Board Approval

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

<input type="checkbox"/> Other (if Applicable)	_____	Date: _____
<input checked="" type="checkbox"/> Chief Operating Officer	<i>Russell J. Stet</i>	Date: <u>03/12/2020</u>
<input checked="" type="checkbox"/> Executive Engineer	<i>Jeanard F. Knaliki</i>	Date: <u>03/13/2020</u>
<input checked="" type="checkbox"/> Director of Administration	<i>Shavanya L. Foster</i>	Date: <u>03/13/2020</u>
<input checked="" type="checkbox"/> Risk Manager	<i>Molly Jo Musarra</i>	Date: <u>03/16/2020</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<i>Karen A. Rendugast</i>	Date: <u>03/16/2020</u>
<input checked="" type="checkbox"/> Legal	<i>Margaret A. Murphy</i>	Date: <u>03/13/2020</u>

**APPROVED FOR BOARD RESOLUTION:**

Secretary to the Authority *T. J. Murphy* Date: 03/16/20

**Remarks:** \_\_\_\_\_


**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_



**ERIE COUNTY WATER AUTHORITY**  
**INTEROFFICE MEMORANDUM**

March 12, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Jeffrey R. Sylvester, Distribution Engineer 

Subject: Emergency Watermain Repair Contract  
September 1, 2017 to August 31, 2019  
ECWA Project No. 201700055  
Pay Application No. 25 & Final

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Attached is the Final Payment Application for the above referenced project.

The following documents are attached:

- Blue Authorization Form - this form provides the project name and project number, the action that is being requested of the Board, and it provides a list of approvals that are required prior to being acted on by the Board.
- ECWA Final Payment Application Checklist and Packet - the check list is used to make sure that the contractor has provided all of the proper documentation to close out the contract.

The Engineering Department is recommending Final Payment be made. Sompo International Insurance has issued Certification of Surety for the Performance and Payment Bonds. The Contractor has submitted and signed General Release and AIA Forms G706, G706A, and G707. MWBE Utilization Report – Part D and Contractor's Letter of Inability to Attain Utilization Goals have been attached. Lavonya Lester, Director of Administration has certified MWBE goals and approved final Certified Payrolls. The entire Final Pay Application package has to be reviewed by Risk Manager and Legal Department prior to Board action. The amount certified for Final Payment is \$108,501.56.

JRS:jmf

Attachments

cc: R.Stoll

L.Kowalski

L.Lester

ECWA-736-1701-I-186

Job Description:  
Emergency Watermain Repair Contract  
September 1, 2017 through August 31, 2019

Estimate No. 25 and Final  
Contract No. 17-14-08  
Period Covered: September 1, 2019 to December 5, 2019

Project No. 201700055

Contractor: Russo Development, Inc.  
3710 Milestrip Road  
Blasdell, New York 14219

V7286

Bid Item No.	Item Spec			Contract Break Down	Completed to Date		Completed Previous Estimate		Amount This Estimate	
					%	Amount	%	Amount		
1A1	24 HR	@	15.00	\$360.00	0.00	\$0.00	0.00	\$0.00	\$0.00	
1A2	8 HR	@	200.00	\$1,600.00	2,000.00	\$32,000.00	2,000.00	\$32,000.00	\$0.00	
1A3	16 HR	@	15.00	\$240.00	521.88	\$1,252.50	521.88	\$1,252.50	\$0.00	
1A4	16 HR	@	25.00	\$400.00	331.25	\$1,325.00	331.25	\$1,325.00	\$0.00	
1A5	24 HR	@	15.00	\$360.00	277.08	\$997.50	277.08	\$997.50	\$0.00	
1A6	8 HR	@	25.00	\$200.00	368.75	\$737.50	368.75	\$737.50	\$0.00	
1A7	300 HR	@	25.00	\$7,500.00	12.50	\$937.50	12.50	\$937.50	\$0.00	
1A8	8 HR	@	50.00	\$400.00	0.00	\$0.00	0.00	\$0.00	\$0.00	
1A9	200 HR	@	15.00	\$3,000.00	134.00	\$4,020.00	134.00	\$4,020.00	\$0.00	
1B1	100 HR	@	220.00	\$22,000.00	36.00	\$7,920.00	36.00	\$7,920.00	\$0.00	
1B2	100 HR	@	270.00	\$27,000.00	93.00	\$25,110.00	93.00	\$25,110.00	\$0.00	
1B3	24 HR	@	220.00	\$5,280.00	0.00	\$0.00	0.00	\$0.00	\$0.00	
1B4	24 HR	@	225.00	\$5,400.00	0.00	\$0.00	0.00	\$0.00	\$0.00	
1B5	575 HR	@	320.00	\$184,000.00	39.48	\$72,640.00	39.48	\$72,640.00	\$0.00	
1B6	24 HR	@	220.00	\$5,280.00	0.00	\$0.00	0.00	\$0.00	\$0.00	
1B7	24 HR	@	85.00	\$2,040.00	3,938.33	\$80,342.00	3,938.33	\$80,342.00	\$0.00	
1B8	24 HR	@	15.00	\$360.00	52.08	\$187.50	52.08	\$187.50	\$0.00	
1B9	325 HR	@	300.00	\$97,500.00	14.62	\$14,250.00	14.62	\$14,250.00	\$0.00	
2A1	24 HR	@	200.00	\$4,800.00	333.33	\$16,000.00	333.33	\$16,000.00	\$0.00	
2A2	24 HR	@	150.00	\$3,600.00	1,541.46	\$55,492.50	1,541.46	\$55,492.50	\$0.00	
2A3	24 HR	@	200.00	\$4,800.00	0.00	\$0.00	0.00	\$0.00	\$0.00	
2B1	3500 HR	@	475.00	\$1,662,500.00	111.50	\$1,853,663.75	111.50	\$1,853,663.75	\$0.00	
2C1	200 HR	@	350.00	\$70,000.00	2.50	\$1,750.00	2.50	\$1,750.00	\$0.00	
3A	250 LF	@	135.00	\$33,750.00	0.00	\$0.00	0.00	\$0.00	\$0.00	
3B	100 LF	@	150.00	\$15,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	
4A	15 EA	@	2,900.00	\$43,500.00	0.00	\$0.00	0.00	\$0.00	\$0.00	
4B	2 EA	@	3,400.00	\$6,800.00	0.00	\$0.00	0.00	\$0.00	\$0.00	
4C	300 LF	@	50.00	\$15,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	
5A1	50 CY	@	45.00	\$2,250.00	60.00	\$1,350.00	60.00	\$1,350.00	\$0.00	
5B1	5 CY	@	150.00	\$750.00	0.00	\$0.00	0.00	\$0.00	\$0.00	
5C1	300 SF	@	10.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	
6	1 N/A			\$25,000.00	1.30	\$324.50	1.30	\$324.50	\$0.00	
7	1 N/A			\$20,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	
NA										
NA										
NA										
NA										
NA										
NA										
NA										
NA										
				Sub-Total	\$2,273,670.00	95.45	\$2,170,300.25	95.45	\$2,170,300.25	\$0.00
				net invoice			\$2,061,798.69			
				Retention Held from Previous Payment				\$108,501.56		
				Previously Returned Retention				\$0.00		
				Retention (5%)				\$0.00		
									Amount Due This Estimate	\$108,501.56

I hereby certify that according to the above mentioned Contract, this is a just estimate of the work done and materials furnished under the Contract between September 1, 2019 and December 5, 2019, both inclusive, and the value thereof, being \$108,501.56 as required by Article 6.03 of the said Contract.

Prepared By: *[Signature]* 3/4/2020  
 Date  
 By: *[Signature]* 3/9/2020  
 Contractor Date  
*[Signature]* 3/10/2020  
 Distribution Engineer Date  
*[Signature]* 3-10-2020  
 Executive Engineer Date









**SOMPO INTERNATIONAL**

**INSURANCE**

January 14, 2020

Erie County Water Authority  
3030 Union Road  
Buffalo, NY 14227

RE: Russo Development, Inc  
Emergency Watermain Repair Contract  
September 1, 2017 through August 31, 2019  
ECWA Project No. 201700055

To Whom It May Concern:

Please be advised with reference to the above captioned project, in accordance with Article 5.01 of the General Conditions, modified by 5.01A of the Supplementary Conditions, which states the performance bond for this project will remain in full force and effect for two (2) years after final acceptance and the payment bond will remain in effect for one (1) year after the date of final acceptance

Should you require anything further, please let me know.

Sincerely,

Gary A. Cardinale,  
Attorney-In-Fact

*To all to Whom these Presents Shall Come,  
or may concern*

*Greeting: Know Ye, That*

Russo Development, Inc.

3710 Milestrip Road

Blasdell, New York 14219

NAME AND ADDRESS OF CORPORATION

*For and in consideration of the sum of*

*Two Million One Hundred Seventy Thousand Thirty and 25/100 dollars (\$ 2,170,030.25 ),*

*lawful money of the United States of America to its duly authorized officer in hand paid by the*

**Erie County Water Authority,**

*the receipt whereof is hereby acknowledged, has remised, released, and forever discharged, and by*

*these presents does for itself, its successors and assigns, remise, release and forever discharge the*

**said Erie County Water Authority,**

*heirs, executors, administrators, successors and assigns, of and from all, and all manner of action*

*and actions cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning,*

*bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances,*

*trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in*

*equity, which against the said:*

Russo Development, Inc.

(NAME OF CORPORATION)

*ever had, now has or which it or its successors or assigns, hereafter can, shall or may have for, upon*

*or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of*

*the date of these presents.*

*In Presence of*

*in witness Whereof, the*

RUSO DEVELOPMENT INC. has caused its

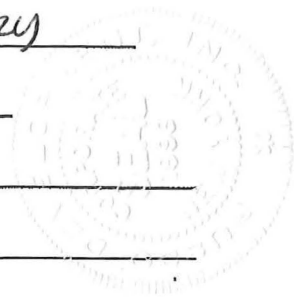
corporate seal to be hereunto affixed, and

these presents to be signed by its duly authorized

officer this 22ND day of JANUARY

Two Thousand and TWENTY

By JOSEPH L RUSSO JR



*State of New York )*

*County of Erie ss.*

           Of           )

On this 22ND day of JANUARY, Two Thousand and 20, before me personally came JOSEPH L RUSSO JR to

me personally known who, being by me duly sworn did depose and say that he/she resides in HAMBURG that he/she is

the PRESIDENT of RUSO DEVELOPMENT INC., the corporation

described in and which executed the above Instrument, that he/she knows the seal of said

corporation; that it was so affixed to said Instrument is such corporate seal; that it was so affixed by

order of the Board of Directors of said corporation, and he/she signed his/her name thereto by like

order.

ANNETTE M. DORSEY  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
REG. 01D06020033  
MY COMMISSION EXPIRES FEB. 22, 2023

Annette M. Dorsey  
2/22/23



Contractor's Affidavit of Payment of Debts and Claims

Document G706

TO OWNER: (Name and address)

Erie County Water Authority
3030 Union Rd.
Buffalo, NY 14227

ARCHITECT'S PROJECT NUMBER:

201700055

OWNER: [ ]

ARCHITECT: [ ]

PROJECT: (Name and address)

Erie County Water Authority
3030 Union Rd.
Buffalo, NY 14227

CONTRACT FOR:

Emergency Watermain Repair Contract
September 1, 2017 through August 31, 2019
ECWA Project No. 201700055

CONTRACTOR: [x]

SURETY: [ ]

CONTRACT DATED:

September 1, 2017

OTHER: [ ]

STATE OF: NY

COUNTY OF: Erie

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required.

Indicate Attachment: [x] yes [ ] no

The following supporting documents should be attached hereto if required by the Owner:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

CONTRACTOR: (Name and address)

Russo Development Inc.
3710 Milestrip Rd
Blasdell, NY 14219

BY:

(Signature of authorized representative)

Joseph L. Russo II

(Printed name and title)

Joseph L. Russo II, personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Date: 1/24/2020

Notary Public: Annette M. Dorsey

My Commission expires: 2/22/23

ANNETTE M. DORSEY
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
REG. 01DO6020033
MY COMMISSION EXPIRES FEB. 22, 2023

CAUTION: You should sign an Original Document, on which this text appears in RED. An Original Document assures that changes will not be obscured.

Document G706A

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)

Erie County Water Authority  
3030 Union Rd.  
Buffalo, NY 14227

ARCHITECT'S PROJECT NUMBER:

201700055

OWNER:

ARCHITECT:

TO OWNER: (Name and address)

Erie County Water Authority  
3030 Union Rd.  
Buffalo, NY 14227

CONTRACT FOR:

Emergency Watermain Repair Contract  
September 1, 2017 through August 31, 2019  
ECWA Project No. 201700055

CONTRACTOR:

SURETY:

CONTRACT DATED:

September 1, 2017

OTHER:

STATE OF: NY

COUNTY OF: Erie

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract references above.

EXCEPTIONS:

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 2. Separate Releases or Waivers of Liens from Subcontractors and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)  
Russo Development Inc.  
3710 Milestrip Rd  
Blasdell, NY 14219

BY:   
(Signature of authorized representative)

Joseph L. Russo II  
(Printed name and title)

Joseph L. Russo II, personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

ANNETTE M. DORSEY  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
REG. 01DO6020033  
MY COMMISSION EXPIRES FEB. 22, 2023

Date: 1/24/2020  
Notary Public: Annette M. Dorsey  
My Commission expires: 2/22/23

CAUTION: You should sign an Original Document, on which this text appears in RED. An Original Document assures that changes will not be obscured.



# AIA<sup>®</sup> Document G707<sup>™</sup> – 1994

## Consent Of Surety to Final Payment

Bond No.: SUR51001651

PROJECT: *(Name and address)*  
**Erie County Water Authority  
Emergency Watermain Repair  
Contract**

ARCHITECT'S PROJECT NUMBER: **Project No. 201700055**

OWNER:

CONTRACT FOR: **Construction**

ARCHITECT:

CONTRACTOR:

SURETY:

TO OWNER: *(Name and address)*  
**Erie County Water Authority  
295 Main Street  
Buffalo, NY 14203**

CONTRACT DATED: **7/27/2017**

OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

**Ironshore Indemnity Inc.  
240 Cedar Knolls Rd., Suite 308  
Cedar Knolls, NJ 07927**

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

**Russo Development, Inc.  
3710 Milestrip Rd.  
Blasdell, NY 14219**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety of any of its obligations to  
*(Insert name and address of Owner)*

**Erie County Water Authority  
295 Main Street  
Buffalo, NY 14203**

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **January 14, 2020**  
*(Insert in writing the month followed by the numeric date and year.)*

**Ironshore Indemnity Inc.**

*(Surety)*

  
*(Signature of authorized representative)*

**Tracy L. Carlile, Attorney In Fact**

*(Printed name and title)*

Attest:

  
(Seal): **Chikita Pinkerton**



POWER OF ATTORNEY

III- 51001651

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: Chris Dobbs, Jalene Brown, and Tracy L. Carlile its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22<sup>nd</sup> day of April, 2013 as follows:

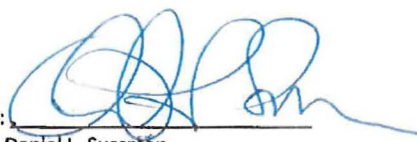
Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$7,500,000.00 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 7<sup>th</sup> day of August, 2013

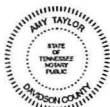
IRONSHORE INDEMNITY INC.



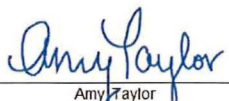
By:   
Daniel L. Sussman  
Director

ACKNOWLEDGEMENT

On this 7<sup>th</sup> Day of August, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity, Inc. , the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 07-08-19

BY:   
Amy Taylor  
Notary Public

CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., a Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 14<sup>th</sup> Day of January, 20 20



  
Paul S. Giordano  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

## STATEMENT OF COMPLIANCE (CERTIFICATION UNDER PENALTY OF PERJURY)

Date 09/25/2019 at Blasdell, NY

I, Joseph L. Russo II do certify under penalty of perjury:

1) That all of the information in this report is true and correct.

2) That I pay or supervise the payment of the persons employed by Russo Development, Inc. on the All Jobs \_\_\_\_\_, that during the payroll of 08/01/2019 to 08/31/2019 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency.

5) That:


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

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

b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:

c) EXCEPTIONS

EXCEPTION (Trade)	EXPLANATION
<p>Remarks  Company paid health insurance or health insurance reimbursements are deducted as fringe benefits</p>	
<p>Name and Title  Joseph L Russo II, President</p>	<p>Signature  </p>

**MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART D**

**FINAL CERTIFICATION OF EXPENDITURES TO MBE's**

(to be completed by the prime CONTRACTOR and submitted with the request for final payment)

CONTRACTOR: RUSSO DEVELOPMENT

CONTRACT: 17-14-08

MBE	TOTAL AMOUNT EXPENDED
MALLARD ENTERPRISES	\$420
US TRAFFIC CONTROL	\$1,214.30

TOTAL OF ALL MBE SUB-CONTRACTS \$ 1,634.30

AMOUNT OF CONTRACT 2,170,030.25

FINAL MBE PERCENTAGE >1%

I, STEVEN LEITEN, as an official representative of RUSSO DEVELOPMENT,

do hereby certify that the information listed above is correct and complete.

  
NAME

SR. PROJECT MANAGER  
TITLE

1/27/20  
DATE



## Jeff Sylvester

---

**From:** Steven Leitten < sleitten@russodev.com >  
**Sent:** Thursday, February 13, 2020 11:17 AM  
**To:** Jeff Sylvester  
**Subject:** Certified payroll for previous emergency contract

Jeff,

I have confirmed with my payroll dept that we did not have any additional payroll beyond what we have submitted for release of our retention.

Regards,

Steven Leitten, P.G.  
Sr. Project Manager  
**Russo Development, Inc.**  
3710 Milestrip Road  
Blasdell, New York 14219  
Phone - (716) 844-8745  
Fax - (716) 931-9071  
Cell - (716) 319-8362  
[www.russodevelopmentinc.com](http://www.russodevelopmentinc.com)

# Certified Payroll Report

Report Period: Payroll Total For All Jobs  
Payroll#: 8

**Company:** Russo Development, Inc.  
3710 Milestrip Road  
Blasdell NY 14219

**Project:** All Jobs

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Payroll Totals for All Reported Checks:

Taxable Wages:	74,035.81
Employee Fica/Medicare:	4,941.13
Federal Income Tax:	10,388.33
State Income Tax:	3,750.65
Disability Insurance:	
Other Deductions:	11,128.72
<b>Net Pay:</b>	<b>43,826.98</b>

## STATEMENT OF COMPLIANCE (CERTIFICATION UNDER PENALTY OF PERJURY)

Date 09/25/2019 at Blasdell, NY

I, Joseph L. Russo II do certify under penalty of perjury:

1) That all of the information in this report is true and correct.  
 2) That I pay or supervise the payment of the persons employed by Russo Development, Inc. on the ECWA Emergency Repair Contract, that during the payroll of 08/01/2019 to 08/31/2019 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency.

5) That:

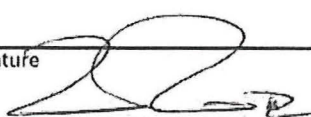
a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

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

b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:

c) EXCEPTIONS

EXCEPTION (Trade)	EXPLANATION
Remarks Company paid health insurance or health insurance reimbursements are deducted as fringe benefits	
Name and Title Joseph L Russo II, President	Signature 





*Site ready...earth friendly*

March 3, 2020

Erie County Water Authority  
3030 Union Road  
Buffalo, NY 14227

Attn: Lavonya Lester, Director of EEO  
Re: Emergency Watermain Repair  
Contract #201700055  
Final M/WBE Utilization

Dear Ms. Lester,

This letter is to address the final M/WBE Utilization Report Part D for the above referenced contract. As indicated in the report, Russo Development, Inc. (Russo) was not able to reach the original M/WBE goal due to the nature of this contract. The work under this contract was assigned on an as-needed basis determined by the unpredictable number and nature of water main breaks at any given time. As such, there were no pre-determined work schedules making it difficult to plan for and include M/WBE utilization. This project also had minimal material purchases by the contractor and very limited subcontracting opportunities. All materials are supplied by Erie County water Authority (ECWA). Russo self performs all specialty pipe repair work on this project that does not present viable subcontracting opportunities. Subcontracting traffic control is an area for potential M/WBE utilization, but ECWA generally elects to manage this work directly for financial and logistical reasons. There was not enough opportunity for additional M/WBE utilization based on the nature of the service contract, limited material purchases and ECWA directly contracting traffic control.

This, however, does not mean Russo is not actively looking to incorporate M/WBE utilization into our current ECWA Small Services Contract Area #1 (201900003) and our On-Call Repair Services Contract (201900083). We exclusively purchase materials for these contracts from a M/WBE supplier. We also utilize a minority traffic control contractor if traffic control is warranted on the job. Finally, we have developed a relationship with several M/BE trucking firms if additional trucking resources are needed.

Sincerely

A handwritten signature in black ink, appearing to read "Steven Leitten".

Steven Leitten  
Sr. Project Manager



## Jeff Sylvester

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**From:** Lavonya Lester  
**Sent:** Wednesday, March 4, 2020 11:00 AM  
**To:** Jeff Sylvester; Leonard F. Kowalski  
**Subject:** FW: 201700055 Final Pay App  
**Attachments:** 201700055 Final Pay App.pdf; Final MBEWBE Letter.pdf

All set with this. Please process.

Please include the MWBE letter provided advising why the goal was not met in your files.

Thanks  
Lavonya

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**From:** Jeff Sylvester  
**Sent:** Thursday, February 13, 2020 12:58 PM  
**To:** Lavonya Lester  
**Cc:** Leonard F. Kowalski  
**Subject:** 201700055 Final Pay App

Lavonya,

Please review the attached. We are looking to close out the contract.

Part D is on page 10, Russo's email reply is on page 11 regarding certified payroll.

They submitted all of the cert pay for the previous 24 invoices.

LMK if you want that as well.

Thanks

Jeffrey R Sylvester  
Distribution Engineer

Erie County Water Authority  
3030 Union Road  
Cheektowaga, NY 14227-1097  
T: 716.685.8266  
F: 716.684.3937  
[jsylvester@ecwa.org](mailto:jsylvester@ecwa.org)

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