

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

Contract: _____ **Project No.:** 202000165
Project Description: Furnish and Replace Roof and Siding at Various Pump Stations

Item Description:



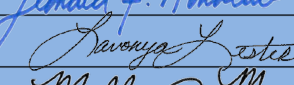

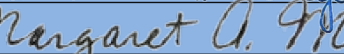


- | | | | |
|---|--|--|---------------------------------------|
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD | <input type="checkbox"/> NYSDOT Agreement | <input checked="" type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids | | |
| <input type="checkbox"/> Request for Proposals | | | |
| <input type="checkbox"/> Other _____ | | | |

Action Requested:

- | | |
|---|--|
| <input type="checkbox"/> Board Authorization to Execute | <input checked="" type="checkbox"/> Legal Approval |
| <input type="checkbox"/> Board Authorization to Award | <input type="checkbox"/> Execution by the Chairman |
| <input checked="" type="checkbox"/> Board Authorization to Advertise for Bids | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals | |
| <input type="checkbox"/> Other _____ | |

Approvals Needed:

APPROVED AS TO CONTENT:

| | | |
|--|--|------------------|
| <input checked="" type="checkbox"/> Sr. Production Engineer |  | Date: 1/27/2021 |
| <input checked="" type="checkbox"/> Chief Operating Officer |  | Date: 1/27/2021 |
| <input checked="" type="checkbox"/> Executive Engineer |  | Date: 01/26/2021 |
| <input checked="" type="checkbox"/> Director of Administration |  | Date: 1/26/2021 |
| <input checked="" type="checkbox"/> Risk Manager |  | Date: 01/26/2021 |
| <input checked="" type="checkbox"/> Chief Financial Officer |  | Date: 01/26/2021 |
| <input checked="" type="checkbox"/> Legal |  | Date: 01/26/2021 |

APPROVED FOR BOARD RESOLUTION:

| | | |
|--|--|---------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: 1/27/21 |
|--|--|---------------|

Remarks: _____

Resolution Date: _____ **Item No:** _____



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

January 26, 2021

To: Terrence D. McCracken, Secretary to the Authority

From: Clayton J. Johnson, Production Engineer *CJJ*

Subject: Furnish and Replace Roof and Siding at Various Pump Stations
ECWA Project No. 202000165

Ten of ECWA's pump station roofs are nearing the end of their useful life and require replacement. New roofs will be provided for the following pump stations: William, Jewett-Holmwood, Clark Street, Harris Hill, Lakeview (including siding), Marilla, Emery, and Horner Pump Stations. The above referenced contract will allow a contractor to furnish and install the new roofs.

The Chestnut Ridge and Gartman Pump Station roofs are being bid as supplemental bids. The Authority will include or exclude these supplemental bids in the total bid tabulations, as dictated by the budget limitations established for this project.

This contract was originally bid in 2020. Due to only receiving two bids and high costs received from the 2020 bids, the bids were rejected. It was decided to rebid the contract in 2021 to allow for more competitive bids.

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.
- One (1) set of Contract Documents.

Budget Information:

Unit: 1020 Control Operations

Capital Budget Item No. 101582 Pump Station Roof Replacements

CJJ:jmf

Attachments

cc: R.Stoll

M.Wymer

L.Lester

CHTN-706-1901-I-186

Invitation to Bid

**Furnish and Replace Roof and Siding
At Various Pump Stations**

Project No. 202000165

February 2021

Erie County Water Authority

3030 Union Road

Cheektowaga, New York 14227





Erie County Water Authority

3030 Union Road • Cheektowaga, New York 14227-1097
716-684-1510 • FAX 716-684-3937

INVITATION TO BID

BID DESCRIPTION: FURNISH AND REPLACE ROOF AND SIDING AT VARIOUS PUMP STATIONS

PROJECT No.: 202000165

OPENING DATE: ?

TIME: 11:00 am

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If an APPENDIX document does not have an X on the line preceding it, then the APPENDIX document will not be a contract requirement.

ERIE COUNTY WATER AUTHORITY
3030 UNION ROAD
CHEEKTOWAGA, NEW YORK 14227

FURNISH AND REPLACE ROOF AND SIDING AT VARIOUS PUMP STATIONS

PROJECT NO: 202000165

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids for the furnishing of all labor, plant, tools, equipment and specified materials or services **for furnishing and replacing roof and siding at various pump stations.**

Bids must be received by the Erie County Water Authority no later than **11:00 a.m.** prevailing time, on **Tuesday, ? 2021** at the Service Center Front Desk, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227.

All bid openings are recorded and posted on the ECWA website, along with the bids results.

When permitted, members of the public may be present to observe the bid opening. All attendees must bring a government-issued photo identification (driver's license preferred) and check-in with the Authority's receptionist before being allowed entry to the bid opening.

Whenever the Erie County Water Authority is operating under a Declaration of Emergency due to a pandemic or other general state of emergencies, members of the public may be precluded from being present at such bid opening.

ANYONE ENTERING THE SERVICE CENTER OR OTHER AUTHORITY FACILITIES IS SUBJECT TO SUCH RESTRICTIONS OR LIMITATIONS IN PLACE AT THE TIME OF ENTRY.

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or delivered shall be directed to the "SERVICE CENTER FRONT DESK" at the address listed above in a sealed envelope "BID ENCLOSED-ECWA PN 202000165 FURNISH AND REPLACE ROOF AND SIDING AT VARIOUS PUMP STATIONS."

Beginning at **9:00 a.m., on ?, 2021**, Project Manuals and accompanying drawings, if applicable, may be obtained by writing the Service Center Front Desk at the above address or calling 716-684-1510, between the hours of 9:00 a.m. and 4:00 p.m. Contract Documents will be mailed to prospective bidders wishing to obtain a set upon receipt of prospective bidder's charge number for UPS or FedEx. The mailing date will be considered the bidder's date of receipt. Partial sets of documents will not be available.

Each bid shall be accompanied by a certified check or bid bond in the amount of five percent (5%) of the amount of the bid.

In accordance with State Finance Law §§139-j and 139-k, all questions about meaning or intent of the bidding documents shall be submitted to the designated contact person in writing. The designated contact is Brenden Stoll, Engineering Draftswoman, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227, telephone 716-685-8523.

The Erie County Water Authority reserves the right to reject any and all bids or to accept any bid deemed to be for the best interest of the Water Authority even though the proposal chosen may result in the award of the contract to a bidder whose bid is not mathematically lowest.

ERIE COUNTY WATER AUTHORITY

TERRENCE D. McCRACKEN
Secretary to the Authority

INSTRUCTIONS TO BIDDERS

1. BID SHALL BE SUBMITTED ON THESE ERIE COUNTY WATER AUTHORITY (the "Authority") BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received at the Authority after the date and time prescribed will not be considered for contract award.
3. ADDENDA. All questions about the meaning or intent of the Bidding Documents shall be submitted to the Authority in writing and received by the Authority at least ten (10) days prior to the date for the opening of Bids. Interpretations, clarifications, and/or supplemental instructions considered necessary by the Authority in response to such questions will be issued by Addenda. Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by the Authority. All Addenda will be mailed by either Registered or Certified mail, with return receipt requested to all parties recorded by the Authority as having received the Bidding Documents, for receipt not later than three (3) days prior to the date for the opening of Bids. Failure of any Bidder to receive any such Addendum shall not relieve any bidder from any obligation of the bid submitted. All Addenda so issued shall become part of the Contract Documents. All Addenda must be submitted with the bid proposal and be properly signed by the Bidder. Only questions answered by Addenda will be binding. The Authority will not be responsible for any other explanations or interpretation of such documents which anyone presumes to make on behalf of the Authority before expiration of the time set for the receipt of Bids. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Oral and other interpretations or clarifications will be without legal effect.
4. EMERGENCY CLOSINGS. In the event of an emergency closing of certain Authority facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Secretary to the Authority's control, only bids received prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
5. ANY CHANGE IN WORDING OR INTERLINEATION OF THE ADVERTISEMENT AS PUBLISHED BY THE AUTHORITY shall be reason to reject the proposals in the event that such change in the Advertisement to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than are provided for in the proposal form, escalation clauses or irregularities of any kind.
6. THE AUTHORITY, IN THE BEST INTERESTS OF THE PUBLIC, RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids as may be provided in the bid specifications, and to waive any informalities in bids. The Authority does not obligate itself to accept the lowest or any other proposal, and reserves the right to re-bid.

7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. An EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid. See, § 7 of the Proposed Contract Documents
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the Authority to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE AUTHORITY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE AUTHORITY. Bids shall not include any State or local excise, sales, transportation or other tax, unless State law specifically levies such tax on purchases made by a public benefit corporation created by the State of New York. The Authority Purchase Order is an exemption certificate. Any applicable taxes from which the Authority is not exempt shall be listed separately as cost elements and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to Bidder's performance under this contract.
14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The Authority may terminate contracts or purchase orders, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of the contract or purchase order. The Authority may also terminate a contract or purchase order if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the contract or purchase order. In the event that it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the contract or purchase order and/or exercise any other remedy available to it under existing law.
15. ANY CASH DISCOUNT which is part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Authority policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Authority will take the discount when payment is made. The Authority will not pay any interest charges nor refund discount amounts taken after the discount period. If this procedure is unsatisfactory, please quote net.

16. ANY ADDITIONAL INFORMATION which bidder desires to add to the bid shall be written on a separate sheet of paper attached to and submitted with the formal sealed bid to be read at the formal opening.
17. WARRANTY: Notwithstanding anything to the contrary herein contained, BIDDER agrees that the warranties as prescribed by the Laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the Laws of the State of New York. The obligations of BIDDER herein are independent of any other obligations.
18. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45-day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice upon the Secretary to the Authority of his intention to do so.
19. PRICES CHARGED TO THE ERIE COUNTY WATER AUTHORITY are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
20. PRICE IS FIRM. The unit prices bid shall remain firm and any other charges bid shall also remain firm for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
21. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the Authority requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the Authority. All extensions shall be submitted in writing and shall have prior approval by the Secretary to the Authority.
22. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Authority will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
23. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid or any contract or purchase order entered into pursuant to this bid, and agrees that he or its officers will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

BID SPECIFICATIONS

SECTION 1 - SHOP DRAWING SUBMITTAL AND CORRESPONDENCE PROCEDURE

1.01 GENERAL

- A. The submittal of Shop Drawings shall conform to requirements of General Conditions and procedures described in this Section, unless waived by the AUTHORITY.

1.02 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Submittals of Shop Drawings shall be made to the AUTHORITY at the address listed below:

Clayton J. Johnson, PE, Production Engineer
Erie County Water Authority
3030 Union Road
Buffalo, New York 14227
cjohnson@ecwa.org

- B. Letter of Transmittal for Submittals:

1. Provide separate letter of transmittal with each submittal. Each submittal shall be for one Specification Section.
2. At the beginning of each letter of transmittal and each letter of inquiry, provide a reference heading indicating the following:
 - a. ERIE COUNTY WATER AUTHORITY
 - b. Project Name: Furnish and Replace Roof and Siding at Various Pump Stations
 - c. Project No.: 202000165
 - d. Contract No.: _____
 - e. Transmittal No.: _____
 - f. Section No.: _____
3. For submittals with proposed deviations from requirements of the Contract Documents, the letter of transmittal shall specifically describe each proposed variation.

- C. All Shop Drawings submitted shall bear CONTRACTOR's stamp of approval and signature, as evidence that submittal has been reviewed by CONTRACTOR and verified as complete and in accordance with the Contract Documents. Submittals without this CONTRACTOR's stamp of approval will not be reviewed by the AUTHORITY and will be returned to the CONTRACTOR.

1. CONTRACTOR's stamp shall contain the following:

Project Name: _____

Project No.: _____

Contractor's Name: _____

Date: _____

Item/Submittal Title: _____

Specification Section: _____

Submittal No. and Review Cycle: _____

I hereby certify that the shop drawing has satisfied Contractor's obligations under the Contract Documents relative to Contractor's review and approval of this submittal.

Approved By (for CONTRACTOR): _____

- D. The CONTRACTOR shall initially submit to the AUTHORITY a full electronic submittal file. Initial submittal does not require paper copy, only final approved submittal shall be provided with two (2) full paper copies, along with the electronic final copy.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name of firm or entity that prepared submittal.
 - d. Names of subcontractor, manufacturer, and/or supplier.
 - e. Indication of full or partial submittal.
 - f. Transmittal number numbered consecutively.
 - g. Remarks.
- F. Processing Time: Allow time for submittal review, including time for resubmittals, as follows.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The AUTHORITY will advise CONTRACTOR when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.

1.03 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 1. Submit electronic submittals via email as PDF electronic files.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- F. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

1.04 AUTHORITY REVIEW

- A. Submittals not required in the Contract Documents will not be reviewed by the AUTHORITY and will not be recorded in the AUTHORITY's submittal log. All hardcopies of such submittals will be returned to CONTRACTOR.
- B. Submittals, Results of the AUTHORITY's Review: Each submittal will be given one of the following dispositions:
 - 1. Approved: Upon return of submittal marked "Approved", order, ship, or fabricate materials and equipment included in the submittal (pending the AUTHORITY's approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents.

2. Approved as Corrected: Upon return of submittal marked “Approved as Corrected”, order, ship, or fabricate materials and equipment included in the submittal (pending the AUTHORITY’s approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, provided it is in accordance with corrections indicated.
3. Approved as Corrected – Resubmit: Upon return of submittal marked “Approved as Corrected – Resubmit”, order, ship, or fabricate materials and equipment included in the submittal (pending the AUTHORITY’s approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, provided it is in accordance with corrections indicated. Provide to the record re-submittal with all corrections made. Receipt of corrected re-submittal is required before materials or equipment covered in the submittal will be eligible for payment.
4. Revise and Resubmit: Upon return of submittal marked “Revise and Resubmit”, make the corrections indicated and re-submit to the AUTHORITY for approval.
5. Not Approved: This disposition indicates material or equipment that cannot be approved. Upon return of submittal marked “Not Approved”, repeat initial submittal procedure utilizing approvable material or equipment.

SECTION 2 – RETROFIT ROOFING SYSTEMS

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope:

1. CONTRACTOR agrees to furnish all labor, material, tools, equipment and services for the retrofit roof system as indicated, in accord with the provisions of the contract documents. The metal roof panel system manufacturer will provide all components required for a complete single-supplier system including purlins, trim/flashings, fascias, ridge, closures, ridge vent, sealants, fillers and any other required items as specified in related sections.
2. CONTRACTOR agrees to provide factory-formed metal roof and wall panels, including fascia, soffit, and liner panels and includes:
 - a. Factory-formed panels in vertical installation
 - b. Factory-formed panels in horizontal installation
 - c. Metal flashings and trim
 - d. Fascia, as needed

1.02 QUALITY ASSURANCE

A. Manufacturer's Qualifications:

1. CONTRACTOR of the retrofit framing system shall be experienced in installing metal roof systems of similar size and scope to this project for a minimum of five (5) years.
2. Manufacturer of the retrofit framing system shall be experienced in fabricating complete single-supplier metal roof systems of similar size and scope to this project for a minimum of five (5) years.

B. Installing Contractor Qualifications

1. Installer shall be experienced in installation of structural light-gage retrofit framing and metal roof panel systems for a minimum of two (2) years and shall be a factory-authorized installer of the manufacturer trained in the installation of the retrofit framing system specified.

C. Installation Quality Control

1. The metal roof panel system manufacturer shall conduct inspections of the retrofit framing system prior to metal roof panel installation to ensure straightness and proper alignment to minimize oil-canning and to confirm the system components have been installed in accordance with the installation documents.

1.03 REFERENCES

A. Standards referenced in this Section are listed below

1. American Institute of Steel Construction (AISC)
 - a. AISC - Specification for Structural Steel for Buildings
 - b. American Iron and Steel Institute (AISI)
2. American Society of Civil Engineers (ASCE)
 - a. ASCE-7 - Minimum Design Loads for Buildings and other Structures
3. American Society for Testing and Materials (ASTM) (As Applicable)
 - a. ASTM A 36/A 36M - Structural Steel
 - b. ASTM A 307 - Steel Bolts and Studs
 - c. ASTM A 446 - Steel Sheet, Zinc Coated (Galvanized) By The Hot-Dip Process
 - d. ASTM A 525/A 525M - Steel Sheet, Zinc-Coated by the Hot-Dip Method
 - e. ASTM A 529/A 529M - Structural Steel with 42 KSI Minimum Yield Point
 - f. ASTM A 1101 - Steel Sheet and Strip, Carbon, Hot-Rolled
 - g. ASTM A 653/A 653M - Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy - Coated (Galvannealed) By Hot-Dip Method
 - h. ASTM E 1514 -Structural Standing Seam Steel Roof Panel Systems.
 - i. ASTM E 1592 - Structural Performance Test for Metal Panel and Siding Systems by Uniform Static Air Pressure Difference
 - j. ASTM A792 - Specification for Galvalume Coated Steel
4. Metal Building Manufacturers Association
 - a. MBMA - Metal Building Systems Design Practices Manual

5. Factory Mutual
 - a. FM-4471 - Wind Uplift Test for Metal Roof Panel Systems
6. American Welding Society
7. AWS D1.1 Structural Welding Code – Steel
8. AWS D1.3 Structural Welding Code - Steel Sheet
- B. Steel Structures Painting Council
 1. SSPC- SP10 - Steel Structures Painting Manual
- C. Underwriters Laboratories, Inc. (UL)
 1. UL 580 - Tests for Uplift Resistance of Roof Assemblies
- D. American Society Of Heating, Refrigerating And Air-Conditioning Engineers (ASHRAE)
 1. ANSI/ASHRAE Standard 90.1, Energy Standard for Buildings

1.04 SUBMITTALS

- A. Action Submittals: CONTRACTOR agrees to submit the following:
 1. Product Data
 - a. The following shall be submitted by the retrofit framing system manufacturer for approval in a timely manner after award of contract.
 - b. Detail drawings shall consist of catalog cuts, design and installation drawings and other data necessary to clearly describe design, materials, gages, sizes, layouts, construction details, fasteners and erection.
 - c. Manufacturer's product literature for retrofit roofing system components including purlins and supports, and clips.
 - d. A minimum of six (6) project references of similar use and size listing the owner, location, scope and name of project as provided by the manufacturer.
 - e. Obtain approval of all submittals prior to fabrication and installation.
 2. Guarantee.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Materials shall be delivered to the site in a dry and undamaged condition and stored out of contact with the ground. Materials shall be covered with weathertight coverings and kept dry.
- B. CONTRACTOR agrees to deliver materials, required for each pump station, to each pump station location:
 1. William Pump Station
 - a. End of South Penora Street, Depew, NY 14043
 2. Jewett-Holmwood Pump Station
 - a. 7275 Jewett-Holmwood Rd., Orchard Park, New York
 3. Clark Street Pump Station
 - a. 4907 Clark St., Hamburg, NY 14075

4. Harris Hill Pump Station
 - a. 8660 Main St., Williamsville, NY 14221
5. Lakeview Pump Station
 - a. 6549 Schultz Rd., Lake View, NY 14085
6. Marilla Pump Station
 - a. 11633 Clinton Street, Alden, NY 14004
7. Emery Pump Station
 - a. 1797 Center St., East Aurora, NY 14052
8. Horner Pump Station
 - a. 3815 California Rd., Orchard Park 14127
9. Chestnut Ridge Pump Station
 - a. Off of Chestnut Ridge Rd., adjacent to Chestnut Ridge Park, Orchard Park, NY 14127
10. Gartman Pump Station
 - a. Adjacent to 6831 Gartman Rd., Orchard Park, NY 14127

C. All roofing systems shall be installed prior to September 1, 2021.

D. Project shall be closed out prior to December 31, 2021.

1.06 WARRANTY

- A. The roofing systems shall be guaranteed to be free from defects in materials for a period of twenty years and workmanship for a period of two years, from the date the materials are installed.

1.07 EXISTING ROOF SYSTEM AND TESTING

- A. The CONTRACTOR shall obtain field measurements and forward them to the retrofit system manufacturer for coordination and integration into the installation documents and submittals. This shall be done prior to commencing any engineering and design work and before fabrication of any materials.
- B. All pump stations, except the Lakeview Pump Station, have shingled roofs with wood trusses.
- C. The Lakeview Pump Station has an existing metal roof and siding that shall be replaced.

1.08 DESIGN REQUIREMENTS

- A. General
- B. Wind Load Design
 1. The assembly shall withstand a wind load of 140 miles per hour (MPH) velocity as required by the code.

PART 2 PRODUCTS

2.01 APPROVED MANUFACTURERS

- A. The retrofit framing and metal roof panel system as specified in this section shall be as manufactured by the following or a prior approved equal with all roof panel, framing components and accessories from a single source manufacturer:
1. McElroy Metal, Inc.
 2. Union Corrugating Company
 3. Or AUTHORITY approved equal

2.03 MATERIALS AND MANUFACTURED UNITS

A. Metal Panels

1. Profile: Major longitudinal ribs 3/4" (45 mm) deep, spaced 9" (229 mm) on center; minor longitudinal ribs centered between major ribs.
2. Size: 36" (914 mm) cover width, lengths as required.
3. Material: Galvalume steel sheet conforming to ASTM A792, AZ55 coating for bare; AZ50 coating for painted; 26 gauge sheet thickness.
4. Finish: Siliconized polyester color coat applied to sight-exposed face of sheet after pretreatment and priming in accordance with coating manufacturer's recommendations.
5. Finish: Polyvinylidene fluoride color coat, minimum 70% polyvinylidene fluoride resin content, applied to sight-exposed face of sheet after pretreatment and priming in accordance with coating manufacturer's recommendations.
 - i. Color: Shall be selected by the AUTHORITY during shop drawing review. The AUTHORITY will select color from Manufacturer's standard colors.

B. Trim

1. Manufacturer's standard sheet metal matching panel material and finish, break-formed to profiles including, but not limited to:
 - i. Gutters and downspouts
 - ii. Termination and transition strips
 - iii. Eaves
 - iv. Ridgecaps/Ridge vent
 - v. Drip edge/Rake edge
 - vi. J-Channel
 - vii. Rail Snow Guard
 - viii. Ridge Vent Screen
2. CONTRACTOR shall provide all materials required to provide a fully functioning roofing system.
3. Color: Match panel finish as selected by the AUTHORITY during shop drawing review.

C. Clips and Fasteners: Supply items required for installation of panels in accordance with manufacturer's installation instructions and other indicated items; supply stainless steel clips and fasteners.

D. Purlins

1. CONTRACTOR shall use Tulip Popper or Pine.

2.04 MISCELLANEOUS PRODUCTS

2.05 ROOFTOP EQUIPMENT

A. Flexible pipe flashing shall be the metal roof system manufacturer's standard product of a configuration to seal around circular pipe penetrations and prevent intrusion of water through the metal roofing membrane. Flexible pipe flashing shall consist of a flexible ring of EPDM or other suitable material bonded to a malleable steel draw-ring which when fastened to the roofing membrane will weatherproof the penetration.

1. Roofing System Installer shall install in accordance with the manufacturer's instructions.

2.06 ROOF LOCATIONS AND DIMENSIONS

A. Table 1 gives the location and dimensions of each roof replacement.

Table 1. Roof Dimensions

| Location | Peak to Eave Length (ft.) | Roof Length per Side (ft.) |
|---|----------------------------------|-----------------------------------|
| William Street Pump Station | 27 | 68 |
| Jewett-Holmwood Pump Station | 21 | 58 |
| Clark Street Pump Station | 22 | 56 |
| Harris Hill Pump Station | 27 | 68 |
| Lakeview Pump Station | 8 | 21 |
| Marilla Pump Station | 14 | 26 |
| Emery Pump Station | 14 | 30 |
| Horner Pump Station | 17 | 48 |
| Chestnut Ridge Pump Station ⁽¹⁾⁽²⁾ | 19 | 36 |
| Gartman Pump Station ⁽¹⁾⁽²⁾ | 19 | 36 |

⁽¹⁾100 ft² Dormer on front of pump station to include roof replacement

⁽²⁾The Authority is seeking supplemental bids to replace the roofs at Chestnut Ridge Pump Station and/or Gartman Pump Station. The Authority will include or exclude these supplemental bids in the total bid tabulations, as dictated by the budget limitations established for this project.

2.07 SIDING INSULATION – Lakeview Pump Station Only

A. Table 2 gives the wall dimensions of the Lakeview Pump Station.

Table 2. Lakeview Pump Station Wall Dimensions

| Location | No. of Walls | Wall Height (ft.) | Wall Length per Side(ft.) |
|-----------------------|---------------------|--------------------------|----------------------------------|
| Lakeview Pump Station | 2 | 14 | 13 |
| | 2 | 21 ⁽¹⁾ | 10 |

⁽¹⁾Height is from bottom of building to peak of roof.

B. CONTRACTOR shall remove and replace metal siding and insulation within the building walls at Lakeview Pump Station. All effort associated with this work shall be included under Bid Item No. 5b. Insulation shall be per the New York State Building Code (latest revision).

PART 3 EXECUTION

3.01 ROOF REPLACEMENT

- A. For all roofs except the Lakeview Pump Station, CONTRACTOR shall install replacement metal roof over existing shingled roofs as per roofing manufacturer's instructions.
- B. For Lakeview Pump Station Roof, CONTRACTOR shall remove existing metal roof and install replacement metal roof as per roofing manufacturer's instructions.

3.02 EXTENSION OF EXISTING COMPONENTS

- A. Extension of Electrical Service: When power vents are removed and reinstalled on curbs on the new metal roof panel system, the contractor shall extend the electrical service as required to render the power vent operational. Extensions shall be made with like gage and type wire. If the original service is run in conduit, conduit shall be installed on the extension. Junction boxes shall be provided at splices in wire or conduits. Junction boxes and conduit shall be secured to the steel framing structure. All work shall be accomplished to comply with the local electrical code. The AUTHORITY will address any electrical service extensions.
- B. Extension of Existing Plumbing Vents: During the installation of the specified metal roof panel system, the extension and flashing of existing plumbing vents will be required. The CONTRACTOR shall extend existing plumbing vents through the metal roof panels, as required and provide flexible vent pipe flashings at the roof panel penetration. Plumbing vent extensions shall be made with material of like composition of the plumbing vent being extended, and shall be securely braced within the attic space to ensure continued service of the vent. As often as possible, when extending plumbing vents, the CONTRACTOR shall ensure that the roof penetration is located between the side seams of the metal roof panels

such that the malleable ring on the flexible vent pipe flashing will lay flat against the roof panel around its entire circumference. The CONTRACTOR shall install elbow fittings to horizontally displace the pipe if necessary. The metal roof panel system manufacturer must approve plumbing vents that do not fall between side seams.

- C. Extension of Existing Hot Flue Stacks: During the installation of the specified metal roof panel system, the extension and flashing of existing hot flue stacks will be required. The CONTRACTOR shall extend existing hot flue stacks through the metal roof panels, as required and provide flashings at the roof panel's penetration. Flashings shall be flexible vent stack type or rooftop equipment curb type depending on the size of the existing stack. Hot flue stack extensions shall be of double wall construction made with material of like composition of the hot flue stack being extended, and shall be securely braced within the attic space to ensure continued service of the vent. Hot flue stacks shall be extended to be 3 feet higher than the elevation of any roof within a 10-foot radius of the hot flue stack penetration.
- D. Extension of Existing Ductwork: When existing gravity vents, power vents, gooseneck fresh air make-up, and other vents are installed on curbs on the new metal roof panel system, the extension of vent ductwork will be required. The CONTRACTOR shall extend existing ductwork through the metal roof panel system, as required to ensure the continued service of the vent. Ductwork shall be securely attached to new rooftop equipment curb and joints shall be sealed tight to provide a leak-proof assembly. Ductwork extensions shall be made with material of like composition and gage of the ductwork being extended.

3.03 REINSTALLATION OF EXISTING COMPONENTS

- A. Reinstallation of Existing Vents: During the installation of the specified metal roof panel system, the removal and reinstallation of existing power vents, gravity vents, and gooseneck vents shall be required. The CONTRACTOR shall remove and reinstall vents indicated to extend through the metal roof panel system. The contractor shall have the responsibility to remove such vents without damage, and reinstall the vents on new rooftop equipment curbs. Vents shall be securely fastened to the equipment curb to prevent displacement and to provide a weathertight installation. In the case of power vents, the electrical service shall be extended to ensure continued service of the vent.

3.04 CLEAN UP

- A. The CONTRACTOR shall protect installed products from damage by subsequent construction activities until final acceptance. The contractor shall collect and dispose of all framing system cuttings and debris including unused anchors, framing fasteners, sealant and associated material from the jobsite.

END OF BID SPECIFICATIONS

BID DOCUMENTS AND PROPOSAL

**BID DESCRIPTION: FURNISH AND REPLACE ROOF AND SIDING
AT VARIOUS PUMP STATIONS**

PROJECT No.: 202000165

OPENING DATE: **INSERT**

TIME: 11:00 a.m.

NAME OF BIDDER: _____

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

NAME: _____

TITLE _____

SUBMISSION DATE: _____

ADDRESS: _____

PHONE: _____

PERSON EMPLOYED BY THE BIDDER, WHO WILL BE RESPONSIBLE FOR OBTAINING
BONDS AND/OR INSURANCE COVERAGE

NAME: _____

TITLE _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

BID ITEMS & BID SHEET**BID DESCRIPTION: FURNISH AND REPLACE ROOF AND SIDING AT VARIOUS PUMP STATIONS**

PROJECT No.: 202000165

Ship to: ERIE COUNTY WATER AUTHORITY
Service Center
Attention: Clayton Johnson, PE Production Engineer
Address: 3030 Union Road, Buffalo, New York 14227

1. All roofing systems shall be installed prior to September 1, 2021.
2. Project shall be closed out prior to December 31, 2021.

BASE BID

| Item No. | Quantity | U/M | Description | Lump Sum Price |
|-----------------------------|----------|-----|---------------------------------------|----------------|
| 1 | 1 | LS | Roof for William Street Pump Station | |
| 2 | 1 | LS | Roof for Jewett-Holmwood Pump Station | |
| 3 | 1 | LS | Roof for Clark Street Pump Station | |
| 4 | 1 | LS | Roof for Harris Hill Pump Station | |
| 5a | 1 | LS | Roof for Lakeview Pump Station | |
| 5b | 1 | LS | Siding for Lakeview Pump Station | |
| 6 | 1 | LS | Roof for Marilla Pump Station | |
| 7 | 1 | LS | Roof for Emery Pump Station | |
| 8 | 1 | LS | Roof for Horner Pump Station | |
| TOTAL NET BASE BID = | | | | |

SUPPLEMENTAL BID

| Item No. | Quantity | U/M | Description | Lump Sum Price |
|-------------------------------------|-----------------|------------|--------------------------------------|-----------------------|
| 9 | 1 | LS | Roof for Chestnut Ridge Pump Station | |
| 10 | 1 | LS | Roof for Gartman Pump Station | |
| TOTAL NET SUPPLEMENTAL BID = | | | | |

NOTE: The Authority is seeking supplemental bids to replace the roofs at Chestnut Ridge Pump Station and/or Gartman Pump Station. The Authority will include or exclude these supplemental bids in the total bid tabulations, as dictated by the budget limitations established for this project. Bid results are available on the Erie County Water Authority website, www.ecwa.org (under Doing Business tab, select option Business Opportunities). No bid results will be given over the telephone.

The Bidder agrees to supply all material/equipment/labor above-described at the above-quoted price and in accordance with all applicable Bid Specifications.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

INFORMATION REQUIRED FROM BIDDERS
AT TIME OF CANVASS OF BIDS

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE: STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE: STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

| | |
|--|--|
| | |
| | |
| | |

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: _____

Social Security Number: _____

INFORMATION REQUIRED FROM BIDDERS
REGARDING PROPOSED CONTRACT DOCUMENTS

Question 1:

The BIDDER represents that it has reviewed the Proposed Contract Documents beginning at page 45.

CHECK ONE:

- ☐ YES, BIDDER has reviewed the Proposed Contract Documents.
- ☐ NO, BIDDER has not reviewed the Proposed Contract Documents.

Failure to review the Proposed Contract Documents will result in the BIDDER being deemed NONRESPONSIVE by the Authority and therefore, ineligible to be awarded the Contract.

Question 2:

The BIDDER accepts the terms of the Proposed Contract Documents as drafted and agrees to execute the Contract as drafted if awarded the Bid.

CHECK ONE:

- ☐ YES, BIDDER accepts the Proposed Contract Documents.
- ☐ NO, BIDDER proposes the following amendment(s) to the Proposed Contract Documents:

*Insert Additional Page(s) if necessary.

Question 3:

Is the proposed Amendment a Condition of the Bid Proposal? If the Authority rejects the proposed Amendment would the Bidder withdraw its Bid?

CHECK ONE:

☐ YES, the Amendment is a Condition of the Bid Proposal.

IF the Amendment is a Condition of the Bid Proposal and the Authority rejects the Amendment, the Authority will deem the Bid withdrawn and will proceed to award the Bid to the next lowest, responsible bidder.

☐ NO, the BIDDER would like to negotiate the terms of the Amendment prior to the execution of the Contract.

Please answer Question 3 for each proposed Amendment to the Proposed Contract Documents and insert additional pages if necessary, to provide such answers.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

BID SECURITY FORM

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER:

Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

BID

BID DUE DATE: _____

PROJECT: FURNISH AND REPLACE ROOF AND SIDING AT VARIOUS PUMP STATIONS

Project No: 202000165

BOND

BOND NUMBER: _____

DATE: (Not later than Bid due date): _____

PENAL SUM: _____

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)

Bidder's Name and Corporate Seal

_____(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title

Attest: _____

APPENDIX A

1.01 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2.01 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3.01 This obligation shall be null and void if:

- A. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
- B. All Bids are rejected by OWNER, or
- C. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5.01 hereof).

4.01 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.01 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6.01 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4.01 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7.01 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.01 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.01 Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10.01 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.01 The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

END OF BID BOND

NON-COLLUSIVE BIDDING CERTIFICATION

as mandated by Public Authority Law § 2878

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law § 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this _____ day _____, 20____

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE No. _____

FORMS A, B, and C**STATE FINANCE LAW REQUIREMENTS**

The Erie County Water Authority (the “Authority”) is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority’s designated contact for such purposes set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139–j and 139–k of the New York State Finance Law and the Erie County Water Authority’s Procurement Disclosure Policy.

The following forms will be used by the Authority to make such findings:

Form A - Offerer’s Affirmation of Understanding of, and Agreement to Comply with, the Authority’s Permissible Contact Requirement During the Restricted Period.

Form B - Offerer’s Certification of Compliance with State Finance Law.

Form C - Offerer’s Disclosure of Prior Non-Responsibility Determinations.

FORM A**Offerer's Affirmation of Understanding of, and Agreement to Comply
with, the Permissible Contact Requirements During the Restricted Period****Instructions:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

FORM B**Offerer's Certification of Compliance
With State Finance Law §139-k(5)****Instructions:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:

I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

FORM C**Offerer's Disclosure of Prior
Non-Responsibility Determinations****Background:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §§139-j(1) and §139-k(1). These sections also set forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

The Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Authority no later than when the Offerer submits its proposal.

FORM C (Continued)**Offerer's Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
- No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
- No Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to the Erie County Water Authority with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____ Date: _____

Signature

Name: _____

Title: _____

Contract Termination Provision**Instructions:**

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139–k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139–k and 139–j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. “Government Entity” and “procurement contract” are defined in State Finance Law §§ 139 j(1) and 139–k(l).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139–k(5), the Erie County Water Authority (the “Authority”), as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

The Erie County Water Authority (the “Authority”), as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139–k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

SECTION 139-L OF THE STATE FINANCE LAW
STATEMENT RELATING TO SEXUAL HARASSMENT POLICY

1. "Bidder" has the same meaning as the term, "Offerer," as that term is defined in State Finance Law § 139-k(1)(h), and includes anyone who submits a bid or proposal.
2. Every proposal or bid hereafter made and submitted to the Erie County Water Authority, where competitive bidding or a sealed proposal is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under penalty of perjury:

SEXUAL HARASSMENT BIDDING CERTIFICATION

- (a) "By submission of this bid/proposal, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section two hundred one-g of the Labor Law."
3. A bid/proposal shall not be considered for award nor shall any award be made to a Bidder who has not complied with subdivision one of this section; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons therefore.

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid/proposal and execute this statement on sexual harassment; that he is familiar with the statements contained in ¶2(a) of this document, as well as the provisions of State Finance Law §139-L and Labor Law §201-g, and such statements are true and have been complied with by the Bidder.

(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)

(SEAL)

FURNISH AND REPLACE ROOF AND SIDING AT VARIOUS PUMP STATIONS

This Agreement, effective _____, 2021 (“Effective Date”), is by and between

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

CONTRACTOR NAME

Street Address
City, State Zip

hereinafter referred to as the “Contractor.”

The Authority seeks to enter into an agreement with the Contractor to furnish materials, to replace siding, and to install roofs at various pump stations upon the terms and conditions stated in this Agreement.

In consideration of the mutual promises set forth in this Agreement, the Authority and the Contractor agree as follows:

ARTICLE 1 – THE PROCUREMENT

1.01 The Contractor will furnish the necessary materials and will replace the roofs at the following locations:

- A. William Street Pump Station Roof;
- B. Jewett-Holmwood Pump Station Roof;
- C. Clark Street Pump Station Roof;
- D. Harris Hill Pump Station Roof,
- E. Lakeview Pump Station Roof,
- F. Marilla Pump Station Roof,
- G. Emery Pump Station Roof,
- H. Horner Pump Station Roof,
- I. Chestnut Ridge Pump Station Roof; and
- J. Gartman Pump Station Roof.

1.02 The Contractor will furnish the necessary materials and will replace the siding at the Lakeview Pump Station.

1.03 The Contractor will replace the roofs and siding described in §§ 1.01 and 1.02 of this Article prior to **September 1, 2021**. Prior to **December 31, 2021**, The Contractor will provide the Authority with all invoices for labor and materials, as well as its certified payroll records.

1.04 The Contractor agrees that the roofs and siding described in §§ 1.01 and 1.02 of this Article are guaranteed to be free from defects in materials for a period of twenty years and workmanship for a period of two years, from the date the materials are installed.

1.05 In response to the Authority's Invitation to Bid, the Contractor submitted and signed Bid Documents and Proposal, a copy of which is attached to, and incorporated in, this Agreement as Appendix A.

1.06 Bid Specifications set forth in the Invitation to Bid are incorporated in this Agreement as Appendix B.

1.07 The Contractor agrees that the labor performed under this Agreement shall be performed in accordance with the requirements of Article 8 (Sections 220-223) of the New York State Labor Law. The supplements to be provided and wages to be paid to workers, laborers and mechanics employed under this Agreement, determined pursuant to Section 220 of the Labor Law, are set forth in and incorporated in this Agreement as Appendix C, Prevailing Rate Schedule. The Contractor agrees that the wage rates and supplemental benefits shown in Appendix C are subject to change. The wage rates and supplemental benefits to be paid and provided are those prevailing at the time labor under this Agreement is being performed.

1.08 Prior to the execution of this Agreement, the Contractor agrees to provide a payment bond pursuant to the terms and conditions set forth in Appendix D.

1.09 Prior to the execution of this Agreement, the Contractor agrees to provide a performance bond pursuant to the terms and conditions set for in Appendix E.

1.10 The Contractor agrees that it will abide by and will require its subcontractors to abide by the Authority's Affirmative Action Requirements and Women and Minority Business Enterprise Policy, as set forth in and incorporated in this Agreement as Appendix F.

1.11 The Contractor agrees that it will abide by and will require its subcontractors to abide by the Authority's Apprenticeship Policy, as set forth in and incorporated in this Agreement as Appendix G.

ARTICLE 2 – COMPLIANCE

2.01 The Authority and the Contractor shall comply with all applicable federal, state or local laws and regulations and all applicable Authority policies and procedures.

2.02 The Contractor shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York.

2.03 In response to the Authority's Invitation to Bid, the Contractor signed and submitted, in accordance with the provisions set forth in the State Finance Law, Forms A, B, and C, a copy of which is attached to, and incorporated in, this Agreement as Appendix A.

2.04 By executing this Agreement, the Contractor affirms under the penalties of perjury that there was no collusion in the bid submitted to the Authority, upon which forms the basis of this Agreement.

2.05 The Contractor shall comply with the provisions of State Finance Law § 139-L of the laws of the State of New York. In response to the Authority's Invitation for Bids, the Contractor submitted and signed the Sexual Harassment Bidding Certification, a copy of which is attached to, and incorporated in, this Agreement, as Appendix A.

2.06 The Contractor shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.

2.07 If the Contractor, its employees, agents and subcontractors wish to access any Authority property, they must notify the Authority's Security Officer and provide the following information: (a) government-issued photo identification for all site visitors; (b) a detailed statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer. While on Authority property, the Contractor's employees and representatives shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

2.08 Health Screening Questionnaire: Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Contractor, its employees and agents shall comply with all health and safety rules and regulations adopted by the State of New York or the Authority including, but not limited to, completing a health screening questionnaire before entering any Authority property.

ARTICLE 3 – PAYMENT FOR MATERIALS AND SUPPLIES

3.01 The Contractor agrees to accept a lump sum payment of \$ [REDACTED] as compensation for furnishing all necessary materials and for the labor associated with replacing and installing the following:

| Item No. | Quantity | U/M | Description | Lump Sum Price |
|----------|----------|-----|--------------------------------------|----------------|
| 1 | 1 | LS | Roof for William Street Pump Station | |

| Item No. | Quantity | U/M | Description | Lump Sum Price |
|---------------------------------|----------|-----|---------------------------------------|----------------|
| 2 | 1 | LS | Roof for Jewett-Holmwood Pump Station | |
| 3 | 1 | LS | Roof for Clark Street Pump Station | |
| 4 | 1 | LS | Roof for Harris Hill Pump Station | |
| 5a | 1 | LS | Roof for Lakeview Pump Station | |
| 5b | 1 | LS | Siding for Lakeview Pump Station | |
| 6 | 1 | LS | Roof for Marilla Pump Station | |
| 7 | 1 | LS | Roof for Emery Pump Station | |
| 8 | 1 | LS | Roof for Horner Pump Station | |
| 9 | 1 | LS | Roof for Chestnut Ridge Pump Station | |
| 10 | 1 | LS | Roof for Gartman Pump Station | |
| TOTAL LUMP SUM PAYMENT = | | | | |

3.02 The Contractor shall be responsible for the payment of all freight, cartage, rigging, postage or other transportation charges relating to furnishing all necessary materials. In its Bid Proposal, the Contractor submitted a proposed lump sum payment for the items outlined in § 3.01 of this Article and included all freight, cartage, rigging, posting and other transportation charges in such proposed lump sum payment pursuant to the Bid Instructions. Under no circumstances will the Authority be responsible for any freight, cartage, rigging, postage or other transportation charges relating to furnishing all necessary materials to the worksite.

3.03 The Authority is exempt from taxation. The Contractor shall not invoice the Authority for any state or local excise, sales, use, freight or transport or any other form of tax unless the laws of the State of New York specifically levies such tax on a public benefit corporation.

ARTICLE 4 – GENERAL PROVISIONS

4.01 Subcontract and Assignments: The Contractor may not subcontract or delegate any of the obligations of the Contractor without the express written consent of the Authority’s Executive Staff. The Authority and the Contractor bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Contractor shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

P:\ECWA\P202000165\07 Specs-Master\Rebid\PN 202000165 Bid Invite PS Roofs KAG MAM Final.docx

4.02 Amendments: Any modification or variation from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

4.03 Right to Terminate: The Authority reserves the right to terminate the Contractor's procurement at any time, without cause, based on seven (7) days' written notice. The Contractor shall not be entitled to lost profit and shall furnish and deliver only such materials and supplies, after notification of termination, as the Authority directs.

4.04 Indemnification:

- A. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Contractor's performance under this Agreement and those of its subcontractors or anyone for whom the Contractor is legally liable.
- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Contractor harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

4.05 Insurance:

- A. The Contractor agrees to secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix H.
- B. The Contractor agrees to provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement.
- C. The Contractor agrees to provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Contractor agrees to provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.

4.06 Warranty: The Contractor agrees that the roofing systems are guaranteed to be free from defects in materials for a period of twenty years and workmanship for a period of two years, from the date the materials are installed. Unless otherwise stated in this provision and this Agreement, the Contractor agrees that the warranties as prescribed by the laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the laws of the State of New York. The Contractor's obligation under this section is independent of any other obligations stated in this Agreement.

4.07 New York Law and Jurisdiction: Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Contractor and the Authority shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

4.08 Conflicts of Interest: The Contractor represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Contractor from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Contractor will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment for material and supplies already furnished by the Contractor. So long as the Contractor reports such a conflict as required by this section, the Contractor will have no further obligations under the terms of this Agreement.

4.09 Additional Conditions: The Contractor and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the delivery of materials and supplies to be furnished. The parties agree to negotiate in good faith to agree upon such additional terms.

4.10 Entire Agreement: This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

4.11 Independent Status: Nothing contained in the Agreement shall be construed to render either the Authority or the Contractor, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Contractor shall remain an independent contractor responsible for its own actions. The Contractor is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

4.12 Doing Business Status: The Contractor represents it is qualified to do business in the State of New York and has registered with the New York Secretary of State.

4.13 Force Majeure: Contractor shall not be liable to the Authority for any failure to furnish and deliver the materials and supplies if any such failure is caused by forces beyond the Contractor's control, including without limitation, actions or inactions of any governmental agencies, changes in law, strikes, lockouts, or other industrial disturbances, acts or omissions of third-parties, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics, including issues arising out of the COVID-19 pandemic, which may include, without limitation, workforce shortages, lack of necessary supplies or Personal Protective Equipment, travel restrictions, and other restrictions resulting from public guidance and emergency orders.

4.14 Gratuities, Illegal or Improper Schemes:

- A. The Contractor shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties.
- B. The Contractor or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.
- C. The Authority may terminate this Agreement or any purchase order, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a Contractor, the Contractor's agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this Agreement or the performance of the Agreement or purchase order.
- D. The Authority may also terminate this Agreement or purchase order if it is determined that the Contractor engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the Agreement or purchase order. If it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the Agreement or purchase order and/or exercise any other remedy available to it under existing law.

4.15 Notice: Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

ARTICLE 5 – SEVERABILITY

5.01 Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be

valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

ARTICLE 6 – EXECUTORY CLAUSE

6.01 The parties agree and understand that this Agreement shall be executory to the extent of funds have been budgeted and appropriated by the Authority. The Authority shall not submit any purchase order without first determining whether funds have been budgeted and appropriated to pay for such procurement. If the Authority’s Comptroller rejects or holds an invoice submitted by the Contractor due to a lack of funds in the appropriate budget line, the Contractor’s only remedy would be (1) to await for a budget transfer to be approved, or (2) to accept a return of the materials and supplies F.O.B. to the point of delivery to the Contractor. The Authority shall not be subject to any further liability.

ARTICLE 7 – TERMINATION

7.01 The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

INSERT CONTRACTOR

By _____
[INSERT NAME, TITLE]

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2021, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2021, before me personally came [Insert Name], to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York, that he is the [Insert Title] of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public

APPENDIX A

Bid Documents & Proposal

APPENDIX B

Bid Specifications

APPENDIX C

Prevailing Wage Rate Schedule

INSTRUCTIONS AND SCHEDULE OF MINIMUM WAGE RATES ISSUED BY NEW YORK STATE LABOR DEPARTMENT

No laborer, worker or mechanic in the employ of the CONTRACTOR or a Subcontractor or other person doing or contracting to do a whole or a part of the work contemplated by this agreement, shall be permitted or required to work more than eight (8) hours in any calendar day, or more than five (5) days in any one week, except in cases of extraordinary emergency caused by fire, flood, or damages to life and property.

The wages to be paid for a legal day's work to laborers, workmen or mechanics under this agreement, shall not be less than the prevailing rate of wages as defined and determined by the Industrial Commissioner of the State of New York, a schedule of which is attached to this contract and made a part thereof, with the same force and effect as though set forth in full herein.

In the performance of the work the CONTRACTOR shall give preference to citizens of the State of New York who have been residents for at least twelve (12) months immediately prior to the commencement of their employment, and persons other than citizens may be employed when citizens of the State of New York are not available. If the above provisions of this contract and the provisions of Sec. 222 of the Law of the State of New York are not complied with, this contract Labor shall be void.

In the hiring of employees for the performance of work under this contract or by subcontract hereunder, the CONTRACTOR or subcontractor, or any persons acting on behalf of the CONTRACTOR or subcontractor, shall not by any reason of race or color discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

There may be deducted from the amount payable to the CONTRACTOR by the Water Authority, under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract.

This contract may be cancelled or terminated by the Water Authority and all monies due or to become due hereunder may be forfeited for a second or subsequent violation of the terms or conditions of the preceding paragraph of this contract.

**PUBLIC WORKS - FAILURE TO PAY PREVAILING WAGE
EXCLUSION FROM CONTRACTING OR SUBCONTRACTING
CHAPTER 147**

A. 7314-A

Memorandum relating to this chapter, see Legislative Memoranda, post.

Approved May 24, 1991, effective as provided in Section 3.

An act to amend the labor law, in relation to debarment of public building service
CONTRACTORS

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1:

Paragraph b of Subdivision 3 of Section 220-b of the Labor Law, as amended by Chapter 651 of the Laws of 1989, is amended to read as follows:

- b. When two final determinations have been rendered against a CONTRACTOR or subcontractor and/or its successor within any consecutive six-year period determining that such CONTRACTOR or subcontractor and/or its successor has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered simultaneously, such CONTRACTOR or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract with the state, any municipal corporation or public body for a period of five years from the second final determination. For purposes of this article, a successor shall mean an employer engaged in work substantially similar to that of the predecessor, where there is substantial continuity of operation with that of the predecessor.

SECTION 2:

Subdivision 7 of Section 235 of the labor Law, as added by Chapter 777 of the Laws of 1971, is amended to read as follows:

7. When, pursuant to the provisions of this section two final orders have been entered against a CONTRACTOR or subcontractor and/or its successor within any consecutive six-year period determining that such CONTRACTOR or subcontractor and/or its successor has willfully failed to pay the prevailing wages in accordance with the provisions of this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public building service contracts are rendered simultaneously, such CONTRACTOR or subcontractor and/or its successor, and if the CONTRACTOR or subcontractor and/or its successor is a corporation, any officer of such corporation who knowingly participated in such failure, shall be ineligible to submit a bid on or be awarded any public building service work for a period of five years from the date of the second order. For purposes of this article, a successor shall mean an employer engaged in work substantially similar to that of the predecessor, where there is substantial continuity of operation with that of the predecessor. Nothing of this subdivision shall be construed as affecting any provision of any other law or regulation relating to the awarding of public contracts.

SECTION 3:

This act shall take effect 60 days after the date upon which it shall have become a law and shall apply to any conduct occurring after such date.

STATE OF NEW YORK
DEPARTMENT OF LABOR

NOTICE TO ALL PUBLIC OFFICIALS IN CHARGE OF
PUBLIC WORK CONSTRUCTION AND ALL CONTRACTORS
AND SUBCONTRACTORS ENGAGED IN PUBLIC WORKS
CONSTRUCTION IN THE STATE OF NEW YORK

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, workmen and mechanics upon public works "shall be in accordance with the prevailing practices in the locality..." The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the CONTRACTOR to provide additional supplements.

The CONTRACTOR shall provide statutory benefits for disability benefits, workmen's compensation, unemployment insurance and Social Security.

The substance of this notice should be included in your contract.

Signed - Dr. Philip Ross
INDUSTRIAL COMMISSIONER

PW-39 (5-56)

Article 8 of the New York State Labor Law was amended on July 15, 1983 to provide that wages for Public Projects are to be paid pursuant to the existing Bargaining Agreement in the area where the work is to be performed.

Wages are to be paid on this project as hereinafter set forth or pursuant to the Collective Bargaining Agreement in effect in Erie County, whichever are higher.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, age, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, age, color or national origin or because a person has opposed any practices forbidden under these sections or because he filed a complaint, testified, or assisted in any proceeding under these sections. Such action shall be taken with reference, but not limited to: recruitment, employment, classification, job assignment, promotion, upgrading, demotion, transfer, layoff, discharge, expulsion or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The CONTRACTOR will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the CONTRACTOR'S agreement under clauses (a) through (h) (hereinafter called "non-discrimination clauses") and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, sex, age, color or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, sex, age, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, classification, demotion, transfer, layoff, discharge, expulsion or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. Such notice shall be given by the CONTRACTOR prior to the commencement of performance of this contract. Such written agreement shall be made by such labor union or representative prior to the commencement of performance of this contract, unless such labor union or representative fails or refuses so to agree in writing, in which event the CONTRACTOR shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The CONTRACTOR will post and keep posted in conspicuous places, available to employee's and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

- (d) The CONTRACTOR will state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, age, color or national origin.
- (e) The CONTRACTOR will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the CONTRACTOR has not complied with these non-discrimination clauses, and the CONTRACTOR may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfied the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the CONTRACTOR and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- (g) If this contract is cancelled or terminated under clause (f), in addition to other rights of the Erie County Water Authority provided in this contract upon its breach by the CONTRACTOR, the CONTRACTOR will hold the Erie County Water Authority harmless against any additional expenses or costs incurred by the Authority in completing the work or in purchasing the services, materials, equipment or supplies contemplated by this contract, and the Erie County Water Authority may withhold payments from the CONTRACTOR in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.
- (h) The CONTRACTOR will include the provisions of clauses (a) through (g) in every subcontract or purchase order in such manner that provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The CONTRACTOR will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for noncompliance. If the CONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR shall promptly so notify the Attorney General and Attorney for the Erie County Water Authority, requesting them to intervene and protect the interest of the State of New York and the Erie County Water Authority.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Erie County Water Authority

Clayton Johnson, Production Engineer
3030 Union Road
Cheektowaga NY 14227

Schedule Year 2020 through 2021
Date Requested 01/26/2021
PRC# 2021000797

Location Locations within Erie County
Project ID# 202000165
Project Type This is a contract for a contractor to install new metal roofs (over existing shingled roofs) at 10 ECWA pump station buildings. It also involves the contractor to install new siding at one pump

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2020 through June 2021. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

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

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

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

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 annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

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

In addition, the Commissioner of Labor may require contractors to furnish, 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. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

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

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

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 Laws, Article 8 . Section 220-a).

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

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

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

Withholding of Payments

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

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

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

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

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

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

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 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

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

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

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

There may be deducted from the amount payable to the contractor under the contract a penalty of \$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 8, Section 220-e(c)).

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 8, Section 220-e(d)).

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Erie County Water Authority

Clayton Johnson, Production Engineer
3030 Union Road
Cheektowaga NY 14227

Schedule Year 2020 through 2021
Date Requested 01/26/2021
PRC# 2021000797

Location Locations within Erie County
Project ID# 202000165
Project Type This is a contract for a contractor to install new metal roofs (over existing shingled roofs) at 10 ECWA pump station buildings. It also involves the contractor to install new siding at one pump

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a 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, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this 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: \$ _____ | Contract Type: | |
| Approximate Starting Date: ____/____/____ | <input type="checkbox"/> (01) General Construction | |
| Approximate Completion Date: ____/____/____ | <input type="checkbox"/> (02) Heating/Ventilation | |
| | <input type="checkbox"/> (03) Electrical | |
| | <input type="checkbox"/> (04) Plumbing | |
| | <input type="checkbox"/> (05) Other : _____ | |

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

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov. <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov.

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
 - First offense: Up to \$2,500 per employee
 - Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
 - First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
 - Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.*

| | | | |
|---------------|----------------|--------------|----------------|
| Albany | (518) 457-2744 | Patchogue | (631) 687-4882 |
| Binghamton | (607) 721-8005 | Rochester | (585) 258-4505 |
| Buffalo | (716) 847-7159 | Syracuse | (315) 428-4056 |
| Garden City | (516) 228-3915 | Utica | (315) 793-2314 |
| New York City | (212) 932-2419 | White Plains | (914) 997-9507 |
| Newburgh | (845) 568-5156 | | |

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

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

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

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

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.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

| Title (Trade) | Ratio |
|--|---------|
| Boilermaker (Construction) | 1:1,1:4 |
| Boilermaker (Shop) | 1:1,1:3 |
| Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder) | 1:1,1:4 |
| Carpenter (Residential) | 1:1,1:3 |
| Electrical (Outside) Lineman | 1:1,1:2 |
| Electrician (Inside) | 1:1,1:3 |
| Elevator/Escalator Construction & Modernizer | 1:1,1:2 |
| Glazier | 1:1,1:3 |
| Insulation & Asbestos Worker | 1:1,1:3 |
| Iron Worker | 1:1,1:4 |
| Laborer | 1:1,1:3 |
| Mason | 1:1,1:4 |
| Millwright | 1:1,1:4 |
| Op Engineer | 1:1,1:5 |
| Painter | 1:1,1:3 |
| Plumber & Steamfitter | 1:1,1:3 |
| Roofer | 1:1,1:2 |
| Sheet Metal Worker | 1:1,1:3 |
| Sprinkler Fitter | 1:1,1:2 |

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

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

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

Erie County General Construction

Boilermaker

01/01/2021

JOB DESCRIPTION Boilermaker

DISTRICT 12

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

WAGES

Per hours: 07/01/2020

Boilermaker \$ 35.10

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 30.74*

*NOTE: \$29.50 of this amount is for every Hour "Paid"

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st Term at 12 Months

Terms 3-8 at 6 Months

Per Hour:

1st 65%

3rd 70% 4th 75% 5th 80% 6th 85% 7th 90% 8th 95%

Supplemental Benefits per hour:

All Terms \$ 30.74**

**NOTE: \$29.50 of this amount is for every Hour "Paid"

12-7

Carpenter - Building

01/01/2021

JOB DESCRIPTION Carpenter - Building

DISTRICT 12

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Townships of Persia and Perrysburg

WAGES

Per hour: 07/01/2020

Building:

Carpenter \$ 32.75

FloorLayer 32.75

Certified Welder 33.75

Hazardous Waste Worker 34.25

Diver-Dry Day 33.75

Diver Tender 33.75

Diver-Wet Day*** 61.25

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

*** Diver rate applies to all hours worked on the day of dive.

| | | |
|-----------------------|-----------------|----------------------------|
| Depth pay for divers: | 0' to 80' | no additional fee |
| | 81' to 100' | additional \$0.50 per foot |
| | 101' to 150' | additional \$0.75 per foot |
| | 151' and deeper | additional \$1.25 per foot |
| Penetration pay: | 0' to 50' | no additional fee |
| | 51' to 100' | additional \$0.75 per foot |
| | 101' and deeper | additional \$1.00 per foot |

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

| | |
|--------------|----------|
| Carpenter(s) | \$ 28.38 |
| Diver(s) | 28.38 |

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

| | |
|-----------|----------------------------|
| Paid: | See (1) on HOLIDAY PAGE |
| Overtime: | See (5, 6) on HOLIDAY PAGE |

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's base wage:
Apprentices Indentured Prior to 01/01/2016 and
Floorlayer Apprentices Indentured after 01/01/2016

| | | | |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 50% | 60% | 70% | 80% |

Carpenter Apprentices Indentured After 01/01/2016

| | | | | |
|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th |
| 50% | 60% | 65% | 70% | 80% |

Supplemental Benefits per hour worked:

| | | | | |
|---------|---------|---------|---------|---------|
| 1st | 2nd | 3rd | 4th | 5th |
| \$12.00 | \$12.00 | \$14.65 | \$14.65 | \$14.65 |

12-276B-Cat

Carpenter - Building / Heavy&Highway

01/01/2021

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

| | | |
|--|------------|------------|
| Wages per hour: | 07/01/2020 | 07/01/2021 |
| | | Additional |
| Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface | \$ 31.48 | \$ 1.15 |

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.65

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5) on HOLIDAY PAGE

Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

| 1st | 2nd | 3rd | 4th |
|-----|-----|-----|-----|
| 55% | 60% | 70% | 80% |

Supplemental Benefits per hour:

| | |
|---------------|----------|
| 1st year term | \$ 11.80 |
| 2nd year term | 11.80 |
| 3rd year term | 14.45 |
| 4th year term | 14.45 |

2-42AtSS

Carpenter - Heavy&Highway

01/01/2021

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Erie

WAGES

Per hour: 07/01/2020

| | |
|---------------------------------|----------|
| Carpenter | \$ 35.53 |
| Certified Welder | 37.03 |
| Diver-Dry Day | 36.53 |
| Diver-Wet Day** | 60.53 |
| Diver Tender | 36.53 |
| Hazardous Material Worker | 37.03 |
| Piledriver | 35.53 |
| Millwright | 37.03 |
| Effluent & Slurry Diver-Dry Day | 54.79 |
| Effluent & Slurry Diver-Wet Day | 90.97 |

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

** Diver rate applies to all hours worked on the day of dive.

| | | |
|-----------------------|--------------|----------------------------|
| Depth pay for divers: | 0' to 50' | no additional fee |
| | 51'to 100' | additional \$0.50 per foot |
| | 101' to 150' | additional \$0.75 per foot |
| | 151' to 200' | additional \$1.25 per foot |

| | | |
|------------------|----------------|----------------------------|
| Penetration pay: | 0' to 50' | no additional fee |
| | 51' to 100' | additional \$0.75 per foot |
| | 101' to deeper | additional \$1.00 per foot |

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s) \$ 29.45
Diver(s) 29.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

Indentured Prior to 01/01/2016

| 1st | 2nd | 3rd | 4th |
|-----|-----|-----|-----|
| 55% | 60% | 70% | 80% |

Indentured After 01/01/2016

| 1st | 2nd | 3rd | 4th | 5th |
|-----|-----|-----|-----|-----|
| 55% | 60% | 65% | 70% | 80% |

Pile Driver Apprentice(1300hour terms at percentage of Pile Driver Rate)

| 1st | 2nd | 3rd | 4th |
|-----|-----|-----|-----|
| 55% | 60% | 70% | 80% |

Supplemental benefits per hour worked:

| 1st | 2nd | 3rd | 4th | 5th |
|---------|---------|---------|---------|---------|
| \$11.80 | \$11.80 | \$14.45 | \$14.45 | \$14.45 |

12-276HH-Erie

Electrician

01/01/2021

JOB DESCRIPTION Electrician

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield, Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

WAGES

Per hour: 07/01/2020

Electrician* \$ 36.49

* Includes teledata work

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

17.3% for work from 4:30PM - 1:00AM

31.4% for work from 12:30AM - 9:00AM

Additional \$0.50/hr in shafts over 25 ft. deep and in underground tunnels over 75 ft. long.

Additional \$0.75/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.

Additional \$1.50/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 5KV and above.

Additional \$1.00/hr for Hot work (Atomic plants).

Additional \$2.00/hr for work on radio, TV, light towers and floating platforms or climbing ladders in excess of 100 ft. high.

SUPPLEMENTAL BENEFITS

Per hour: \$ 29.05*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following wages:

0 to 1000 to 2000 to 3500 to 5000 to 6500 to 8000
\$ 13.50 \$ 14.60 \$ 16.40 \$ 20.05 \$ 25.55 \$ 29.20

Supplemental benefits per hour:

0 to 2000 to 6500 to 8200
\$ 13.01* \$ 23.55* \$ 29.05*

* NOTE - add 3% of the posted straight time or applicable premium wage rate.

3-41

Elevator Constructor

01/01/2021

JOB DESCRIPTION Elevator Constructor

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2020
Elevator Constructor \$ 51.44
Helper 36.01

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 34.77

Note - add 6% of regular hourly rate for all hours worked.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year (1,700 hour each) terms at the following percentage of Journeyman's wage:

| | | | |
|------|-----|-----|-----|
| 1st* | 2nd | 3rd | 4th |
| 55% | 65% | 70% | 80% |

Supplemental benefits per hour:

\$ 34.77

* Note - 0-6 months of the 1st year term is paid at 50% of Journeyman's wage with no Supplemental benefits.

Note - add 6% of regular hourly rate for all hours worked.

3-14

Glazier

01/01/2021

JOB DESCRIPTION Glazier

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2020 05/01/2021

| | | |
|------------------------|----------|-----------------------|
| Glazier | \$ 27.50 | Additional \$ 1.20 |
| Working off Suspended | | |
| Scaffold (Swing Stage) | 28.50 | 1.20 |
| Maintenance | 17.21* | 0.90 |

* Note - This rate to be used only for all repair and replacement work such as glass breakage, glass replacement, door repair and board ups.

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|--------------------|----------|
| Journeymen Glazier | \$ 23.37 |
| Maintenance | 14.83 |

OVERTIME PAY

See (B, E2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentices.

Paid: See (5, 6) on HOLIDAY PAGE for Maintenance

Overtime: See (5, 6) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

Glazier: 1000 hour terms at the following percentage of Journeyman's wage:

| | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| 50% | 55% | 60% | 65% | 70% | 75% | 80% | 90% |

Supplemental benefits per hour:

| | |
|-----------------|---------|
| 1st & 2nd terms | \$ 8.00 |
| 3rd & 4th terms | 8.85 |
| All other terms | 10.25 |

3-660

Insulator - Heat & Frost

01/01/2021

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield and Pembroke.

WAGES

| | |
|------------------------|------------|
| Per Hour: | 07/01/2020 |
| Heat & Frost Insulator | \$ 34.15 |

SUPPLEMENTAL BENEFITS

| | |
|-----------|----------|
| Per hour: | \$ 24.69 |
|-----------|----------|

OVERTIME PAY

See (B, *E, **Q) on OVERTIME PAGE

* Note - Double time after 10 hours on Saturday.

** Note - Triple time on Labor Day if WORKED.

HOLIDAY

| | |
|-----------|----------------------------|
| Paid: | See (1) on HOLIDAY PAGE |
| Overtime: | See (5, 6) on HOLIDAY PAGE |

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

| | | | |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
|-----|-----|-----|-----|

50% 60% 70% 80%

Supplemental Benefits per hour:

1st and 2nd \$ 19.64
All other terms \$ 24.69

3-4

Ironworker

01/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Towns of Birdsall, Burns and Grove.

Erie: All except the Town of Grand Island north of Whitehaven Road.

Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke

Steuben: Only the Townships of Canisteo, Freemont, Greenwood, Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

WAGES

| Per hour: | 07/01/2020 | 07/01/2021 Additional |
|------------------------|------------|--------------------------|
| Structural | \$ 31.45 | \$ 1.25 |
| Ornamental | 31.45 | 1.25 |
| Layout | 31.45 | 1.25 |
| Rodmen | 31.45 | 1.25 |
| Reinforcing | 31.45 | 1.25 |
| Welders | 31.45 | 1.25 |
| Riggers & Mach. Movers | 31.45 | 1.25 |
| Curtain Wall Erector | 31.45 | 1.25 |
| Window Erector | 29.10 | 1.25 |
| Fence Erector | 30.02 | 1.25 |

SUPPLEMENTAL BENEFITS

Per hour:

Fence erectors \$ 28.05
All others 29.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

| 1st | 2nd | 3rd | 4th |
|----------|----------|----------|----------|
| \$ 16.50 | \$ 18.50 | \$ 20.50 | \$ 22.50 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th |
|----------|----------|----------|----------|
| \$ 12.59 | \$ 22.26 | \$ 23.65 | \$ 25.03 |

3-6

Ironworker

01/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 3

ENTIRE COUNTIES

Niagara

PARTIAL COUNTIES

Erie: Only that portion of the Township of Grand Island north of Whitehaven Road.

Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour: 07/01/2020

| | |
|----------------------|----------|
| Structural | \$ 30.90 |
| Ornamental | 30.90 |
| Reinforcing | 30.90 |
| Rigger & Mach. Mover | 30.90 |
| Pre-Engineered | 30.90 |
| Fence Erector | 30.90 |
| Pre-Cast Erector | 30.90 |
| Welder | 30.90 |
| Window Erector | 30.90 |

SUPPLEMENTAL BENEFITS

Per hour:
\$ 30.35

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

| | |
|----------|----------|
| 1st term | \$ 16.50 |
| 2nd term | 18.50 |
| 3rd term | 20.50 |
| 4th term | 22.50 |

Supplemental benefits per hour:

| | |
|----------|----------|
| 1st term | \$ 11.70 |
| 2nd term | 19.19 |
| 3rd term | 20.26 |
| 4th term | 21.33 |

3-9

Laborer - Building

01/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Perrysburg and the Village Gowanda.

WAGES

CLASS A: Basic, Safety Man, Flagman, Tool Room Man, Nurseryman, Demolition Worker, Top Man, Wrecker, IBC Barriers Except on Structures, Guard Rail, Asphalt Shovelers, Foundation Laborer over 8' in Depth, Hod Carriers, Plaster Tender, Plaster Scaffold Builder, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns, Steel Burners.

CLASS B: Mortar Mixer, Asphalt Smoothers, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns over 8' in depth.

CLASS C: Worker on any Swing Scaffold, Blaster, Plumbing Laborer, Wagon Drill Operator, Bottomman (caisson or cofferdam), Laser Setter, Asphalt Rakers, Asphalt Screed Man.

CLASS D: Stone Cutter, Curb Setter and Flag Layer.

CLASS E: Wearing of replaceable cartridge respirator.

CLASS F: Asbestos Removal, Deleader.

CLASS G: Hazardous Waste Worker.

| | |
|-------------------|------------|
| Per hour: | 07/01/2020 |
| Building Laborer: | |
| CLASS A | \$ 28.78 |
| CLASS B | 28.95 |

| | |
|---------|-------|
| CLASS C | 29.06 |
| CLASS D | 29.53 |
| CLASS E | 29.78 |
| CLASS F | 30.28 |
| CLASS G | 30.78 |

SUPPLEMENTAL BENEFITS

Per hour:

\$ 26.75

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (22) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

| | | | | | | |
|----------|---------|---------|---------|---------|---------|---------|
| 0 to 500 | to 1000 | to 1500 | to 2000 | to 2500 | to 3000 | to 4000 |
| 55% | 60% | 65% | 70% | 75% | 80% | 90% |

Supplemental benefits per hour:

\$ 26.75

3-210b

Laborer - Heavy&Highway

01/01/2021

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie

WAGES

Heavy/Highway Laborer:

GROUP A: Basic, Drill Helper, Flagman, Outboard and Hand Boats, Demolition Worker, Nurseryman, IBC Barriers (except on structures), Guard Rails, Road Markers.

GROUP B: Grade Checker, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers' Tools, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators (2" and Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer and Laser Man.

GROUP C: All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators, Asphalt Raker, Powderman and Welder.

GROUP D: Blasters, Curb and Flatwork Formsetter not on structures, Stone or Granite Curb Setters and Stone Cutter.

| | | |
|------------------------|------------|------------|
| Per hour: | 07/01/2020 | 07/01/2021 |
| Heavy/Highway Laborer: | | Additional |
| GROUP A | \$ 31.06 | \$ 1.25 |
| GROUP B | 31.26 | 1.25 |
| GROUP C | 31.46 | 1.25 |
| GROUP D | 31.66 | 1.25 |

For all Deleader & Asbestos work add \$1.50 to Group A rate.

For all Hazardous waste work add \$2.00 to Group A rate.

For use of replaceable cartridge respirator add \$1.00 to Group A rate.

An additional \$3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

Sewer/Water Laborer:

GROUP A: Basic, Flagman, Top man, Wreckers.

GROUP B: Foundation, Plaster tender, Scaffold bootman, Pneumatic, gas, electric, tool operator, jackhammer, chipping guns.

GROUP C: Mortar Mixer, over 8 ft. in depth.

GROUP D: Pavement formsetter, Steelburner, Caisson, Wagon Drill Oper., PipeLayer, Swing Scaffold.

GROUP E: Utility pave driver, Laser operator.

GROUP F: Blaster.

| | | |
|----------------------|------------|------------|
| Per hour: | 07/01/2020 | 07/01/2021 |
| Sewer/Water Laborer: | | |
| GROUP A | \$ 31.06 | \$ 1.25 |
| GROUP B | 31.16 | 1.25 |
| GROUP C | 31.21 | 1.25 |
| GROUP D | 31.31 | 1.25 |
| GROUP E | 31.66 | 1.25 |
| GROUP F | 32.06 | 1.25 |

For all Deleader & Asbestos work add \$1.50 to Group A rate.

For all Hazardous waste work add \$2.00 to Group A rate.

An additional \$3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:
\$ 26.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

| | | | | | | | |
|-----|--------|---------|---------|---------|---------|---------|---------|
| 0 | to 500 | to 1000 | to 1500 | to 2000 | to 2500 | to 3000 | to 4000 |
| 55% | 60% | 65% | 70% | 75% | 80% | 90% | |

Supplemental benefits per hour:

\$ 26.75

3-210h

Laborer - Tunnel

01/01/2021

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 3

ENTIRE COUNTIES

Erie

WAGES

CLASS A: Mole Nipper, Powder Handler, Changehouse Attendant and Top Laborer.

CLASS B: Air Spade, Jackhammer, Pavement Breaker.

CLASS C: Top Bell.

CLASS D: Bottom Bell, Side or Roofbelt Driller, Maintenance men, Burners, Block Layers, Rodmen, Caulkers, Miners helper, Trackmen, Nippers, Derailmen, Electrical Cablemen, Hosemen, Groutmen, Gravelmen, Form Workers, Movers and Shaftmen, Conveyor men.

CLASS E: Powder Monkey.

CLASS F: Blasters, Ironmen and Cement Worker, Miner, Welder, Heading Driller.

CLASS G: Steel Erectors, Piledriver, Rigger.

| | | |
|-----------------|------------|------------|
| Per hour: | 07/01/2020 | 07/01/2021 |
| Tunnel Laborer: | | Additional |
| CLASS A | \$ 32.56 | \$ 1.25 |
| CLASS B | 32.71 | 1.25 |
| CLASS C | 32.81 | 1.25 |
| CLASS D | 33.31 | 1.25 |

| | | |
|---------|-------|------|
| CLASS E | 33.41 | 1.25 |
| CLASS F | 33.81 | 1.25 |
| CLASS G | 33.66 | 1.25 |

For all Deleader & Asbestos work add \$1.50 to Class A rate.

For all Hazardous waste add \$2.00 to Class A rate.

For use of replaceable cartridge respirator add \$1.00 to Group A rate.

An additional \$3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 26.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

| | | | | | | | |
|-----|--------|---------|---------|---------|---------|---------|---------|
| 0 | to 500 | to 1000 | to 1500 | to 2000 | to 2500 | to 3000 | to 4000 |
| 55% | 60% | 65% | 70% | 75% | 80% | 90% | |

Supplemental benefits per hour:

\$ 26.75

3-210t

Lineman Electrician

01/01/2021

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

07/01/2020

| | |
|-------------------------|----------|
| Lineman, Technician | \$ 53.50 |
| Crane, Crawler Backhoe | 53.50 |
| Welder, Cable Splicer | 53.50 |
| Digging Mach. Operator | 48.15 |
| Tractor Trailer Driver | 45.48 |
| Groundman, Truck Driver | 42.80 |
| Equipment Mechanic | 42.80 |
| Flagman | 32.10 |

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

| | |
|------------------------|----------|
| Lineman, Technician | \$ 53.50 |
| Crane, Crawler Backhoe | 53.50 |
| Cable Splicer | 58.85 |
| Certified Welder - | |
| Pipe Type Cable | 56.18 |

| | |
|-------------------------|-------|
| Digging Mach. Operator | 48.15 |
| Tractor Trailer Driver | 45.48 |
| Groundman, Truck Driver | 42.80 |
| Equipment Mechanic | 42.80 |
| Flagman | 32.10 |

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

| | |
|-------------------------|----------|
| Lineman, Tech, Welder | \$ 54.82 |
| Crane, Crawler Backhoe | 54.82 |
| Cable Splicer | 60.30 |
| Certified Welder - | |
| Pipe Type Cable | 57.56 |
| Digging Mach. Operator | 49.34 |
| Tractor Trailer Driver | 46.60 |
| Groundman, Truck Driver | 43.86 |
| Equipment Mechanic | 43.86 |
| Flagman | 32.89 |

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

| | |
|-------------------------|----------|
| Lineman, Tech, Welder | \$ 56.01 |
| Crane, Crawler Backhoe | 56.01 |
| Cable Splicer | 56.01 |
| Digging Mach. Operator | 50.41 |
| Tractor Trailer Driver | 47.61 |
| Groundman, Truck Driver | 44.81 |
| Equipment Mechanic | 44.81 |
| Flagman | 33.61 |

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

| | |
|-----------|--|
| 1ST SHIFT | 8:00 AM to 4:30 PM REGULAR RATE |
| 2ND SHIFT | 4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 % |
| 3RD SHIFT | 12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 % |

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (also required on non-worked holidays):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

| | |
|------------|-------------------------------|
| Journeyman | \$ 24.90 |
| | *plus 6.75% of hourly wage |

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q.) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

| | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th |
| 60% | 65% | 70% | 75% | 80% | 85% | 90% |

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249a

Lineman Electrician - Teledata

01/01/2021

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

| | 07/01/2020 | 01/01/2021 |
|------------------------|------------|------------|
| Cable Splicer | \$ 33.77 | \$ 34.78 |
| Installer, Repairman | \$ 32.05 | \$ 33.01 |
| Teledata Lineman | \$ 32.05 | \$ 33.01 |
| Tech., Equip. Operator | \$ 32.05 | \$ 33.01 |
| Groundman | \$ 16.99 | \$ 17.50 |

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

| | |
|-----------|-----------------------|
| 1ST SHIFT | REGULAR RATE |
| 2ND SHIFT | REGULAR RATE PLUS 10% |
| 3RD SHIFT | REGULAR RATE PLUS 15% |

SUPPLEMENTAL BENEFITS

Per hour:

| | | |
|------------|-----------------------|-----------------------|
| Journeyman | \$ 5.06 | \$ 5.06 |
| | *plus 3% of wage paid | *plus 3% of wage paid |

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

01/01/2021

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
(Ref #14.01.01)

Per hour: 07/01/2020

| | |
|-------------------------|----------|
| Lineman, Technician | \$ 46.20 |
| Crane, Crawler Backhoe | 46.20 |
| Certified Welder | 48.51 |
| Digging Machine | 41.58 |
| Tractor Trailer Driver | 39.27 |
| Groundman, Truck Driver | 36.96 |
| Equipment Mechanic | 36.96 |
| Flagman | 27.72 |

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

| | | |
|-----------|---------------------|-------------------------|
| 1ST SHIFT | 8:00 AM TO 4:30 PM | REGULAR RATE |
| 2ND SHIFT | 4:30 PM TO 1:00 AM | REGULAR RATE PLUS 17.3% |
| 3RD SHIFT | 12:30 AM TO 9:00 AM | REGULAR RATE PLUS 31.4% |

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

| | |
|------------|----------------------------|
| Journeyman | \$ 24.90 |
| | *plus 6.75% of hourly wage |

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms.

| | 07/01/2020 |
|----------|------------|
| 1st term | \$ 27.72 |
| 2nd term | 30.03 |
| 3rd term | 32.34 |
| 4th term | 34.65 |
| 5th term | 36.96 |
| 6th term | 39.27 |
| 7th term | 41.58 |

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

01/01/2021

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

| Per hour: | 07/01/2020 | 01/03/21 | 01/02/22 | 01/01/23 |
|--------------------|------------|----------|----------|----------|
| Tree Trimmer | \$ 26.56 | \$ 27.36 | \$ 28.25 | \$ 29.59 |
| Equipment Operator | 23.49 | 24.19 | 24.98 | 26.17 |
| Equipment Mechanic | 23.49 | 24.19 | 24.98 | 26.17 |
| Truck Driver | 19.56 | 20.15 | 20.80 | 21.79 |
| Groundman | 16.11 | 16.59 | 17.13 | 17.94 |
| Flag person | 11.80 | 12.50* | 12.50 | 12.94 |

*RATE GOES INTO EFFECT 12/31/2020

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

| | 07/01/2020 | 01/03/21 | 01/02/22 | 01/01/23 |
|------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Journeyman | \$ 9.98 | \$ 9.98 | \$ 10.23 | \$ 10.48 |
| | *plus 3% of hourly wage | *plus 3% of hourly wage | *plus 3% of hourly wage | *plus 3% of hourly wage |

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

01/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2020

Plasterer \$ 30.15

Additional \$3.00/hr for work on swing stage over 20 feet.

SUPPLEMENTAL BENEFITS

Per hour: \$ 21.49

OVERTIME PAY

Exterior work only See (B, E, E2, Q) on OVERTIME PAGE.
All other work See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following dollar amounts:

| | | | | | | | | | | | | | | | | | | |
|----|----|-------|----|-------|----|-------|----|-------|----|-------|----|-------|----|-------|----|-------|----|-------|
| 0 | to | 1000 | to | 2000 | to | 3000 | to | 4000 | to | 4700 | to | 5400 | to | 6000 | to | 7000 | to | 8000 |
| \$ | | 12.50 | \$ | 14.00 | \$ | 15.00 | \$ | 16.00 | \$ | 17.00 | \$ | 18.00 | \$ | 19.00 | \$ | 20.00 | \$ | 21.00 |

Supplemental benefits per hour:

Hour terms at the following dollar amounts:

| | | | | | | | | | | |
|----|----|------|----|------|----|------|----|------|----|------|
| 0 | to | 4000 | to | 4700 | to | 5400 | to | 6000 | to | 8000 |
| \$ | | 2.50 | \$ | 3.50 | \$ | 4.50 | \$ | 5.50 | \$ | 7.50 |

3-9-Pltr

Mason - Building

01/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per Hour: 07/01/2020
Building:
Bricklayer \$ 31.72
Stone Mason 31.72
Tuck Pointer 31.72

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 30.11

OVERTIME PAY

See (B,E,E2*,Q) on OVERTIME PAGE

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

| | | | |
|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$ 25.37 | \$ 25.70 | \$ 27.42 | \$ 29.92 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th |
|----------|----------|----------|----------|
| \$ 11.65 | \$ 17.52 | \$ 22.00 | \$ 25.71 |

5-3B-Z3

Mason - Building / Heavy&Highway**01/01/2021****JOB DESCRIPTION** Mason - Building / Heavy&Highway**DISTRICT** 3**ENTIRE COUNTIES**

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2020

Cement Mason \$ 31.00
Additional \$0.25 per hr for Swing scaffold or exterior scaffold 42' or higher.
Additional \$1.00 per hr when required to wear respirator.

SUPPLEMENTAL BENEFITS

Per hour: \$ 31.92

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following dollar amounts:

| 1st | 2nd | 3rd | 4th | 5th | 6th |
|----------|----------|----------|----------|----------|----------|
| \$ 15.63 | \$ 17.19 | \$ 20.25 | \$ 23.31 | \$ 26.44 | \$ 29.56 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th | 5th | 6th |
|---------|----------|----------|----------|----------|----------|
| \$ 8.36 | \$ 11.31 | \$ 11.19 | \$ 14.38 | \$ 16.43 | \$ 19.66 |

3-111Erie

Mason - Heavy&Highway**01/01/2021****JOB DESCRIPTION** Mason - Heavy&Highway**DISTRICT** 5**ENTIRE COUNTIES**

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

WAGES

| | | |
|------------------|------------|------------|
| Per hour: | 07/01/2020 | 07/01/2021 |
| Heavy & Highway: | | Additional |
| Cement Mason | \$ 31.58 | \$ 1.15 |
| Bricklayer | 31.58 | |

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 22.93

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

| | | | |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 50% | 60% | 70% | 80% |

Supplemental benefits per hour:

| | |
|----------------|----------|
| 1st term | \$ 14.13 |
| 2nd - 4th term | 22.93 |

5-3h

Mason - Tile Finisher

01/01/2021

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2020

Building:

Marble, Slate, Terrazzo \$ 29.31
and Tile Finisher

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 16.37

OVERTIME PAY

See (B,E,E2*,Q) on OVERTIME PAGE

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1200 hours 1st and 2nd term and 1300 hours 3rd term at the following wage:

| | | |
|----------|----------|----------|
| 1st | 2nd | 3rd |
| \$ 18.79 | \$ 21.31 | \$ 24.13 |

Supplemental benefits per hour:

| | | |
|---------|----------|----------|
| 1st | 2nd | 3rd |
| \$ 8.54 | \$ 10.61 | \$ 12.37 |

5-3TF - Z3

Mason - Tile Setter

01/01/2021

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only in the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2020
Building:
Marble, Slate, Terrazzo
and Tile Setter \$ 32.25

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 29.08

OVERTIME PAY

See (B,E,E2*,Q) on OVERTIME PAGE

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

| | | | |
|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$ 25.15 | \$ 25.43 | \$ 27.19 | \$ 30.22 |

Supplemental benefits per hour:

| | | | |
|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$ 11.57 | \$ 17.44 | \$ 21.83 | \$ 24.96 |

5-3TS - Z3

Millwright

01/01/2021

JOB DESCRIPTION Millwright

DISTRICT 12

ENTIRE COUNTIES

Erie, Genesee, Niagara

WAGES

Per hour: 07/01/2020
Building \$ 33.30
Heavy & Highway* 35.30

*All Heavy & Highway Millwright construction will be paid at the rate indicated above. H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwright's rate provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Building Millwright's rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$0.50 per hour. This amount will increase to \$1.00 on 7/1/2020.

SUPPLEMENTAL BENEFITS

Per hour Paid:

All Classifications \$29.85

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1300 hour terms at the following percentage of Journeyman's wage:

| | | | |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 60% | 70% | 80% | 90% |

Supplemental Benefits per hour worked:

| | | | |
|---------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| \$11.80 | \$ 24.48 | \$ 26.27 | \$ 28.06 |

12-1163-Gen/Nia/Orl/Wyo

Operating Engineer - Building

01/01/2021

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Archer Hoist, Asphalt Curb and Gutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe, Backhoe and Pullhoe (tractor mounted, rubber tired), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (Pipe), Bituminous Spreader and Mixer, Blacktop Plants (Automated and Non-automated), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck (excluding pick-up and delivery), Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all concrete batching plants), Cherry Picker, Concrete Cleaning Decontamination Machine Operator, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Cutters (Vermeer or Similar Type), Concrete Mixer (over 1/2 cu yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Conveyor, Core Drill, Crane, Crusher, Decon of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Generator (10 outlets or more), Gradall, Grader, Grout or Guniting Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Helicopter (when used for hoisting), Hoist (one drum), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self-propelled), Hydraulic Pipe Jack Machine (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Hydro Crane, Hydro Hammer (or similar type), Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type loaders), Laser Screed, Locomotive, Lubrication Truck, Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self-propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Multiple Drum Hoist (more than one drum in use), Overhead Crane, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Driver, Power Broom, Pumpcrete, Push Button Hoist, Push or Snatch Cat, Quarry Master or equivalent, Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (pipe), Rotomill, Scissors Trucks, Lift, or Boom Lift of any type (when used for hoisting), Scoopmobile, Shovel, Sideboom, Skidsteer/Bobcat (Similar Type), Skimmer, Slip Form Paver (CMI or similar type), Snorkel/Vacuum Truck, Strato-Tower, Stump Chipping Machine, Tire Truck and Drivers performing tire repair (exclude outside vendor), Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Tractors, Trencher, Truck Crane, Truck Mechanic and Helper (exclude Teamsters when repairing their own trucks), Tunnel Shovel, Tube Finisher (CMI and similar type), Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, Boiler (used in conjunction with production), CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors (any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines - four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Form Trucks (excluding Teamster or delivery), Fuel Truck or Drivers (exclude Teamster or delivery), Heaters, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps, Revinus Widener, Steam Boilers (if manning or license by local law is required), Steam Cleaner (when used for cleaning equipment on the job site), Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building:

| | |
|----------------------|------------|
| Per hour: | 07/01/2020 |
| Class A | \$ 37.86 |
| Class B | 33.38 |
| Crane(Up to 60 Tons) | 40.86 |
| " (61 to 199 Tons) | 41.36 |
| " (200 to 399 Tons) | 41.86 |
| " (400 Tons or more) | 42.36 |

Additional \$5.00/hr. for Any Tower Crane

Additional \$2.50/hr. for Hazardous Work Site

Additional \$1.00/hr. for Tunnel Work

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 30.70**

**Note: For Overtime Hours \$22.50 of this amount is paid a straight time, the remaining balance of \$8.20 is paid at the same premium as the wage.

OVERTIME PAY

See (B, E, *E2, P, **V) on OVERTIME PAGE

* Only Saturdays between October 15th and April 15th.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1 year Terms

| | | | |
|---------|---------|---------|---------|
| 1st | 2nd | 3rd | 4th |
| \$27.70 | \$28.59 | \$29.47 | \$30.31 |

Supplemental benefits Per Hour:

All Apprentices \$29.80**

**Note: For Overtime Hours \$22.50 of this amount to be paid a straight time rate remaining balance of \$7.30 is paid at same premium as the wage.

12-17b

Operating Engineer - Heavy&Highway

01/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Asphalt Curb and Cutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe (all), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (pipe), Bituminous Spreader and Mixer, Blacktop Plant (all), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck, Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all Concrete Batching Plants), Cherry Picker, Concrete Cleaning Decontamination Machine, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Mixer (over 1/2 cu. yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Concrete Saw (self propelled), Conveyor, Convoing Vehicles Convoing Engineer's Equipment, Core Drill, Crane, Crusher, Decontamination of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Gradall, Grader, Grout or Guniting Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self propelled), Hydraulic Pipe Jack Machine, (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type Loaders), Laser Screed, Locomotive, Log Skidder (similar type), Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Overhead Crane, Parts Chasing, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Post Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equivalent), Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (Pipe), Rotomill, Scoopmobile, Shovel, Side Boom, Skidsteer/Bobcat (similar type), Skimmer, Slip Form Paver (CMI or similar, first and second operator), Snorkel/Vacuum Truck, Strato-Tower, Tire Truck & Repair, Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractors (when using winch power), Trencher, Truck Crane, Tug Boats, Tunnel Shovel, Tube Finisher (CMI and similar), Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Waterjet Cutting Tool System Operator/Mechanic (Ultra High Pressure), Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors: any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines (four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Fuel Truck, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps (4" or over), Revinus Widener, Steam Cleaner, Stump Chipping Machine, Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Heavy/Highway, Sewer/Water, Tunnel:

| | |
|------------------------|------------|
| Per hour: | 07/01/2020 |
| Class A | \$ 39.89 |
| Class B | 35.39 |
| Crane(boom over 100ft) | 40.64 |
| " (boom over 200ft) | 40.89 |
| " (boom over 300ft) | 41.39 |

Additional \$3.00/hr. for Lattice Boom
Additional \$3.00/hr. for Hydraulic Crane over 60 tons
Additional \$2.50/hr. for Hazardous Work Site
Additional \$1.00/hr. for Tunnel Work
Additional \$3.00/hr. for Mandated Off-Shift Work

SUPPLEMENTAL BENEFITS

Per hour:

Journeymen \$ 32.01*

*Note: For Overtime Hours \$24.31 of the amount paid at straight time, the remaining balance of \$7.70 is paid at the same premium as the wage.

OVERTIME PAY

See (B, E, Q, T, *V) on OVERTIME PAGE

HOLIDAY

Paid: See (*5, **6) on HOLIDAY PAGE
Overtime: See (***5, ****6) on HOLIDAY PAGE

*, ** NOTE: If Holiday falls on a Sunday it will be celebrated on Monday

, * NOTE: If employee works that Monday use "T" under Overtime Pay.

REGISTERED APPRENTICES

Wages per hour:

Apprentices at 1 year terms

| | | | |
|---------|---------|---------|---------|
| 1st | 2nd | 3rd | 4th |
| \$32.39 | \$33.39 | \$34.39 | \$35.39 |

Supplemental Benefits

All Apprentices \$31.61*

Note: For Overtime Hours \$24.31 of this amount is paid at straight time , the remaining balance of \$7.30 is paid at the same premium as the wage.

12-17 hh/sw/t

Operating Engineer - Marine Dredging

01/01/2021

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

| Per Hour: | 07/01/2020 | 10/01/2020 |
|---|--|------------|
| CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more. | \$ 40.31 | \$ 41.42 |
| CLASS A2 Crane Operator (360 swing) | 35.92 | 36.91 |
| CLASS B Dozer, Front Loader Operator on Land | To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits. | |
| CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator | 34.86 | 35.82 |
| CLASS B2 Certified Welder | 32.82 | 33.72 |
| CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer | 31.92 | 32.80 |
| CLASS C2 Boat Operator | 30.89 | 31.74 |
| CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor | 25.66 | 26.37 |

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

| | 07/01/2020 | 10/01/2020 |
|-------------------|---|---|
| All Classes A & B | \$11.58 plus 7.5% of straight time wage, Overtime hours | \$11.98 plus 8% of straight time wage, Overtime hours |

| | | |
|-------------|--|--|
| | add \$ 0.63 | add \$ 0.63 |
| All Class C | \$11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.48 | 11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48 |
| All Class D | \$10.98 plus 7.5% of straight time wage, Overtime hours add \$ 0.33 | 11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33 |

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew

01/01/2021

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

These rates apply to Building and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2020

| | |
|-------------------|----------|
| Party Chief | \$ 42.64 |
| Instrument Person | 40.20 |
| Rod Person | 27.78 |

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

| | |
|------------|----------|
| Journeyman | \$ 27.80 |
|------------|----------|

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Person wage:

07/01/2020

| | |
|---------------|-----|
| 0-1000 Hrs | 60% |
| 1001-2000 Hrs | 70% |
| 2001-3000 Hrs | 80% |

SUPPLEMENTAL BENEFITS per hour worked:

| | |
|---------------|----------|
| 0-1000 Hrs | \$ 16.62 |
| 1001-2000 Hrs | 19.40 |
| 2001-3000 Hrs | 22.17 |

12-17D Sur

Operating Engineer - Survey Crew - Consulting Engineer**01/01/2021**

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer**DISTRICT** 12**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line of grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2020

| | |
|-------------------|----------|
| Party Chief | \$ 42.64 |
| Instrument Person | 40.20 |
| Rod Person | 27.78 |

SUPPLEMENTAL BENEFITS

Per hour worked:

| | |
|------------|----------|
| Journeyman | \$ 27.80 |
|------------|----------|

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2020

| | |
|-----------|-----|
| 0-1000 | 60% |
| 1001-2000 | 70% |
| 2001-3000 | 80% |

SUPPLEMENTAL BENEFITS per hour worked:

| | |
|-----------|----------|
| 0-1000 | \$ 16.62 |
| 1001-2000 | 19.40 |
| 2001-3000 | 22.17 |

12-17D Con Eng

Painter**01/01/2021**

JOB DESCRIPTION Painter**DISTRICT** 3**ENTIRE COUNTIES**

Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.

Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.

Livingston: Only the Townships of North Dansville, Nunda, Ossian, Portage, Sparta, Spring Water and West Sparta.

Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville, Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES

| Per hour: | 07/01/2020 | 05/01/2021 Additional |
|------------------------------|------------|--------------------------|
| Basic Rate (Brush & Roll) | \$ 27.25 | \$ 1.00 |
| Spray painting, wallcovering | 27.25 | 1.00 |
| Abrasive and hydroblasting | 27.25 | 1.00 |
| Taping/DryWall Finisher | 27.75 | 1.00 |
| Skeleton Steel* | 28.00 | 1.00 |

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks, cranes and the abatement of coatings with lead, asbestos and/or arsenic, etc. All work within the confines of a plant shall be paid the skeleton steel rate (except in-plant tank work (see Tank Rate)).

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 25.54

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Painter/Decorator: 750 hour terms at the following percentage of Journeyman's Basic wage rate:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 50% | 55% | 60% | 65% | 70% | 75% | 80% | 90% |

Taper/Drywall Finisher: 750 hour terms at the following percentage of Journeyman's Taper wage:

| 1st | 2nd | 3rd | 4th | 5th | 6th |
|-----|-----|-----|-----|-----|-----|
| 50% | 55% | 60% | 65% | 75% | 85% |

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|---------|---------|---------|---------|---------|---------|---------|---------|
| \$ 2.35 | \$ 4.35 | \$ 5.35 | \$ 5.85 | \$ 6.35 | \$ 6.85 | \$ 7.35 | \$ 7.60 |

3-4-Buf, Nia, Olean

Painter

01/01/2021

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, 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: | 07/01/2020 | 05/01/2021 Additional |
|-----------|------------|--------------------------|
| Bridge | \$ 39.20 | \$ 1.00 |
| Tunnel | 39.20 | 1.00 |
| Tank* | 37.20 | 1.00 |

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

Note an additional \$1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 29.00

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage rate:

| 1st | 2nd | 3rd | 4th | 5th | 6th |
|-----|-----|-----|-----|-----|-----|
| 50% | 55% | 60% | 65% | 75% | 85% |

Supplemental benefits per hour:

| | |
|-----------------|---------|
| 1st & 2nd terms | \$ 5.50 |
| 3rd & 4th terms | 5.50 |
| 5th & 6th terms | 6.50 |

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

01/01/2021

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

07/01/2020

| | |
|------------------|----------|
| Metal Polisher | \$ 36.33 |
| Metal Polisher* | 37.43 |
| Metal Polisher** | 40.33 |

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Journeyworker:

All classification \$ 9.94

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

07/01/2020

| | |
|----------|----------|
| 1st year | \$ 16.00 |
| 2nd year | 17.00 |
| 3rd year | 18.00 |

| | |
|------------|----------|
| 1st year* | \$ 16.39 |
| 2nd year* | 17.44 |
| 3rd year* | 18.54 |
| 1st year** | \$ 18.50 |
| 2nd year** | 19.50 |
| 3rd year** | 20.50 |

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

| | |
|----------|---------|
| 1st year | \$ 6.69 |
| 2nd year | 6.69 |
| 3rd year | 6.69 |

8-8A/28A-MP

Plumber

01/01/2021

JOB DESCRIPTION Plumber

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara, Wyoming

PARTIAL COUNTIES

Allegany: Only the Townships of Allen, Angelica, Belfast, Caneadea, Centerville, Granger, Hume, New Hudson and Rushford

Cattaraugus: Only the Townships of Ashford, Dayton, East Otto, Ellicottville, Farmersville, Franklinville, Freedom, Leon, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.

Chautauqua: Only the Townships of Arkwright, Charlotte, Cherry Creek, Dunkirk, Hanover, Pomfret, Portland, Ripley, Sheridan, Stockton, Villenova, Westfield, City of Dunkirk and Village of Fredonia.

Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.

Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour: 07/01/2020

| | |
|-------------|----------|
| Plumber | \$ 36.63 |
| Steamfitter | \$ 36.63 |

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 26.43

Note - \$3.60 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

See (*B, **E, Q) on OVERTIME PAGE

* Double time after 11 hours per day on Weekdays.

** Double time after 10 hours per day on Saturday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

| | | | | |
|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th |
| 45% | 55% | 65% | 75% | 90% |

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

Supplemental benefits per hour:

\$ 21.80

Note - \$3.60 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

Roofer

01/01/2021

JOB DESCRIPTION Roofer

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

| Per hour: | 07/01/2020 | 06/01/2021 Additional |
|-----------------------|------------|--------------------------|
| Asbestos Removal | \$ 32.96 | \$ 1.00 |
| Slate, Tile | 30.11 | 1.00 |
| Precast tile / slabs | 30.11 | 1.00 |
| Crete / gypsum planks | 30.11 | 1.00 |
| Damp and waterproofer | 29.96 | 1.00 |
| Composition, spayers, | 29.96 | 1.00 |
| Asphalt mastic, | 29.96 | 1.00 |
| Steep roofers | 29.96 | 1.00 |

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

15.0% for work from 4:30PM - 1:00AM or second shift

20.0% for work from 12:30AM - 9:00AM or third shift

SUPPLEMENTAL BENEFITS

Per hour:
\$ 23.01

OVERTIME PAY

See (B, *E, **E2, Q) on OVERTIME PAGE

* and ** Double time after 8 hours on Saturday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

| | | | | | | | |
|----------|--------|---------|---------|---------|---------|---------|---------|
| 0 to 499 | to 999 | to 1499 | to 1999 | to 2499 | to 2999 | to 3499 | to 4499 |
| 60% | 65% | 70% | 75% | 80% | 85% | 90% | 95% |

Supplemental benefits per hour:

| | | | | | | | |
|----------|---------|----------|----------|----------|----------|----------|----------|
| 0 to 499 | to 999 | to 1499 | to 1999 | to 2499 | to 2999 | to 3499 | to 4499 |
| \$ 8.21 | \$ 8.21 | \$ 12.34 | \$ 12.54 | \$ 20.32 | \$ 20.99 | \$ 21.66 | \$ 22.34 |

3-74

Sheetmetal Worker

01/01/2021

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

| Per hour: | 07/01/2020 | 06/01/2021 Additional |
|--------------------|------------|--------------------------|
| Sheet Metal Worker | \$ 35.00 | \$ 1.25 |

Additional \$0.50 per hour for work more than 30" above floor on boatswain chair.

Additional \$1.00 per hour for work in "Hot" areas of atomic laboratories, atomic plants, or any premises where radio-active materials are stored or handled and personal protective equipment is required.

Additional \$1.00 per hour for work when required to have 40-hour HAZMAT training or the use of OSHA compliant respirator is required.

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

Shift Premium per hour:

| | |
|--------------|---------|
| Second Shift | \$ 3.25 |
| Third Shift | \$ 5.00 |

SUPPLEMENTAL BENEFITS

Per hour:
\$ 26.22*

* Note - \$16.52 of this amount must be paid at the same premium as the wages per overtime hours.

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

| | |
|----------|----------|
| 1st term | \$ 15.75 |
| 2nd term | 20.50 |
| 3rd term | 21.95 |
| 4th term | 26.30 |
| 5th term | 29.20 |

Supplemental benefits per hour:

| | | |
|----------|----------|---|
| 1st term | \$ 15.59 | Note - \$7.89 of this amount must be paid at the same premium as the wage. |
| 2nd term | 18.59 | Note - \$10.89 of this amount must be paid at the same premium as the wage. |
| 3rd term | 23.52 | Note - \$13.82 of this amount must be paid at the same premium as the wage. |
| 4th term | 24.42 | Note - \$14.72 of this amount must be paid at the same premium as the wage. |
| 5th term | 25.02 | Note - \$15.32 of this amount must be paid at the same premium as the wage. |

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply;

Shift Premium per hour:

Second Shift

| | |
|----------|---------|
| 1st term | \$ 1.46 |
| 2nd term | \$ 1.63 |
| 3rd term | \$ 1.79 |
| 4th term | \$ 2.28 |
| 5th term | \$ 2.60 |

Third Shift

| | |
|----------|---------|
| 1st term | \$ 2.25 |
| 2nd term | \$ 2.50 |
| 3rd term | \$ 2.75 |
| 4th term | \$ 3.50 |
| 5th term | \$ 4.00 |

3-71

Sprinkler Fitter

01/01/2021

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES

| | |
|-----------|------------|
| Per hour | 07/01/2020 |
| Sprinkler | \$ 35.01 |
| Fitter | |

SUPPLEMENTAL BENEFITS

Per hour

| | |
|----------------|----------|
| Journey person | \$ 26.62 |
|----------------|----------|

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following percentage of journeyperson's wage.

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 16.94 | \$ 18.82 | \$ 20.44 | \$ 22.31 | \$ 24.18 | \$ 26.05 | \$ 27.92 | \$ 29.79 | \$ 31.67 | \$ 33.54 |

Supplemental Benefits per hour

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 8.27 | \$ 8.27 | \$ 18.70 | \$ 18.70 | \$ 18.95 | \$ 18.95 | \$ 18.95 | \$ 18.95 | \$ 18.95 | \$ 18.95 |
| 1-669 | | | | | | | | | |

| | |
|--|-------------------|
| Teamster - Building / Heavy&Highway | 01/01/2021 |
|--|-------------------|

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Genesee: Only in the Townships of Alabama, Darien and Pembroke.

Orleans: Only the Townships of Ridgeway, Shelby and Yates.

Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

WAGES

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP 2: Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP 3: Semi-Trailers, Low-Boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks

GROUP 4: Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP 5: Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour: 07/01/2020

All GROUPS \$ 39.72

Add \$2.00 when required to use personal protection when performing hazardous waste removal work.

An additional \$3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 14.68*

*Note - Only \$ 6.79 per hour needs to be paid for overtime hours.

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

3-449

| | |
|--|-------------------|
| Teamster - Building / Heavy&Highway | 01/01/2021 |
|--|-------------------|

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

WAGES

Per hour: 07/01/2020

Dump Truck Operator* \$ 23.25

*Does not include Single Axle Dump Trucks (see Teamster Group 1).

*Does not include Off-highway Dump Trucks (see Teamster Groups 2-5).

SUPPLEMENTAL BENEFITS

Per hour:

\$ 1.59

OVERTIME PAY

See (B, B2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

3-449d-DT

Welder

01/01/2021

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2020

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

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

Telephone:()

Fax: ()

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

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

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

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

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

10. Name and Title of Requester

Signature



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

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

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

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

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

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

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

NYSDOL Bureau of Public Work Debarment List 01/13/2021

Article 8

| AGENCY | Fiscal Officer | FEIN | EMPLOYER NAME | EMPLOYER DBA NAME | ADDRESS | DEBARMENT START DATE | DEBARMENT END DATE |
|--------|----------------|-----------|--|----------------------------|--|----------------------|--------------------|
| DOL | NYC | *****9839 | A.J.S. PROJECT MANAGEMENT, INC. | | 149 FIFTH AVENUE NEW YORK NY 10010 | 12/29/2016 | 12/29/2021 |
| DOL | DOL | *****4018 | ADIRONDACK BUILDING RESTORATION INC. | | 4156 WILSON ROAD EAST TABERG NY 13471 | 03/26/2019 | 03/26/2024 |
| DOL | AG | *****1812 | ADVANCED BUILDERS & LAND DEVELOPMENT, INC. | | 400 OSER AVE #2300HAUPPAUGE NY 11788 | 09/11/2019 | 09/11/2024 |
| DOL | DOL | *****1687 | ADVANCED SAFETY SPRINKLER INC | | 261 MILL ROAD P.O BOX 296EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | NYC | *****6775 | ADVENTURE MASONRY CORP. | | 1535 RICHMOND AVENUE STATEN ISLAND NY 10314 | 12/13/2017 | 12/13/2022 |
| DOL | NYC | | AGOSTINHO TOME | | 405 BARRETTO ST BRONX NY 10474 | 05/31/2018 | 05/31/2023 |
| DOL | DOL | | AJ TORCHIA | | 10153 ROBERTS RD SAUQUOIT NY 13456 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | | AMADEO J TORCHIA | TORCHIA'S HOME IMPROVEMENT | 10153 ROBERTS RD SAUQUOIT NY 13456 | 08/09/2016 | 08/09/2021 |
| DOL | NYC | | AMJAD NAZIR | | 2366 61ST ST BROOKLYN NY 11204 | 12/15/2016 | 12/15/2021 |
| DOL | DOL | | ANGELO F COKER | | 2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | ANGELO F COKER | | 2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | | ANITA SALERNO | | 158 SOLAR ST SYRACUSE NY 13204 | 01/07/2019 | 01/07/2024 |
| DOL | NYC | | ANTHONY J SCLAFANI | | 149 FIFTH AVE NEW YORK NY 10010 | 12/29/2016 | 12/29/2021 |
| DOL | DOL | | ANTHONY PERGOLA | | 3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | | ANTONIO ESTIVEZ | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | ARNOLD A. PAOLINI | | 1250 BROADWAY ST BUFFALO NY 14212 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | | ARSHAD MEHMOOD | | 168-42 88TH AVENUE JAMAICA NY 11432 | 11/20/2019 | 11/20/2024 |
| DOL | DOL | | ARVINDER ATWAL | | 65 KENNETH PLACE NEW HYDE PARK NY 11040 | 07/19/2017 | 07/19/2022 |
| DOL | NYC | *****6683 | ATLAS RESTORATION CORP. | | 35-12 19TH AVENUE ASTORIA NY 11105 | 08/02/2017 | 08/02/2022 |
| DOL | NYC | *****5532 | ATWAL MECHANICALS, INC | | 65 KENNETH PLACE NEW HYDE PARK NY 11040 | 07/19/2017 | 07/19/2022 |
| DOL | NYC | *****2591 | AVI 212 INC. | | 260 CROSEY AVENUE APT 11GBROOKLYN NY 11214 | 10/30/2018 | 10/30/2023 |
| DOL | NYC | | AZIDABEGUM | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | | BALWINDER SINGH | | 421 HUDSON ST SUITE C5NEW YORK NY 10014 | 02/20/2019 | 02/20/2024 |
| DOL | NYC | *****3915 | BEACON RESTORATION INC | | SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462 | 04/21/2016 | 04/21/2021 |
| DOL | NYC | *****8416 | BEAM CONSTRUCTION, INC. | | 50 MAIN ST WHITE PLAINS NY 10606 | 01/04/2019 | 01/04/2024 |
| DOL | DOL | | BIAGIO CANTISANI | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****4512 | BOB BRUNO EXCAVATING, INC | | 5 MORNINGSIDE DR AUBURN NY 13021 | 05/28/2019 | 05/28/2024 |
| DOL | DOL | | BOGDAN MARKOVSKI | | 370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601 | 02/11/2019 | 02/11/2024 |
| DOL | DOL | *****8551 | BRANDY'S MASONRY | | 216 WESTBROOK STREET P O BOX 304SAYRE PA 18840 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | *****1449 | BRRESTORATION NY INC | | 140 ARCADIA AVENUE OSWEGO NY 13126 | 09/12/2016 | 09/12/2021 |
| DOL | DOL | | BRUCE MORSEY | | C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776 | 01/15/2016 | 01/15/2021 |
| DOL | DOL | | BRUCE P. NASH JR. | | 5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | *****0225 | C&D LAFACE CONSTRUCTION, INC. | | 8531 OSWEGO RD BALDWINVILLE NY 13027 | 02/03/2020 | 01/09/2023 |
| DOL | DOL | *****8809 | C.B.E. CONTRACTING CORPORATION | | 310 MCGUINNESS BLVD GREENPOINT NY 11222 | 03/07/2017 | 03/07/2022 |

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| DOL | DOL | *****9383 | C.C. PAVING AND EXCAVATING, INC. | | 2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****9383 | C.C. PAVING AND EXCAVATING, INC. | | 2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | NYC | | CALVIN WALTERS | | 465 EAST THIRD ST MT. VERNON NY 10550 | 09/09/2019 | 09/09/2024 |
| DOL | DOL | | CANTISANI & ASSOCIATES LTD | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CANTISANI HOLDING LLC | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARIBBEAN POOLS | | C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904 | 02/04/2016 | 02/04/2021 |
| DOL | DOL | | CARMEN RACHETTA | | 8531 OSWEGO RD BALDWINVILLE NY 13027 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | | CARMENA RACHETTA | | 8531 OSWEGO ROAD BALDWINVILLE NY 13027 | 02/03/2020 | 01/09/2023 |
| DOL | DOL | *****3812 | CARMODY "2" INC | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****1143 | CARMODY BUILDING CORP | CARMODY CONTRACTING AND CARMODY CONTRACTING CORP. | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY CONCRETE CORPORATION | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY ENTERPRISES, LTD. | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY INC | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****3812 | CARMODY INDUSTRIES INC | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY MAINTENANCE CORPORATION | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | CARMODY MASONRY CORP | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****8809 | CBE CONTRACTING CORP | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | AG | | CESAR J. AGUDELO | | 81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372 | 02/07/2018 | 02/07/2023 |
| DOL | DOL | | CHARLES ZIMMER JR | | 216 WESTBROOK STREET P O BOX 304SAYRE PA 18840 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | | CHRISTOPHER J MAINI | | 19 CAITLIN AVE JAMESTOWN NY 14701 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | | CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****1927 | CONSTRUCTION PARTS WAREHOUSE, INC. | CPW | 5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057 | 09/12/2018 | 09/12/2023 |
| DOL | NYC | *****2164 | CREATIVE TRUCKING INC | | 58-83 54TH STREET MASPETH NY 11378 | 02/26/2016 | 02/26/2021 |
| DOL | DOL | *****2524 | CSI ELECTRICAL & MECHANICAL INC | | 42-32 235TH ST DOUGLSTON NY 11363 | 01/14/2019 | 01/14/2024 |
| DOL | DOL | *****7761 | D L MALARKEY CONSTRUCTION | | 64 VICTORIA DRIVE BINGHAMTON NY 13904 | 02/04/2016 | 02/04/2021 |
| DOL | DOL | *****7888 | D L MALARKEY CONSTRUCTION INC | | 64 VICTORIA DRIVE BINGHAMTON NY 13904 | 02/04/2016 | 02/04/2021 |
| DOL | DOL | *****5629 | DAKA PLUMBING AND HEATING LLC | | 2561 ROUTE 55 POUGHQUAG NY 12570 | 02/19/2016 | 02/19/2021 |
| DOL | NYC | | DALJIT KAUR BOPARAI | | 185-06 56TH AVE FRESH MEADOW NY 11365 | 10/17/2017 | 10/17/2022 |
| DOL | DOL | | DANICA IVANOSKI | | 61 WILLETT ST. PASSAIC NJ 07503 | 10/26/2016 | 10/26/2021 |
| DOL | DOL | | DARIAN L COKER | | 2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | DARIAN L COKER | | 2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | | DAVID MARTINEZ | | C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746 | 03/08/2016 | 03/08/2021 |
| DOL | NYC | | DAVID WEINER | | 14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306 | 11/14/2019 | 11/14/2024 |

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| DOL | DOL | | DEBBIE STURDEVANT | | 29 MAPLEWOOD DRIVE BINGHAMTON NY 13901 | 02/21/2017 | 02/21/2022 |
| DOL | AG | | DEBRA MARTINEZ | | 31 BAY ST BROOKLYN NY 11231 | 03/28/2018 | 03/28/2023 |
| DOL | DOL | | DEDA GAZIVODAN | | C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570 | 02/19/2016 | 02/19/2021 |
| DOL | DOL | | DELPHI PAINTING & DECORATING CO INC | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | | DENNIS SCHWANDTNER | | C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | | DF CONTRACTORS OF ROCHESTER, INC. | | 1835 DAANSEN RD. PALMYRA NY 14522 | 05/16/2017 | 05/16/2022 |
| DOL | DOL | | DF CONTRACTORS, INC. | | 1835 DAANSEN RD. PALMYRA NY 14522 | 05/16/2017 | 05/16/2022 |
| DOL | NYC | | DIMITRIOS TSOUMAS | | 35-12 19TH AVENUE ASTORIA NY 11105 | 08/02/2017 | 08/02/2022 |
| DOL | DOL | | DOMENICO LAFACE | | 8531 OSWEGO RD BALDWINVILLE NY 13027 | 02/03/2020 | 01/09/2023 |
| DOL | DOL | *****3242 | DONALD R. FORSAY | DF LAWN SERVICE | 1835 DAANSEN RD. PALMYRA NY 14522 | 05/16/2017 | 05/16/2022 |
| DOL | DOL | | DONALD R. FORSAY | | 1835 DAANSEN RD. PALMYRA NY 14522 | 05/16/2017 | 05/16/2022 |
| DOL | NYC | *****7404 | DOSANJH CONSTRUCTION CORP | | 9439 212TH STREET QUEENS VILLAGE NY 11428 | 02/25/2016 | 02/25/2021 |
| DOL | DOL | | DOUGLAS L MALARKEY | MALARKEY CONSTRUCTI ON | 64 VICTORIA DRIVE B INGHAMTON NY 13904 | 02/04/2016 | 02/04/2021 |
| DOL | NYC | | DUARTE LOPES | | 66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374 | 04/20/2017 | 04/20/2022 |
| DOL | DOL | *****5175 | EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC | | 11371 RIDGE RD WOLCOTT NY 14590 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | | EAST COAST PAVING | | 2238 BAKER RD GILLET PA 16923 | 03/12/2018 | 03/12/2023 |
| DOL | NYC | *****4269 | EAST PORT EXCAVATION & UTILITIES | | 601 PORTION RD RONKONKOMA NY 11779 | 11/18/2016 | 11/18/2021 |
| DOL | DOL | *****0780 | EMES HEATING & PLUMBING CONTR | | 5 EMES LANE MONSEY NY 10952 | 01/20/2002 | 01/20/3002 |
| DOL | DOL | *****3270 | EMPIRE TILE INC | | 6 TREMONT COURT HUNTINGTON STATION NY 11746 | 03/08/2016 | 03/08/2021 |
| DOL | NYC | *****5917 | EPOCH ELECTRICAL, INC | | 97-18 50TH AVE CORONA NY 11368 | 04/19/2018 | 04/19/2024 |
| DOL | DOL | *****7403 | F & B PAINTING CONTRACTING INC | | 2 PARKVIEW AVENUE HARRISON NY 10604 | 09/26/2016 | 09/26/2021 |
| DOL | DOL | | FAIGY LOWINGER | | 11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950 | 03/20/2019 | 03/20/2024 |
| DOL | DOL | | FRANK BENEDETTO | | 19 CATLIN AVE JAMESTOWN NY 14701 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | | FRANK BENEDETTO | | C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604 | 09/26/2016 | 09/26/2021 |
| DOL | DOL | *****4722 | FRANK BENEDETTO AND CHRISTOPHER J MAINI | B & M CONCRETE | 19 CAITLIN AVE JAMESTOWN NY 14701 | 09/17/2018 | 09/17/2023 |
| DOL | NYC | | FRANK MAINI | | 1766 FRONT ST YORKTOWN HEIGHTS NY 10598 | 01/17/2018 | 01/17/2023 |
| DOL | NYC | *****6616 | G & G MECHANICAL ENTERPRISES, LLC. | | 1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554 | 11/29/2019 | 11/29/2024 |
| DOL | DOL | | GABRIEL FRASSETTI | | | 04/10/2019 | 04/10/2024 |
| DOL | DOL | | GALINDA ROTENBERG | | C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365 | 06/24/2016 | 06/24/2021 |
| DOL | DOL | | GEOFF CORLETT | | 415 FLAGGER AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |
| DOL | DA | | GEORGE LUCEY | | 150 KINGS STREET BROOKLYN NY 11231 | 01/19/1998 | 01/19/2998 |
| DOL | DOL | | GIGI SCHNECKENBURGER | | 261 MILL RD EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | DOL | | GIOVANNI LAFACE | | 8531 OSWEGO RD BALDWINVILLE NY 13027 | 02/03/2020 | 01/09/2023 |

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| DOL | NYC | ****3164 | GLOBE GATES INC | GLOBAL OVERHEAD DOORS | 405 BARRETTO ST BRONX NY 10474 | 05/31/2018 | 05/31/2023 |
| DOL | DOL | ****5674 | GMDV TRANS INC | | 67-48 182ND STREET FRESH MEADOWS NY 11365 | 06/24/2016 | 06/24/2021 |
| DOL | NYC | | GREAT ESTATE CONSTRUCTION, INC. | | 327 STAGG ST BROOKLYN NY 11206 | 10/10/2017 | 10/10/2022 |
| DOL | DOL | | GREGORY S. OLSON | | P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | DOL | | HANS RATH | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | | HARMEL SINGH | | 15 CLINTON LANE HICKSVILLE NY 11801 | 02/25/2016 | 02/25/2021 |
| DOL | NYC | | HAROLD KUEMMEL | | 58-83 54TH STREET MASPETH NY 11378 | 02/26/2016 | 02/26/2021 |
| DOL | NYC | ****3228 | HEIGHTS ELEVATOR CORP. | | 1766 FRONT ST YORKTOWN HEIGHTS NY 10598 | 01/17/2018 | 01/17/2023 |
| DOL | DOL | ****5131 | INTEGRITY MASONRY, INC. | M&R CONCRETE | 722 8TH AVE WATERVLIET NY 12189 | 06/05/2018 | 06/05/2023 |
| DOL | DOL | | IRENE KASELIS | | 32 PENNINGTON AVE WALDWICK NJ 07463 | 05/30/2019 | 05/30/2024 |
| DOL | AG | | J A M CONSTRUCTION CORP | | SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457 | 04/07/2016 | 04/07/2021 |
| DOL | DOL | | J.A. HIRES CADWALLADER | | P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | DOL | | JAMES C. DELGIACCO | | 722 8TH AVE WATERVLIET NY 12189 | 06/05/2018 | 06/05/2023 |
| DOL | AG | | JAMES FALCONE | | SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457 | 04/07/2016 | 04/07/2021 |
| DOL | DOL | | JAMES LIACONE | | 9365 WASHINGTON ST LOCKPORT IL 60441 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | | JAMES RACHEL | | 9365 WASHINGTON ST LOCKPORT IL 60441 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | | JASON W MILLIMAN | | C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468 | 02/19/2016 | 02/19/2021 |
| DOL | DOL | ****5368 | JCH MASONRY & LANDSCAPING INC. | | 35 CLINTON AVE OSSINING NY 10562 | 09/12/2018 | 09/12/2023 |
| DOL | NYC | | JENNIFER GUERRERO | | 1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554 | 11/29/2019 | 11/29/2024 |
| DOL | DOL | | JESSICA WHITESIDE | | C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126 | 09/12/2016 | 09/12/2021 |
| DOL | AG | | JOHN ANTHONY MASSINO | | 36-49 204TH STREET BAYSIDE NY 11372 | 02/07/2018 | 02/07/2023 |
| DOL | DOL | | JOHN F. CADWALLADER | | 200 LATTA BROOK PARK HORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | DOL | ****4612 | JOHN F. CADWALLADER, INC. | THE GLASS COMPANY | P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | DOL | | JOHN GOCEK | | 14B COMMERCIAL AVE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | AG | ****0600 | JOHNCO CONTRACTING, INC. | | 36-49 204TH STREET BAYSIDE NY 11372 | 02/07/2018 | 02/07/2023 |
| DOL | DOL | | JON E DEYOUNG | | 261 MILL RD P.O BOX 296EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | DOL | | JORI PEDERSEN | | 415 FLAGER AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |
| DOL | DOL | | JOSE CHUCHUCA | | 35 CLINTON AVE OSSINING NY 10562 | 09/12/2018 | 09/12/2023 |
| DOL | AG | | JOSEPH FALCONE | | SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457 | 04/07/2016 | 04/07/2021 |
| DOL | NYC | | JOSEPH FOLEY | | 66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374 | 04/20/2017 | 04/20/2022 |
| DOL | DOL | ****9273 | JOSEPH M LOVETRO | | P O BOX 812 BUFFALO NY 14220 | 08/09/2016 | 08/09/2021 |

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| DOL | NYC | | JOSEPH MARTINO | | 1535 RICHMOND AVENUE STATEN ISLAND NY 10314 | 12/13/2017 | 12/13/2022 |
| DOL | DOL | | JOY MARTIN | | 2404 DELAWARE AVE NIGARA FALLS NY 14305 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | | JULIUS AND GITA BEHREND | | 5 EMES LANE MONSEY NY 10952 | 11/20/2002 | 11/20/3002 |
| DOL | DOL | *****5062 | K R F SITE DEVELOPMENT INC | | 375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579 | 01/23/2017 | 01/23/2022 |
| DOL | NYC | | K.S. CONTRACTING CORP. | | 29 PHILLIP DRIVE PARSIPPANY NJ 07054 | 02/13/2017 | 02/13/2022 |
| DOL | DOL | | KARIN MANGIN | | 796 PHELPS ROAD FRANKLIN LAKES NJ 07417 | 12/01/2020 | 12/01/2025 |
| DOL | DOL | | KATIE BURDICK | | 2238 BAKER RD GILLET PA 16923 | 03/12/2018 | 03/12/2023 |
| DOL | DOL | | KENNETH FIORENTINO | | 375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | *****9732 | KENT HOLLOW SIDING LLC | | 29A BRIDGE STREET NEW MILFORD CT 06776 | 01/15/2016 | 01/15/2021 |
| DOL | DOL | *****3490 | L & M CONSTRUCTION/DRYWALL INC. | | 1079 YONKERS AVE YONKERS NY 10704 | 08/07/2018 | 08/07/2023 |
| DOL | DA | *****8816 | LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION | | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | AG | *****4643 | LALO DRYWALL, INC. | | 221 OLD FORD ROAD NEW PLATZ NY 12561 | 05/20/2016 | 05/20/2021 |
| DOL | DOL | *****4505 | LARAPINTA ASSOCIATES INC | | 29 MAPLEWOOD DRIVE BINGHAMTON NY 13901 | 02/21/2017 | 02/21/2022 |
| DOL | DOL | | LAVERN GLAVE | | 161 ROBYN RD MONROE NY 10950 | 01/30/2018 | 01/30/2023 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 06/24/2016 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 06/24/2016 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 01/17/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | *****4388 | LEN.J CONSTRUCTION, LLC | | PO BOX 10007 ALBANY NY 12201 | 08/14/2017 | 09/19/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 09/19/2017 | 09/19/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 08/14/2017 | 08/14/2022 |
| DOL | DOL | | LEROY NELSON JR | | PO BOX 10007 ALBANY NY 12201 | 01/17/2017 | 09/19/2022 |
| DOL | DA | *****4460 | LONG ISLAND GLASS & STOREFRONTS, LLC | | 4 MANHASSET TRL RIDGE NY 11961 | 09/06/2018 | 09/06/2023 |
| DOL | AG | *****4216 | LOTUS-C CORP. | | 81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372 | 02/07/2018 | 02/07/2023 |
| DOL | NYC | | LUBOMIR PETER SVOBODA | | 27 HOUSMAN AVE STATEN ISLAND NY 10303 | 12/26/2019 | 12/26/2024 |
| DOL | AG | | LUIS MARTINEZ | LALO DRYWALL | 211 MAIN ST. NEW PALTZ NY 12561 | 05/20/2016 | 05/20/2021 |
| DOL | NYC | | M & L STEEL & ORNAMENTAL IRON CORP. | | 27 HOUSMAN AVE STATEN ISLAND NY 10303 | 12/26/2019 | 12/26/2024 |
| DOL | DOL | | M ANVER BEIG | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | DOL | | M. ANVER BEIG | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | DOL | *****1784 | MADISON AVE CONSTRUCTION CORP | | 39 PENNY STREET WEST ISLIP NY 11795 | 11/02/2016 | 11/02/2021 |

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| DOL | DOL | | MALARKEY'S BAR & GRILL LLC | | 64 VICTORIA DRIVE BINGHAMTON NY 13904 | 02/04/2016 | 02/04/2021 |
| DOL | DOL | *****0705 | MALARKEY'S PUB & GRUB LLC | | 64 VICTORIA DRIVE BINGHAMTON NY 13904 | 02/04/2016 | 02/04/2021 |
| DOL | DA | | MANUEL P TOBIO | | 150 KINGS STREET BROOKLYN NY 14444 | 08/19/1998 | 08/19/2998 |
| DOL | DA | | MANUEL TOBIO | | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | NYC | | MAREK FABIJANOWSKI | | 50 MAIN ST WHITE PLAINS NY 10606 | 01/04/2019 | 01/04/2024 |
| DOL | DOL | | MARIACHI'S PIZZERIA | | C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904 | 02/04/2016 | 02/04/2021 |
| DOL | NYC | | MARTINE ALTER | | 1010 NORTHERN BLVD. GREAT NECK NY 11021 | 03/09/2017 | 03/09/2022 |
| DOL | DOL | | MARVIN A STURDEVANT | | 29 MAPLEWOOD DRIVE BINGHAMTON NY 13901 | 02/21/2017 | 02/21/2022 |
| DOL | DOL | | MASONRY CONSTRUCTION, INC. | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****3333 | MASONRY INDUSTRIES, INC. | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | NYC | | MATINA KARAGIANNIS | | 97-18 50TH AVE CORONA NY 11368 | 04/19/2018 | 04/19/2023 |
| DOL | DOL | | MATTHEW P. KILGORE | | 4156 WILSON ROAD EAST TABERG NY 13471 | 03/26/2019 | 03/26/2024 |
| DOL | DOL | | MAURICE GAWENO | | 442 ARMONK RD MOUNT KISCO NY 10549 | 06/12/2018 | 06/12/2023 |
| DOL | DOL | *****6416 | MCCALL MASONRY | | P O BOX 304 SAYRE PA 18840 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | | MCLEAN "MIKKI BEANE" | | 1229 JAMES STREET SYRACUSE NY 13203 | 05/02/2017 | 05/02/2022 |
| DOL | DOL | | MCLEAN "MIKKI" DRAKE | | 1229 JAMES STREET SYRACUSE NY 13203 | 05/02/2017 | 05/02/2022 |
| DOL | DOL | | MCLEAN M DRAKE-BEANE | | 1229 JAMES STREET SYRACUSE NY 13203 | 05/02/2017 | 05/02/2022 |
| DOL | DOL | *****9445 | MCLEAN M WALSH | ELITE PROFESSIONAL PAINTING OF CNY | 1229 JAMES STREET SYRACUSE NY 13203 | 05/02/2017 | 05/02/2022 |
| DOL | DOL | *****9445 | MCLEAN M WALSH | ELITE PROFESSIONAL PAINTING OF CNY | 1229 JAMES STREET SYRACUSE NY 13203 | 05/02/2017 | 05/02/2022 |
| DOL | NYC | | MICHAEL HIRSCH | | C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956 | 01/28/2016 | 01/28/2021 |
| DOL | DOL | | MICHAEL LENIHAN | | 1079 YONKERS AVE UNIT 4YONKERS NY 10704 | 08/07/2018 | 08/07/2023 |
| DOL | AG | | MICHAEL RIGLIETTI | | 31 BAY ST BROOKLYN NY 11231 | 03/28/2018 | 03/28/2023 |
| DOL | DOL | *****4829 | MILESTONE ENVIRONMENTAL CORPORATION | | 704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751 | 04/10/2019 | 04/10/2024 |
| DOL | NYC | *****9926 | MILLENNIUM FIRE PROTECTION, LLC | | 325 W. 38TH STREET SUITE 204NEW YORK NY 10018 | 11/14/2019 | 11/14/2024 |
| DOL | NYC | *****0627 | MILLENNIUM FIRE SERVICES, LLC | | 14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306 | 11/14/2019 | 11/14/2024 |
| DOL | NYC | *****3826 | MOVING MAVEN OF NY, INC. | | 1010 NORTHERN BLVD. GREAT NECK NY 11021 | 03/09/2017 | 03/09/2022 |
| DOL | NYC | *****3550 | MOVING MAVEN, INC | | 1010 NORTHERN BLVD. GREAT NECK NY 11021 | 03/09/2017 | 03/09/2022 |
| DOL | AG | | MSR ELECTRICAL CONSTRUCTION CORP. | | 31 BAY ST BROOKLYN NY 11231 | 03/28/2018 | 03/28/2023 |
| DOL | DOL | | MUHAMMAD BEIG | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | DOL | | MUHAMMAD BEIG | | 142 EAST MARKET STREET LONG BEACH NY 11561 | 03/07/2017 | 03/07/2022 |
| DOL | NYC | | MUHAMMED A. HASHEM | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | *****3613 | MZM CORP | | 163 S MAIN STREET NEW CITY NY 10956 | 01/28/2016 | 01/28/2021 |
| DOL | DA | *****9786 | NATIONAL INSULATION & GC CORP | | 180 MILLER PLACE HICKSVILLE NY 11801 | 12/12/2018 | 12/12/2023 |

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| DOL | NYC | *****4839 | NEW YORK RIGGING CORP | | 58-83 54TH STREET MASPETH NY 11378 | 02/26/2016 | 02/26/2021 |
| DOL | NYC | | NICHOLAS FILIPAKIS | | 7113 FORT HAMILTON PARKWA BROOKLYN NY 11228 | 12/09/2016 | 12/09/2021 |
| DOL | DOL | *****7429 | NICOLAE I. BARBIR | BESTUCCO CONSTRUCTI ON, INC. | 444 SCHANTZ ROAD ALLENTOWN PA 18104 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****6966 | NORTH COUNTRY DRYWALL AND PAINT | | 23167 COUNTY ROUTE 59 DEXTER NY 13634 | 10/24/2016 | 10/24/2021 |
| DOL | DOL | *****0065 | NORTHEAST LANDSCAPE AND MASONRY ASSOC | | 3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | *****1845 | OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC. | | 1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442 | 01/16/2018 | 01/16/2023 |
| DOL | NYC | *****0818 | ONE TEN RESTORATION, INC. | | 2366 61ST ST BROOKLYN NY 11204 | 12/15/2016 | 12/15/2021 |
| DOL | NYC | | PARESH SHAH | | 29 PHILLIP DRIVE PARSIPPANY NJ 07054 | 02/13/2017 | 02/13/2022 |
| DOL | NYC | *****9422 | PELIUM CONSTRUCTION, INC. | | 22-33 35TH ST. ASTORIA NY 11105 | 12/30/2016 | 12/30/2021 |
| DOL | DOL | | PETER M PERGOLA | | 3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | | PIERRE LAPORT | | 224 COUNTY HIGHWAY 138 BROADALBIN NY 12025 | 03/07/2017 | 03/07/2022 |
| DOL | DOL | *****1543 | PJ LAPORT FLOORING INC | | 224 COUNTY HIGHWAY 138 BROADALBIN NY 12025 | 03/07/2017 | 03/07/2022 |
| DOL | NYC | *****5771 | PMJ ELECTRICAL CORP | | 7113 FORT HAMILTON PARKWA BROOKLYN NY 11228 | 12/09/2016 | 12/09/2021 |
| DOL | DOL | *****0466 | PRECISION BUILT FENCES, INC. | | 1617 MAIN ST PEEKSKILL NY 10566 | 03/03/2020 | 03/03/2025 |
| DOL | NYC | *****4532 | PROFESSIONAL PAVERS CORP. | | 66-05 WOODHAVEN BLVD. REGO PARK NY 11374 | 04/20/2017 | 04/20/2022 |
| DOL | DA | *****6817 | QUADRANT METAL BUILDINGS LLC | | 2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990 | 08/25/2016 | 08/25/2021 |
| DOL | NYC | | RASHEL CONSTRUCTION CORP | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****1068 | RATH MECHANICAL CONTRACTORS, INC. | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****2633 | RAW POWER ELECTRIC CORP | | 3 PARK CIRCLE MIDDLETOWN NY 10940 | 01/30/2018 | 01/30/2023 |
| DOL | AG | *****7015 | RCM PAINTING INC. | | 69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378 | 02/07/2018 | 02/07/2023 |
| DOL | DOL | | REGINALD WARREN | | 161 ROBYN RD MONROE NY 10950 | 01/30/2018 | 01/30/2023 |
| DOL | DA | | RIANN MULLER | | 2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990 | 08/25/2016 | 08/25/2021 |
| DOL | DOL | *****9148 | RICH T CONSTRUCTION | | 107 WILLOW WOOD LANE CAMILLUS NY 13031 | 11/13/2018 | 11/13/2023 |
| DOL | DOL | | RICHARD MACONE | | 8617 THIRD AVE BROOKLYN NY 11209 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | | RICHARD REGGIO | | 1617 MAIN ST PEEKSKILL NY 10566 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | *****9148 | RICHARD TIMIAN | RICH T CONSTRUCTI ON | 108 LAMONT AVE SYRACUSE NY 13209 | 10/16/2018 | 10/16/2023 |
| DOL | DOL | | RICHARD TIMIAN JR. | | 108 LAMONT AVE SYRACUSE NY 13209 | 10/16/2018 | 10/16/2023 |
| DOL | DOL | | RICHARD TIMIAN JR. | | 108 LAMONT AVE SYRACUSE NY 13209 | 11/13/2018 | 11/13/2023 |
| DOL | DOL | | ROBBYE BISSESAR | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 01/11/2003 | 01/11/3003 |
| DOL | DOL | | ROBERT A. VALERINO | | 3841 LANYARD COURT NEW PORT RICHEY FL 34652 | 07/09/2019 | 07/09/2024 |
| DOL | DOL | | ROBERT BRUNO | | 3 GAYLORD ST AUBURN NY 13021 | 11/15/2016 | 11/15/2021 |
| DOL | DOL | | ROBERT BRUNO | | 5 MORNINGSIDE DRIVE AUBURN NY 13021 | 05/28/2019 | 05/28/2024 |
| DOL | NYC | | ROBERT HOHMAN | | 149 FIFTH AVE NEW YORK NY 10010 | 12/29/2016 | 12/29/2021 |
| DOL | DOL | *****3859 | ROCHESTER ACOUSTICAL CORP | | P O BOX 799 HILTON NY 14468 | 02/19/2016 | 02/19/2021 |

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| DOL | DOL | | RODERICK PUGH | | 404 OAK ST SUITE 101SYRACUSE NY 13203 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | *****4880 | RODERICK PUGH CONSTRUCTION INC. | | 404 OAK ST SUITE 101SYRACUSE NY 13203 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | | ROMEO WARREN | | 161 ROBYN RD MONROE NY 10950 | 01/30/2018 | 01/30/2023 |
| DOL | DOL | | RONALD MESSEN | | 14B COMMERCIAL AVE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | | ROSEANNE CANTISANI | | | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | RYAN ALBIE | | 21 S HOWELLS POINT ROAD BELLPORT NY 11713 | 02/21/2017 | 02/21/2022 |
| DOL | DOL | *****3347 | RYAN ALBIE CONTRACTING INC | | 21 S HOWELLS POINT ROAD BELLPORT NY 11713 | 02/21/2017 | 02/21/2022 |
| DOL | DOL | *****1365 | S & L PAINTING, INC. | | 11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950 | 03/20/2019 | 03/20/2024 |
| DOL | DOL | *****7730 | S C MARTIN GROUP INC. | | 2404 DELAWARE AVE NIAGARA FALLS NY 14305 | 09/12/2018 | 09/12/2023 |
| DOL | NYC | | SABIR MUHAMMED | | SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462 | 04/21/2016 | 04/21/2021 |
| DOL | DOL | | SALVATORE A FRESINA | | | 08/26/2016 | 08/26/2021 |
| DOL | DOL | | SAM FRESINA | | | 08/26/2016 | 08/26/2021 |
| DOL | NYC | *****0349 | SAM WATERPROOFING INC | | 168-42 88TH AVENUE APT.1 AJAMAICA NY 11432 | 11/20/2019 | 11/20/2024 |
| DOL | NYC | | SANDEEP BOPARAI | | 185-06 56TH AVE FRESH MEADOW NY 11365 | 10/17/2017 | 10/17/2022 |
| DOL | DOL | *****9751 | SCW CONSTRUCTION | | 544 OLD ROUTE 23 ACRE NY 12405 | 02/14/2017 | 02/14/2022 |
| DOL | AG | | SERGIO RAYMUNDO | | 109 DUBOIS RD. NEW PALTZ NY 12561 | 05/20/2016 | 05/20/2021 |
| DOL | NYC | *****6597 | SHAIRA CONSTRUCTION CORP. | | 421 HUDSON STREET SUITE C5NEW YORK NY 10014 | 02/20/2019 | 02/20/2024 |
| DOL | DOL | *****1961 | SHANE BURDICK | CENTRAL TRAFFIC CONTROL, LLC. | 2238 BAKER ROAD GILLET PA 16923 | 03/12/2018 | 03/12/2023 |
| DOL | DOL | | SHANE BURDICK | | 2238 BAKER ROAD GILLET PA 16923 | 03/12/2018 | 03/12/2023 |
| DOL | DOL | | SHANE NOLAN | | 9365 WASHINGTON ST LOCKPORT IL 60441 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | | SHULEM LOWINGER | | 11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950 | 03/20/2019 | 03/20/2024 |
| DOL | DOL | *****0816 | SOLAR ARRAY SOLUTIONS, LLC | | 9365 WASHINGTON ST LOCKPORT IL 60441 | 07/23/2018 | 07/23/2023 |
| DOL | DOL | *****2221 | SOUTH BUFFALO ELECTRIC, INC. | | 1250 BROADWAY ST BUFFALO NY 14212 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****3496 | STAR INTERNATIONAL INC | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 08/11/2003 | 08/11/3003 |
| DOL | DOL | *****6844 | STEAM PLANT AND CHX SYSTEMS INC. | | 14B COMMERCIAL AVENUE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | *****9933 | STEED GENERAL CONTRACTORS, INC. | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | | STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR. | | 256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****9751 | STEPHEN C WAGAR | | 544 OLD ROUTE 23 ACRE NY 12405 | 02/14/2017 | 02/14/2022 |
| DOL | DOL | | STEVE TATE | | 415 FLAGER AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |
| DOL | NYC | | STEVEN GOVERNALE | | 601 PORTION RD RONKONKOMA NY 11779 | 11/18/2016 | 11/18/2021 |
| DOL | DOL | | STEVEN MARTIN | | 2404 DELWARE AVE NIAGARA FALLS NY 14305 | 09/12/2018 | 09/12/2023 |
| DOL | DOL | | STEVEN P SUCATO | | 15-68 208TH STREET BAYSIDE NY 11360 | 06/23/2016 | 06/23/2021 |
| DOL | DOL | | STEVEN TESTA | | 50 SALEM STREET - BLDG B LYNNFIELD MA 01940 | 01/23/2017 | 01/23/2022 |
| DOL | NYC | *****5863 | SUKHMANY CONSTRUCTION, INC. | | 185-06 56TH AVE FRESH MEADOW NY 11365 | 10/17/2017 | 10/17/2022 |

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| DOL | DOL | *****1060 | SUNN ENTERPRISES GROUP, LLC | | 370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601 | 02/11/2019 | 02/11/2024 |
| DOL | DOL | *****8209 | SYRACUSE SCALES, INC. | | 158 SOLAR ST SYRACUSE NY 13204 | 01/07/2019 | 01/07/2024 |
| DOL | DOL | | TALAILA OCAMPA | | 1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442 | 01/16/2018 | 01/16/2023 |
| DOL | DOL | *****9852 | TAP STEEL INC | | ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325 | 01/28/2016 | 01/28/2021 |
| DOL | DOL | | TERRY THOMPSON | | 11371 RIDGE RD WOLCOTT NY 14590 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | | TEST | | P.O BOX 123 ALBANY NY 12204 | 05/20/2020 | 05/20/2025 |
| DOL | DOL | *****5570 | TESTA CORP | | 50 SALEM STREET - BLDG B LYNNFIELD MA 01940 | 01/23/2017 | 01/23/2022 |
| DOL | DOL | *****5766 | THE COKER CORPORATION | COKER CORPORATIO N | 2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | *****5766 | THE COKER CORPORATION | COKER CORPORATIO N | 2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | TIMOTHY A PALUCK | | C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325 | 01/28/2016 | 01/28/2021 |
| DOL | DOL | *****3453 | TORCHIA'S HOME IMPROVEMENT | | 10153 ROBERTS RD SAUQUOIT NY 13456 | 08/09/2016 | 08/09/2021 |
| DOL | DOL | *****8311 | TRIPLE B FABRICATING, INC. | | 61 WILLETT ST. PASSAIC NJ 07503 | 10/26/2016 | 10/26/2021 |
| DOL | DOL | *****9407 | TURBO GROUP INC | | 15-68 208TH STREET BAYSIDE NY 11360 | 06/23/2016 | 06/23/2021 |
| DOL | DOL | *****6392 | V.M.K CORP. | | 8617 THIRD AVE BROOKLYN NY 11209 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | *****6418 | VALHALLA CONSTRUCTION, LLC. | | 796 PHELEPS ROAD FRANKLIN LAKES NJ 07417 | 12/01/2020 | 12/01/2025 |
| DOL | NYC | *****7361 | VIALE HOLDINGS, INC. | MOVING MAVEN | 1010 NORTHERN BLVD. GREAT NECK NY 11021 | 03/09/2017 | 03/09/2022 |
| DOL | DOL | | VICTOR ALICANTI | | 42-32 235TH ST DOUGLSTON NY 11363 | 01/14/2019 | 01/14/2024 |
| DOL | DOL | | VICTOR ROTENBERG | | C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365 | 06/24/2016 | 06/24/2021 |
| DOL | NYC | | VIKTAR PATONICH | | 2630 CROPSY AVE BROOKLYN NY 11214 | 10/30/2018 | 10/30/2023 |
| DOL | DOL | | VIKTORIA RATH | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | | VITO GARGANO | | 1535 RICHMOND AVE STATEN ISLAND NY 10314 | 12/13/2017 | 12/13/2022 |
| DOL | NYC | *****3673 | WALTERS AND WALTERS, INC. | | 465 EAST AND THIRD ST MT. VERNON NY 10550 | 09/09/2019 | 09/09/2024 |
| DOL | DOL | | WAYNE LIVINGSTON JR | NORTH COUNTRY DRYWALL AND PAINT | 23167 COUNTY ROUTE 59 DEXTER NY 13634 | 10/24/2016 | 10/24/2021 |
| DOL | DOL | *****3296 | WESTERN NEW YORK CONTRACTORS, INC. | | 3841 LAYNARD COURT NEW PORT RICHEY FL 34652 | 07/09/2019 | 07/09/2024 |
| DOL | DOL | | WHITE PLAINS CARPENTRY CORP | | 442 ARMONK RD | 06/12/2018 | 06/12/2023 |
| DOL | DOL | | WILLIAM C WATKINS | | 1229 JAMES STREET SYRACUSE NY 13203 | 05/02/2017 | 05/02/2022 |
| DOL | DOL | | WILLIAM DEAK | | C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795 | 11/02/2016 | 11/02/2021 |
| DOL | DOL | *****4043 | WINDSHIELD INSTALLATION NETWORK, INC. | | 200 LATTA BROOK PARK HORSEHEADS NY 14845 | 03/08/2018 | 03/08/2023 |
| DOL | DOL | *****4730 | XGD SYSTEMS, LLC | TDI GOLF | 415 GLAGE AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |
| DOL | DOL | *****7345 | YES SERVICE AND REPAIRS CORPORATION | | 145 LODGE AVE HUNTINGTON STATION NY 11476 | 08/09/2016 | 08/09/2021 |
| DOL | NYC | | ZAKIR NASEEM | | 30 MEADOW ST BROOKLYN NY 11206 | 10/10/2017 | 10/10/2022 |
| DOL | NYC | *****8277 | ZHN CONTRACTING CORP | | 30 MEADOW ST BROOKLYN NY 11206 | 10/10/2017 | 10/10/2022 |

APPENDIX D

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

Erie County Water Authority
295 Main Street, Room 350
Buffalo New York 14203

CONTRACT

Date:

Amount:

Description: ERIE COUNTY WATER AUTHORITY
FURNISH AND REPLACE ROOF AND SIDING AT VARIOUS PUMP STATIONS

PROJECT No. 202000165

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 - 4.2.1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER'S priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR'S Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

APPENDIX E

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

Erie County Water Authority
295 Main Street, Room 350
Buffalo New York 14203

CONTRACT

Date:

Amount:

Description: ERIE COUNTY WATER AUTHORITY
FURNISH AND REPLACE ROOF AND SIDING AT VARIOUS PUMP STATIONS

PROJECT No. 202000165

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER'S right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR'S right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract; or

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied p liability, in whole or in part, without

further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR'S right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here-from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

APPENDIX F
WOMEN AND MINORITY BUSINESS ENTERPRISE POLICY
ERIE COUNTY WATER AUTHORITY

It is the policy of the Authority to foster and encourage minority business enterprise participation in the construction contracts of the Authority. Through the setting of Minority Business Enterprise goals and careful monitoring of CONTRACTOR compliance, the Authority will ensure the fullest possible participation in construction activities by qualified minority and women-owned firms.

Some of the federal and state laws that provide the basis for Equal Employment Opportunity and Affirmative Action are:

1. Title VII, Civil Rights Act of 1964 (as amended by the Equal employment Opportunity Act of 1972): Prohibits employment discrimination because of race, color, sex, religion or national origin.
2. Executive Order 11246 (as amended by the Executive Order 11375): Requires Affirmative Action by all Federal CONTRACTORS and subcontractors and requires that all firms with Contracts over \$50,000.00 and 50 or more employees develop and implement written programs.
3. Equal Act of 1963: Requires employers to provide equal pay for men and women performing similar work.
4. New York State Human Rights Law: Prohibits discrimination based on race, color, sex, age, creed, disability, national origin and marital status in employment matters.
5. Flynn Act: Guarantees disabled citizens protection against discrimination in housing, employment, public accommodations, training programs and non-sectarian education due to mental, physical or medical disability.
6. Title VI, Civil Rights Act of 1964: Prohibits discrimination based on race, color or national origin in all programs which receive Federal aid.
7. Title IX, Education Amendments Act of 1972: Prohibits sex discrimination against students of any educational institution receiving Federal financial aid.

A. MINORITY BUSINESS UTILIZATION COMMITMENT

The Erie County Water Authority has established the following business utilization rules which requires all prime CONTRACTORS awarded construction contracts let by the Erie County Water Authority to exemplify Affirmative Action to sub-contract to minority business enterprise (MBE). For the purpose of these regulations, the term “Minority Business Enterprise” refers to a business at least fifty-one percent (51%) of which is owned and controlled by minority group members. Minority group members are citizens of the United States who are Women, Blacks, Hispanics and Native Americans. MBE’s must demonstrate current certification of a government agency.

The Authority has determined that a goal of ten percent (10%) of the total contract value represents a fair share of minority business utilization on each construction contract awarded.

Recipients of Authority construction Contracts must utilize minority-owned business sources for supplies, services and professional services, allowing these sources the maximum feasible opportunity to compete for Contracts, Subcontracts and third-tier Contracts to be performed. All prime CONTRACTORS awarded Authority Contracts estimated to exceed \$100,000.00 must take positive steps to “afford fair opportunities to MBE’s”. Positive steps shall include, but not be limited to, (a) utilizing a source list of bona fide minority business enterprises, (b) solicitations of bids from MBE’s particularly of those located in Erie County, (c) giving minority firms sufficient time to submit proposals in response to solicitations and (d) maintaining records showing minority business enterprises and specific efforts to identify and award Contracts to these Companies.

Each CONTRACTOR bidding on an Erie County Water Authority contract is to contact MBE’s and solicit bids for various aspects of each project. The CONTRACTOR is to supply the Authority with information regarding contracts for services and products with minority business enterprises and the dollar amount of each contract on the Minority Business Utilization Report.

The Successful Bidder shall submit to the Authority the Minority Business Enterprise Utilization Report - Part A within one week of the bid opening. Part A includes a list of MBE’s from whom the CONTRACTOR has solicited bids, or with whom the CONTRACTOR has signed a binding contractual agreement. The Authority will not consider a CONTRACTOR’s bid where the CONTRACTOR fails to submit this report or where an examination of the report evidences failure by the CONTRACTOR to comply with the affirmative action requirements of the Contract.

In the event of a joint venture participating in this MBE Program, the Joint Venture Disclosure Affidavit must be submitted with Part A by all parties involved. Only to the extent that a minority business enterprise contributes to and is paid for its participation in a joint venture will that dollar be credited towards the 10% goal of minority participation in the Erie Country Water Authority MBE Program.

MBE’s must be approved by the Erie County Water Authority before their participation may be credited toward the 10% goal. Where the proposed MBE is not approved by the Authority, an Authority MBE/Disclosure Affidavit must be filed with the Contract Compliance office. Forms and lists of certified MBE’s can be obtained by calling Lavonya Lester, Director of Equal Employment Opportunity (ECWA) at (716) 685-8223.

A Minority Business Enterprise Utilization Waiver Request may be completed and submitted with the Minority Business Enterprise Utilization Report - Part A to the Authority within one week of the bid opening. Waivers shall be granted only where the availability of MBE’s in the market area of the project is less than the 10% goal.

Sufficient information must be provided on the Minority Business Enterprise Utilization Waiver Request to ascertain whether a waiver should be approved, conditionally approved or rejected by advice of the Equal Opportunity Office.

A waiver approval limits the CONTRACTOR’s obligation to solicit MBE’s for this particular project. It does not relieve the CONTRACTOR of MBE utilization for any other Erie County Water Authority project on which he submits a bid.

Conditional approval of the waiver request makes it necessary for the CONTRACTOR to continue soliciting MBE’s for contracting purposes, after he has been declared the low bidder.

A MBE Utilization Waiver Request will be rejected if the CONTRACTOR:

1. fails to provide information on the Minority Business Enterprise Utilization Report with his bid.
2. provides fraudulent information of the MBE reports.
3. fails to make an honest good faith effort to recruit and contract with MBE's or
4. takes any other action which is contrary to the spirit and intent of the law.

THE INFORMATION PROVIDED ON THE MBE WAIVER REQUEST AND THE MBE UTILIZATION REPORT WILL BE CONSIDERED CONCURRENTLY TO DETERMINE IF A WAIVER SHOULD BE APPROVED, CONDITIONALLY APPROVED OR REJECTED.

The low bidder shall submit to the Authority, within one week of the bid opening, a schedule for minority business enterprise participation, with whom the CONTRACTOR intends to Subcontract, specifying the agreed price to be paid for such work, and identifying in detail the Contract item(s) or parts to be performed by each minority business enterprise. A letter of intent to enter into a Subcontract or purchase agreement, signed by the minority business, contingent upon the contract award, indicating the agreed upon price and scope of work, shall be provided, signed by both the CONTRACTOR and the minority business enterprise. The prime CONTRACTOR shall not substitute or delete the listed minority business enterprise without the written consent of the Erie County Water Authority.

In the event that the MBE goal for the contract is not met, the CONTRACTOR shall provide sufficient documentation to establish that every positive effort was made to identify, solicit and negotiate with MBE's in pursuit of the goal. Such documentation includes, but is not limited to, advertisement in minority-focused media, written contract with minority businesses indicating sufficient bidder's price along with evidence showing the work to be performed is the same, and not a reduced portion thereof.

The CONTRACTOR shall provide to the Erie County Water Authority copies of all subcontracts and/or purchase agreements with minority business enterprises within one week of the bid opening. A notice to proceed with construction shall not be issued until acceptable documentation is received.

When the project is thirty (30%) percent complete, the CONTRACTOR shall submit to the Authority the Minority Business Enterprise Utilization Report - Part B. Part B lists the MBE's on the project, the dollar amounts paid to that date and the estimated amount remaining to be spent.

The Minority Business Enterprise Utilization Report - Part C certifies the actual dollar amount expended to MBE's. Part C must be completed by the prime CONTRACTOR and submitted at the seventy-five (75%) percent payment level.

The Minority Business Enterprise Utilization Report - Part D certifies the total dollar amount expended to MBE's. Part D is to be submitted with the request for final payment.

In the event a CONTRACTOR fails to comply with these provisions the Authority may:

1. Summon the CONTRACTOR to a hearing
2. Withhold progress payments in part or in full
3. Cancel the contract.
4. Bar award of future Contracts until the CONTRACTOR can demonstrate that he will comply.

It is hereby the Erie County Water Authority's commitment to assure that on all contracts awarded, prime CONTRACTORS expend a fair share of the contract with bona fide minority businesses in accordance with the goals set forth by the Authority. Failure to comply with these provisions shall disqualify the bidder and shall constitute a breach of contract subject to all remedies available to the Authority.

The Prime CONTRACTOR and all minority Subcontractors are bound by all requirements as put forth in the Erie County Water Authority standard General Conditions and all modifications thereto contained in these Contract Specifications.

Listing of **AFFIRMATIVE ACTION FORMS ATTACHED:**

NAME OF FORM

Minority Business Utilization Report-
Part A

Waiver Request

Erie County Water Authority Minority Business
Enterprise Joint Venture Disclosure Affidavit

Erie County Water Authority Minority Business
Enterprise Utilization Report - Part B

Minority Business Enterprise Utilization
Report - Part C

Minority Business Enterprise Utilization
Report - Part D

**ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE
UTILIZATION REPORT - PART A**

This information must be submitted by the successful bidder within one week of bid opening.

COMPANY _____

AUTHORIZED REPRESENTATIVE _____

ADDRESS _____

TELEPHONE NUMBER _____

PROJECT NAME _____

PROJECT NUMBER _____

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE) to bid on subcontracts on this project.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

II. List all bona fide Minority Business Enterprise, subcontractors, professional personnel, solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the Erie County Water Authority. (Attach additional sheets if necessary.)

| MINORITY OWNED FIRM | SUPPLY/ SERVICE | AMOUNT OF PROPOSAL | PRIOR CERTI- FICATION | CONTRACT EXECUTED | REASON NOT AWARDED |
|--|-----------------|--------------------|-----------------------|-----------------------|--------------------|
| NAME: _____ ADDRESS: _____ TELE NO. _____ IRS NO. _____ | | | | YES _____ NO _____ | |
| NAME: _____ ADDRESS: _____ TELE NO. _____ IRS NO. _____ | | | | YES _____ NO _____ | |
| NAME: _____ ADDRESS: _____ TELE NO. _____ IRS NO. _____ | | | | YES _____ NO _____ | |
| NAME: _____ ADDRESS: _____ TELE NO. _____ IRS NO. _____ | | | | YES _____ NO _____ | |

PART A CONTINUED

III. Assistance offered by CONTRACTOR to MBE's as to bonding, union requirements, obtaining work capital etc...

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

IV. Total Dollar Amount to be subcontracted to
Minority Business Enterprise(s): \$ _____

V. Total Amount of Bid: \$ _____

VI. MBE Percent (%) of project bid: _____

VII. **YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS INCLUDING RETURN RECEIPTS.**

DATE

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

Note: Within one week of the bid opening, this original form, together with a letter of intent to enter into a subcontract or purchase agreement, contingent upon the contract award, indicating the agreed upon price and scope of work, signed by both the CONTRACTOR and the Minority Business Enterprise, must be submitted to:

Lavonya Lester, Director of Equal Employment Opportunity (ECWA)
Erie County Water Authority
3030 Union Road
Cheektowaga, New York 14227

WAIVER

COMPANY

ADDRESS

TELEPHONE NUMBER _____
(AREA CODE) (NUMBER)

1. CONTRACTOR has made a good faith effort to adopt subcontracting on this project to those trades, professions, supplies, etc. for which minority business enterprises bids could be solicited; and
2. The total percentage of the bids which could be Subcontracted in trades, professions, supplies, etc. for which minority business enterprises bids could be solicited is less than 10%.

A waiver, as provided for by the Erie County Water Authority is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority business enterprise in the market area of this project which do subcontracting in the following fields (list all trades, professions, supplies, etc. which could be subcontracted on this project):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(use additional sheets if necessary)

If a partial waiver is granted the CONTRACTOR will make a good faith effort to meet the reduced goal.

DATE

SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF COMPANY

Granted in whole

Granted in part _____

Comments

| | | |
|--|-------|------|
| <div style="text-align: center;">/</div> | | |
| EQUAL OPPORTUNITY OFFICIAL | TITLE | DATE |

| LETTING DEPARTMENT REPRESENTATIVE | TITLE | DATE |
|--------------------------------------|-------|------|
|--------------------------------------|-------|------|

**ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE
JOINT VENTURE DISCLOSURE AFFIDAVIT**

To Be Submitted With Part A
Where Applicable

Joint Ventures: _____
Name: _____
Address: _____
Principal Office: _____
Office Phone: _____
Home Phone: _____

Percent of minority ownership in terms of profit and loss sharings:

Capital contributions by each joint venture and accounting therefore:

Equipment and supply contributions by each joint venturer and accounting therefore:

Any ownership options for ownership or loans between the joint venturers - identify terms thereof:

How and by whom the on-site work will be supervised and administered:

I, _____, as
representative of _____ Company,
do hereby swear or affirm that I am authorized to act on its behalf and that in this capacity and to
the best of my knowledge and belief, the information provided herewith relevant to the joint
venture of _____
is accurate, complete and current, and fairly represents the joint venture; further, that I have
personally reviewed the material and assured myself of its accuracy. It is recognized and
acknowledged that the statements herein are being given under oath and any material
misrepresentation will be grounds for terminating any contract which may be awarded in reliance
hereon.

SIGNATURE

**ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART B**

CONTRACTOR _____ CONTRACT NAME _____

- I. List all bona fide minority business enterprises, Subcontractors, suppliers, professional personnel, or joint venture firms, with whom you have entered into a binding agreement in accordance with the Minority Business Utilization Goal set forth by the Erie County Water Authority. Include minority trucking firms that will be utilized and included and estimated dollar amount. This information must be submitted to the Erie County Water Authority when the project is 30% complete.

| (USE REVERSE SIDE IF MORE SPACE IS NEEDED) MINORITY OWNED FIRMS | TYPE OF WORK | DATE CONTRACT EXECUTED | TOTAL EXPENDED TO DATE | AMOUNT REMAINING |
|--|--------------------|------------------------------|------------------------------|---------------------|
| NAME: _____ ADDRESS: _____ _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ _____ IRS #: _____ | | | | |

*Erie County Water Authority reserves the right to require documentation including, but not limited to, canceled checks to verify these amounts:

- II. Total Dollar Amount to be Subcontracted to minority Business Enterprise(s):
\$ _____
- III. Total dollar amount expended to date: \$ _____
- IV. Total amount of bid: \$ _____
- V. MBE Percent (%) of project bid: \$ _____

I, _____ as an official representative of _____
_____, do hereby certify that the information listed above is correct and complete.

NAME

TITLE

DATE

PART B CONTINUED

| (USE REVERSE SIDE IF MORE SPACE IS NEEDED) MINORITY OWNED FIRMS | TYPE OF WORK | DATE CONTRACT EXECUTED | TOTAL EXPENDED TO DATE | AMOUNT REMAINING |
|--|-----------------------------|---------------------------------------|---------------------------------------|-----------------------------|
| NAME: _____ ADDRESS: _____ _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ _____ IRS #: _____ | | | | |
| NAME: _____ ADDRESS: _____ _____ IRS #: _____ | | | | |

MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART C
CERTIFICATION OF EXPENDITURES TO MBE's

(To be completed by the prime CONTRACTOR and
submitted at the 75% payment level)

CONTRACTOR _____

CONTRACT: _____

| MBE | PART B CONTRACT AMOUNT OF ESTIMATE | TOTAL EXPENDED TO DATE | ESTIMATED AMOUNT REMAINING |
|------------|---|---------------------------------------|---|
| | | | |

* Erie County Water Authority reserves the right to require documentation including, but not limited to, canceled checks to verify these amounts.

I, _____

_____ as an official representative of _____,

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

NAME

TITLE

DATE

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: _____

CONTRACT: _____

| MBE | TOTAL AMOUNT EXPENDED |
|------------|------------------------------|
| | |
| | |
| | |

TOTAL OF ALL MBE
SUB-CONTRACTS \$_____

AMOUNT OF
CONTRACT _____

FINAL MBE
PERCENTAGE _____

I, _____, as an official
representative of _____,
do hereby certify that the information listed above is correct and complete.

NAME

TITLE

DATE

ACCOUNTABILITY

The CONTRACTOR shall be fully accountable for its performance under this contract and agrees to answer under oath all questions relevant to the performance thereof and to any transaction, act, or omission had, done or omitted in connection therewith if called before the Erie County Water Authority, any Judicial, County or State Officer or agency empowered to investigate the Contract or its performance.

APPENDIX G

Erie County Water Authority Apprenticeship Policy

- A. During the performance of this Agreement, the Contractor, its assigns, and designees, agree that it will abide by and will require its Subcontractors to abide by the Erie County Water Authority's Apprenticeship Policy, as stated in paragraph B of this Appendix.
- B. That pursuant to New York State Labor Law §816-B, the Erie County Water Authority hereby mandates that all contractors and subcontractors entering into any construction contracts with the Erie County Water Authority shall have established apprenticeship agreements appropriate for the type and scope of work to be performed under the contract, that have been approved by the New York State Commissioner of Labor and shall require the employment of apprentices on Erie County Water Authority construction projects.

APPENDIX H

Insurance Requirements ECWA PROJECT No. 202000165

Insurance specs:

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). If a service or project, in the opinion of the Authority, represents an unusual or exceptional risk, the Authority may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the contract. These requirements include but are not limited to the minimum insurance requirements.

Insurance Requirements:

a. **Workers Compensation:**

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

b. **New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used.

c. **Commercial General Liability:**

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

d. **Automobile Liability:**

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

e. **Umbrella Liability:**

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Erie County Water Authority to be scheduled as an Additional Insured

Certificates of Insurance to be provided to the Authority prior to start of work as follows:

ACORD 25 including copy of Additional Insured Endorsement Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by the Authority 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than “A-” with a Financial Strength Code (FSC) of at least VII. The contractor shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a “claims made” basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer’s National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to mmusarra@ecwa.org or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.