ERIE COUNTY WATER AUTHORITY AUTHORIZATION FORM

For Approval/Execution of Documents (check which apply)

Contract: Project No.: 202000019 Project Description: Pump Volute Blasting and Painting
Item Description: Agreement Professional Service Contract Amendment Change Order BCD NYSDOT Agreement X Contract Documents Addendum X Recommendation for Award of Contract Recommendation to Reject Bids Request for Proposals Other
Action Requested:
X Board Authorization to Execute X Legal Approval X Board Authorization to Award X Execution by the Chairman Board Authorization to Advertise for Bids Execution by the Secretary to the Authority Board Authorization to Solicit Request for Proposals Other
Approvals Needed: APPROVED AS TO CONTENT: X Other (if Applicable) X Chief Operating Officer X Executive Engineer X Director of Administration X Risk Manager X Chief Financial Officer X Chief Financial O
Remarks:
Resolution Date: Item No:

AUTHORNY

ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

April 9, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Clayton J. Johnson, Production Engineer C_{ij}

Subject: Pump Volute Blasting and Painting

ECWA Project No. 202000019

On Tuesday, February 11, 2020, the Authority received two (2) bids for the above referenced contract. The bids were reviewed and a mathematical check has been performed.

The low bidder, CRM Contracting, Inc. provided adequate insurance coverage, which has been approved by the Claims Representative/Risk Manager. The MWBE requirements are partially waived for this contract. Furthermore, CRM Contracting, Inc. is a well-established contractor, who has performed consistent work for ECWA over the past ten years. CRM has significant experience in applying the specified pump coating and included a letter in their bid from the coatings manufacturer outlining CRM's positive performance in applying the coating to pumps over the past ten years. The Engineering Department therefore, recommends award of the above-referenced contract to CRM Contracting, Inc. in the amount of \$59,820.00, subject to legal review.

Since this is an Invitation to Bid ("Short Form"), the contract is already executed by the Contractor. Since the insurance requirements are met and the MWBE requirements are partially waived, the contract can be awarded and executed by the ECWA Chairman, pending Legal review.

Attached please find the following documents:

- 1. ECWA Authorization Form.
- 2. ECWA Recommendation for Award of Contract form.
- 3. Bid Tabulation.
- 4. Three copies of Invitation to Bid for execution by ECWA Chairman.

CJJ:jmf
Attachments
cc: R.Stoll
M.Wymer
D.Patton
L.Lester
ECWA-722-2001-I-186

ERIE COUNTY WATER AUTHOIRTY RECOMMENDATION FOR AWARD OF CONTRACT

Contract: Project Description: Pump Volute Blasting and Pa	Project No.: 202000019 inting.
Award Amount: \$50,820,00	
BID SUMMARY Date Advertised for Bids: 01/21/2020 Bidder CRM Contracting, Inc. Niagara Coatings Services, Inc. Attachments: X Bid Tabulation	Date of Bid Opening:02/11/2020 Total Bid Amount \$59,820.00 \$117,584.00
BUDGET Capital O & M Unit No.:	Budget Item No.:
APPROVALS (Select applicable) X WMBE APPROVAL Affirmative Action Officer NYS CERTIFIED APPRENTICESHIP PROGRA Coordinator of Employee Relations	
Remarks:	

BID OPENING

Pump Volute Blasting and Painting **Project No: 202000019 PROJECT:**

ADVERTISED SOURCE: DATE: DODGE REPORT 1/21/2020 NYS CONTRACT REPORTER 1/21/2020

BID OPENING: February 11, 2020 at 12:00 p.m.

	Bid Bond Enclosed
Niagara Falls, New York 14304-1067	
8025 Quarry Road	\$117,584.00
Niagara Coatings Services Inc.	
	Check #102346133 - \$3,000.00
Eden, New York 14057	
7274 Southwestern Blvd.	\$59,820.00
CRM Contracting Inc.	

R. Stoll L. Lester Files L. Kowalski C. Johnson P. Fabozzi

M. Gil



Erie County Water Authority

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

INVITATION TO BID

BID DESCRIPTION: PUMP VOLUTE BLASTING AND PAINTING.

PROJECT No.: 202000019

OPENING DATE: Tuesday, February 11, 2020 TIME: 12:00 p.m.

FOR: Pump Volute Blasting and Painting

NAME OF BIDDER: CRM CONTRACTING INC.

If you are submitting other Advertisements to Bid, each bid must be enclosed in a separate envelope.

The following EXHIBITS are attached to and made a part of the bid specifications and part of any agreement entered into pursuant to this Advertisement to Bid. If an Exhibit does not have an X on the line preceding it, then the Exhibit is not required for this particular bid.

X EXHIBIT "D" - Bid Bond

X EXHIBIT "G" - Non-Collusive Bidding Certification

X EXHIBIT "I" - State Finance Law Requirements

X EXHIBIT "J" - Section 139-L of State Finance Law, Statement relating to Sexual Harassment Policy

_ EXHIBIT "P" - Performance Bond

X APPENDIX "A" - Women and Minority Business Enterprise Policy

X APPENDIX "B" - Insurance Requirements

X APPENDIX "C" - Prevailing Wage Rate Schedule

X APPENDIX "D" - Pump Dimensional Drawings

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, etc. for PUMP VOLUTE BLASTING AND PAINTING.

Bids will be received by the Erie County Water Authority until 12:00 p.m. prevailing time, on Tuesday, February 11, 2020 at the Service Center Front Desk, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227, and then at that time and place will be publicly opened and read. All attendees must bring a government-issued photo identification (driver's license preferred) and check-in with the ECWA receptionist before being allowed entry to the bid opening.

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or hand-delivered to the Eric County Water Authority shall be directed to the "SERVICE CENTER FRONT DESK" at the address listed above in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "BID ENCLOSED-ECWA PUMP VOLUTE BLASTING AND PAINTING". Failure to follow the above instructions could result in rejection of the bid.

Beginning at 9:00 a.m., on Tuesday, January 21, 2020, the Instruction to Bidders, Form of Bid and form of Contract, Specifications, and Security Bonds may be examined at the above address and 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 5:00 p.m.

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 Clayton J. Johnson, PE, Production Engineer, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227, telephone 716-685-8218.

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 bid chosen may result in the award of the contract to a bidder whose bid is not mathematically lowest.

ERIECOUNTY WATER AUTHORITY

TERRENCED. McCRACKEN Secretary to the Authority

ERIE COUNTY WATER AUTHORITY

INSTRUCTIONS TO BIDDERS

- 1. BID SHALL BE SUBMITTED ON THESE ERIE COUNTY WATER AUTHORITY (HEREINAFTER ECWA) 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 ECWA after the date and time prescribed will not be considered for contract award.
- 3. EMERGENCY CLOSINGS. In the event of an emergency closing of certain ECWA 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.
- 4. ANY CHANGE IN WORDING OR INTERLINEATION OF THE ADVERTISEMENT AS PUBLISHED BY THE ECWA 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.
- 5. THE ECWA, 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 ECWA does not obligate itself to accept the lowest or any other proposal, and reserves the right to re-bid.
- 6. 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.
- 7. THIS EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:
 - IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE ECWA AND APPROPRIATED THEREFORE, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE ECWA BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.

- 8. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the ECWA to recover damages.
- 9. PRICES SHALL BE QUOTED F.O.B. DESTINATION.
- 10. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE ECWA. 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.
- 11. NO TAXES ARE TO BE BILLED TO THE ECWA. 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 ECWA Purchase Order is an exemption certificate. Any applicable taxes from which the ECWA is not exempt shall be listed separately as cost elements and added into the total net bid.
- 12. 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.
- 13. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The ECWA 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 ECWA 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 ECWA 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 ECWA shall be entitled to terminate the contract or purchase order and/or exercise any other remedy available to it under existing law.
- 14. 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 ECWA policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the ECWA will take the discount when payment is made. The ECWA will not pay any interest charges nor refund discount amounts taken after the discount period. If this procedure is unsatisfactory, please quote net.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. PRICES CHARGED TO THE ERIE COUNTY WATER AUTHORITY are to be <u>no higher</u> 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.
- 19. 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.
- 20. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the ECWA 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 ECWA. All extensions shall be submitted in writing and shall have prior approval by the Secretary to the ECWA.
- 21. 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 ECWA 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.
- 22. 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.



Exclusive Authorized Distributor

February 4th 2020

Craig Mosgeller CRM Contracting Inc. 7274 Southwestern Blvd Eden, NY 14057

RE: Belzona Usage

Dear Mr. Mosgeller,

This letter will serve as verification that CRM Contracting Inc. had been a client of Belzona-Repair Technology for in excess of 10 years. During this time Belzona-Repair Technology has regularly supplied CRM Contracting with Belzona coating materials including Belzona 1341N for applications to equipment including split case and vertical turbine pumps.

Throughout the period in which we have been supplying CRM we have never received any negative feedback from end users regarding CRM's quality of work. While we have not formally audited CRM's facility, we have confirmed that CRM does possess the necessary experience, equipment, and resources to properly and reliably apply Belzona coatings systems.

Best Regards

Mark Borsky

Technical Manager

Belzona - Repair Technology LLC

Mark@belzonareptech.com

Cell (856) 745-4238

NACE Coatings Inspector Level 1 Certified #17136

2:50 PM 02/03/20 Accrual Basis

Repair Technology Balance Details for CRM CONTRACTING, INC. All Transactions

Туре	Num	Date
General Journal	W/O ADJ-405	04/30/2019
Invoice	0910-3339	09/29/2010
Invoice	1012-4509	10/23/2012
Credit Memo	0713-4915	01/01/2013
Involce	1013-5046	10/22/2013
Invoice	1213-5134	12/20/2013
Invoice	0214-5207	02/13/2014
Invoice	0214-5225	02/27/2014
Invoice	0414-5295	04/07/2014
Invoice	0514-5343	05/01/2014
Invoice	1015-6314	10/02/2015
Invoice	0216-6626	02/29/2016
Invoice	0316-6640	03/07/2016
Invoice	0416-6753	04/26/2016
Invoice	1016-7084	10/18/2016
Invoice	1216-7188	12/12/2016
Invoice	0218-8227	02/27/2018
Invoice	0618-8507	06/05/2018
Invoice	1218-8941	12/18/2018
Invoice	0119-8986	01/17/2019
Payment	11373	11/01/2010
Payment	12040	11/19/2012
Payment	12377	11/18/2013
Payment	12431	01/21/2014
Payment	12488	03/17/2014
Payment	12541	05/08/2014
Payment	12565	06/09/2014
Payment	13092	11/13/2015
Payment	13219	03/29/2016
Payment	13269	05/23/2016
Payment	13456	11/16/2016
Payment	13516	01/13/2017
Payment	13833	03/19/2018
Payment	13903	07/06/2018
Payment	14046	01/14/2019
Payment	14067	02/18/2019

Total



Contracting Inc.

7274 SOUTHWESTERN BLVD. EDEN, N.Y. 14057 TEL (716) 627-5111 FAX (716) 627-6627

FEBRUARY 6, 2020

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

ATTN: CLAYTON JOHNSON

DEAR SIR,

THE FOLLOWING IS A LIST OF OUR MOST RECENTLY COMPLETED PROJECTS USING BELZONA 1341 COATING SYSTEM. ALL OF THESE PROJECTS WERE COMPLETED FOR THE ECWA.

- 1. JANUARY, 2019; JEWITT HOLMWOOD HORIZONTAL PUMP.
- 2. DECEMBER, 2018; STURGEON POINT HIGH SERVICE PUMP #3.
- 3. AUGUST, 2018; CLARK STREET HORIZONTAL PUMP.
- 4. MARCH, 2018; STURGEON POINT DELIVERED WATER PUMP #1.
- 5. DECEMBER, 2017; STURGEON POINT HIGH SERVICE PUMP #?.
- 6. JANUARY, 2017; BALL STATION PUMP #4.
- 7. SEPTEMBER, 2016; STURGEON POINT RAW WATER PUMP #2.

IF ANY FURTHER INFORMATION IS REQUIRED, PLEASE FEEL FREE TO CONTACT ME.

THANK YOU,

CRAIG MOSGELLER

BID SPECIFICATIONS/BIDDERS PROPOSAL/CONTRACT

BID DESCRIPTION: PUMP VOLUTE BLASTING AND PAINTING

PROJECT No.: 202000019

Ship to:

ERIE COUNTY WATER AUTHORITY

Attention:

Clayton J. Johnson, PE, Production Engineer

Address:

Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227

Item No.	Quantity	U/M	Catalog No./Description Unit Price		Total Price
1	24	EA	Grit blasting of Pump Volute	455,00	10 920,00
2	24	EA	Coating of Pump Volute	1975.00	47400.00
3	4	Round Trips	Roundtrip Transportation of Pumps to/from ECWA's Service Center 375.00		1500.00
		<u> </u>	TOTAL NET BID DELIV	ERED INSIDE	\$ 5 9 8 20,00

NOTE: Bid results are available on the Erie County Water Authority website, <u>www.ecwa.org</u> (under Doing Business tab, select option Bid/RFP 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:	CRM	CONTRACTING,	INC.	
AUTHORIZED SIGNAT	ure: <i>\</i>	zmll_	_ DATE:	2-11-2020
ECWA CHAIR SIGNAT	URE:		_ 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 CRM CONTRACTION	IG INC	
ADDRESS OF PRINCIPAL OFFICE: STREET		
)EN	
AREA CODE 716 PHONE 627-5111	STATE N.Y. ZI	P 14057
Check one: CORPORATION PARTNE	RSHIP IN	DIVIDUAL
INCORPORATED UNDER THE LAWS OF THE ST	ATE OF NEW Y	ORK
If foreign corporation, state if authorized to do busines		
If foreign corporation, state if authorized to do business	B III MIO DUMO GII IO,I. I	
YES	NO	
TRADE NAMES:		
ADDRESS OF LOCAL OFFICE: STREET		
CITY		
AREA CODE PHONE	STATE	ZIP
AREA CODE	-	
NAMES AND ADDRESSES OF PARTNERS:		
CRAIG MOSGELER	Annual designation of the second seco	
1800 STURGEON POINT RD.		
DERBY, N.Y. 14047		
IDENTIFICATION #: (COMPLETE ONE):	181927	
Federal Employer Identification Number: 16-1	101702	
Social Security Number:		

BID SECURITY FORM

BIDDER (Name and Address): CRM CONTRACTING INC.	
7274 SOUTHWESTERN BL	VD
EDEN N.Y. 14057	
SURETY (Name and Address of Principal Place of	Business):
CERIFIED BANK CHECK IS F	ATTACHED.
OWNER: Erie County Water Authority 295 Main Street, Room 350 Buffalo, New York 14203	
BID DUE DATE: FEBRUARY 11, 20	20
PROJECT: PUMP VOLUTE BLASTING AND PAINTING Project No: 202000019	3
BOND BOND NUMBER: DATE: (Not later than Bid due date): PENAL SUM:	
PENAL SUM:(Words)	(Figures)
IN WITNESS WHEREOF, Surety and Bidder, int the terms printed on the reverse side hereof, do eac its behalf by its authorized officer, agent, or represe	ch cause this Bid Bond to be duly executed of
BIDDER	SURETY
CRM CONTRACTING INC (Seal)	(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: NESIDENT Signature and Title	By:
Signature and Title	Signature and Title
	(Attach Power of Attorney)
Attest: Signature and Title	Attest:

- 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 p	erjury this	11TH	day _	of Fo	EBRUARY	<u>, 20 ZC</u>
TERMS	•				INATION		· · · · · · · · · · · · · · · · · · ·
FIRM NAME _	CRM	CONTRAC	TING I	NC.			
ADDRESS	7274	SOUTHW	ESTERN	BLV	D		and the second s
And the state of t		-				1405	7
AUTHORIZED TYPED NAME	SIGNATUI	E h	ma			12 11 10 10 10 10 10 10 10 10 10 10 10 10	and the second section of the section of t
TITLE Pai							

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.

FORM B

Offerer's Certification of Compliance With State Finance Law §139-k(5)

Instructions:

The Eric 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:
Name: CRAIG MOSGELLER
Title: PRESIDENT
Contractor Name: CRM CONTRACTING INC
Contractor Address: 7274 SOUTHWESTERN BLVD
EDEN, N.Y. 14057

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:
CRM CONTRACTING THE
Address: 7274 SOUTHWESTERN BLVD.
EDEN, N.Y. 14057
Name and Title of Person Submitting this Form: CRAIG MOSGELLER, PRESIDENT
Contract Procurement Number: 20200019
Date: 2-11-2020
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): Yes
6.	If yes, please provide details below. Governmental Entity:
	Date of Termination or Withholding of Contract:
	Basis of Termination or Withholding:
٠	
	(Add additional pages as necessary)
Sta	ferer certifies that all information provided to the Erie County Water Authority with respect to the Finance Law §139-k is complete, true, and accurate.
Ву	:
Na	me: CRAIG MOSGELLER le: DRESIDENT
Tit	le: PRESIDENT

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(1).

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 terms 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)

Ву

Person authorized to sign)

(SEAL

BID SPECIFICATIONS

BID DESCRIPTION:

PUMP VOLUTE BLASTING AND PAINTING

PROJECT No. 202000019

SECTION 1 - SHOP DRAWING SUBMITTAL AND CORRESPONDENCE PROCEDURE

1.01 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

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

Clayton J. Johnson, Production Engineer Erie County Water Authority 3030 Union Road Cheektowaga, 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 .	OWNER's Name:	
b.	Project Name:	
Э.	Contract No.:	
d.	Transmittal No.:	
Э.	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 SUPPLIER's stamp of approval and signature, as evidence that submittal has been reviewed by SUPPLIER and verified as complete and in accordance with the Contract Documents. Submittals without this SUPPLIER's stamp of approval will not be reviewed by the ENGINEER and will be returned to the SUPPLIER.
 - 1. SUPPLIER's stamp shall contain the following:

"Project Name:	
Contractor's Name:	
Date:	
Item/Submittal Title:	
Specification Section:	
Submittal No. and Review Cycle:	
I hereby certify that the shop drawing has satisfied Supplier's obligations Contract Documents relative to Supplier's review and approval of this sub-	under the mittal.
Approved By (for SUPPLIER):	"; —

- D. The SUPPLIER shall initially submit to ENGINEER 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. ENGINEER will advise SUPPLIER 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.

1.02 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.
 - e. 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.
- 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.

1.03 ENGINEER'S REVIEW

A. Submittals not required in the Contract Documents will not be reviewed by ENGINEER and will not be recorded in ENGINEER'S submittal log. All hardcopies of such submittals will be returned to SUPPLIER.

- B. Submittals, Results of ENGINEER'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 ENGINEER'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 ENGINEER'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 ENGINEER'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 ENGINEER record resubmittal 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 ENGINEER 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 - BLASTING AND PAINTING

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope:

- 1. This Section includes the provisions for blasting and painting the interior volutes of OWNER's pumps. Only the interior pump volutes shall be blasted and painted.
- 2. Refer to Appendix D for Pump Dimensional Drawings. Within each pump Dimensional Drawing, within Appendix D, the quantity of each pump is listed. There is a total of 24 pumps to be coated. CONTRACTOR shall base their bid on the pump dimensions and quantities included in Appendix D.
- 3. CONTRACTOR shall be responsible for transporting pumps to and from OWNER's facility (ECWA Service Center; 3030 Union Road, Cheektowaga, NY 14227) to perform the work and when the work is complete.
- 4. CONTRACTOR shall assume that 11 pumps, included in Appendix D, will be available for CONTRACTOR transportation, blasting, and painting on or after March 1, 2020.
 - a. CONTRACTOR shall blast and paint the 11 pumps that are available on March 1, 2020 by June 1, 2020. Finished pumps shall be delivered to OWNER's facility by June 1, 2020.
- 5. CONTRACTOR shall assume that the remaining 13 pumps will be available for CONTRACTOR transportation, blasting, and painting on or after November 1, 2020.
 - a. CONTRACTOR shall blast and paint the 13 pumps that are available on November 1, 2020 by December 31, 2020. Finished pumps shall be delivered to OWNER's facility by December 31, 2020.

1.02 QUALITY ASSURANCE

A. Manufacturer's Qualifications:

- 1. CONTRACTOR shall have a minimum of five years of experience in blasting and painting pump volutes with similar coatings to those referenced in this section.
- 2. CONTRACTOR Company specializing in performing the work of this Section with minimum five years' documented experience demonstrating five successful projects and a letter of approval by coating manufacturer.

B. Component Supply and Compatibility:

1. All components shall be specifically manufactured for the specified service conditions.

1.03 REFERENCES

- A. Standards referenced in this Section are listed below:
 - 1. Society for Protective Coatings (SSPC)
 - 2. American National Standards Institute (ANSI)
 - 3. National Sanitation Foundation (NSF)
 - 4. Underwriters Laboratories (UL)
 - 5. National Precast Concrete Association (NPCA)

1.04 SYSTEM DESCRIPTION

A. Coated surfaces shall withstand continuous immersion in potable water.

1.05 SUBMITTALS

- A. Prior to submittal, provide specification to product manufacturer to review project and to make project-specific product recommendations, if appropriate.
- B. Product Data Provide manufacturer's data on specified products, describing physical and performance characteristics.
- C. Manufacturer's Installation Instructions Indicate required pre-application testing, surface preparation, primer, perimeter conditions requiring special attention, non-slip treatment, top coat, and total material thicknesses.
- D. Submit qualifications statement (letter) from manufacturer stating CONTRACTOR's training, qualifications, and approved status to install products.
- E. Submit manufacturer's inspection reports for surface preparation.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site in original, factory-sealed containers or packages labeled with identification of contents, manufacturer's name, address, trademark, date of manufacture, specification number, batch number, color, instructions for use, and recommendations for protective measures against toxicity.
- B. Materials shall be stored in a dry, enclosed area protected from exposure to moisture. Temperature of storage shall be maintained between 50 degrees F and 75 degrees F.

1.07 WARRANTY

A. Warranty – In accordance with the Instructions to Bidders and the Coating Manufacturer.

1.08 MAINTENANCE DATA

A. Maintenance Data - Include maintenance procedures, recommended maintenance materials, and procedures for repairing surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS AND PRODUCTS

- A. Belzona 1341N (Supermetalglide) by Belzona, Inc.
- B. Or OWNER Approved Equal. Equivalent materials of other manufacturers may be substituted only by approval of OWNER.
 - 1. Requests for substitution shall include manufacturer's literature for each product giving the name, generic type, descriptive information, solids by volume, recommended dry film thicknesses.
 - 2. Requests for substitution shall also include a list of five projects where each product has been used and rendered satisfactory service; which list shall include the following information:
 - a. Name and location of the plant.
 - b. A contact (name and telephone number) at the plant who is in a position to be aware of the performance of the proposed coatings; typically the plant superintendent, chief operator, or maintenance director.
 - c. Information about which coatings were used on which surfaces at the referenced plant.
 - 3. No request for substitution shall be considered that would decrease film thickness or offer a change in the generic type of coating specified.

 Manufacturer's certified test reports showing that substitute product(s) equal or exceed performance of specified products as tested according to:
 - a. ASTM B117 Standard Practice for Operating Salt Spray (Fog) Apparatus.
 - b. ASTM D522 Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings (Method A, Conical Mandrel).
 - c. ASTM D870 Standard Practice for Testing Water Resistance of Coatings Using Water Immersion.
 - d. ASTM D1014 Standard Practice for Conducting Exterior Exposure Tests of Paints and Coatings on Metal Substrates.

2.02 MATERIAL

- A. All products shall be NSF/ANS 61 Certified for drinking water system components. CONTRACTOR shall submit evidence of approval for all applicable materials.
- B. All materials used shall comply with all current federal, state and local Clean Air Actrelated regulations. It shall be the responsibility of equipment manufacturers to comply with laws in effect at their painting facilities.
- C. Coating system shall be designed to improve the efficiency of fluid handling equipment.
- D. Coating system shall protect metals from the effects of erosion-corrosion.
- E. Coating system shall be solvent free and not shrink during curing.
- F. Physical Properties:
 - 1. Compressive Strength (ASTM D-695): >= 8,300 psi
 - 2. Flexural Strength (ASTIM D-790): >= 6,500 psi
 - 3. Hardness (Shore D ASTM D-2240): >= 80
 - 4. Tensile Shear Adhesion to Mild Steel (ASTM D-1002): >= 3,800 psi

PART 3 EXECUTION

3.01 SURFACE PREPARATION

- A. Ensure that substrate conditions are ready to receive work as instructed by the coating manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Correct any condition that may potentially affect proper application.
- C. All surfaces to be painted shall be prepared with the objective of obtaining a clean and dry surface free from dust, rust, scale and all foreign matter. No painting shall be done before surfaces meet requirements of coating manufacturer.
- D. Hardware accessories, machined surfaces, plates, , and similar items in place prior to cleaning and coating, and not intended to be painted, shall be protected or removed during painting operations and repositioned upon completion of coating operations.
- E. All surface preparations shall be in strict accordance with the recommendations of the coating manufacturer.

- F. Brush away loose contamination and degrease with a rage soaked in the coating manufacturer's approved cleaning agent.
- G. Select an abrasive to give the necessary standard cleanliness and a minimum depth profile as required by the coating manufacturer.
- H. Blast clean the metal surface to achieve the standard of cleanliness as required by the coating manufacturer. CONTRACTOR shall have the capabilities to meet a standard near white finish in accordance with SSPC SP 10.
- I. After blasting, metal surfaces shall be coated before any oxidation of the surface takes place.

3.02 APPLICATION

- A. All coatings shall be applied in the CONTRACTOR's shop under temperaturecontrolled conditions.
- B. Apply coating in accordance with coating manufacturer's instructions.
- C. In accordance with coating manufacturer's instructions, apply multi-coats as required to achieve a minimum dry film thickness.
- D. All coating shall be applied without runs, sags, thin spots, or unacceptable marks. Paint shall be applied at the rate specified to achieve minimum dry mil thickness required. Additional coats shall be applied, if necessary, to obtain dry film thickness specified.
- E. Shop coated items shall be properly packaged and stored until they are incorporated into the work. Any coated surfaces that are damaged during handling, transportation, storage, or installation shall be cleaned, scraped, and patched before field touchup begins so that work shall be equal to original coating at shop.

3.03 INSPECTION

- A. Immediately after application of each unit, visually inspect for pinholes and misses. Where detected, immediately brush them out.
- B. Once the application is complete and the coating is dimensionally stable, perform a thorough visual inspection to confirm freedom from pinholes and misses, and to identify any possible mechanical damage.
- C. Spark testing in accordance with NACE SP0188 shall be carried out to confirm coating continuity. A voltage of 2.5 kV shall be used to confirm that a minimum coating thickness, in accordance with coating manufacturer's instructions, has been achieved.

 a. CONTRACTOR shall perform spark testing for each coated pump.

END OF BID SPECIFICATIONS

APPENDIX A

WOMEN AND MINORITY BUSINESS ENTERPRISE POLICY

ERIE COUNTY WATER AUTHORITY

APPENDIX A

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.

<u>Each</u> 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 <u>must</u> 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.

<u>The Minority Business Enterprise Utilization Report - Part C</u> certifies the actual dollar amount expended to MBE's. <u>Part C</u> must be completed by the prime CONTRACTOR and submitted at the seventy-five (75%) percent payment level.

<u>The Minority Business Enterprise Utilization Report - Part D</u> certifies the total dollar amount expended to MBE's. <u>Part D</u> 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	<u>PAGE NUMBER(S</u>)
Minority Business Utilization Report- Part A	6 & 7
Waiver Request	8
Erie County Water Authority Minority Business Enterprise Joint Venture Disclosure Affidavit	9
Erie County Water Authority Minority Business Enterprise Utilization Report - Part B	10 & 11
Minority Business Enterprise Utilization Report - Part C	12
Minority Business Enterprise Utilization Report - Part D	13

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 CRM CONTRACTING INC
AUTHORIZED REPRESENTATIVE CRAIG MOSGELER
ADDRESS 7274 SOUTHWESTERN BLUD ; EDEN, N.Y. 14057
TELEPHONE NUMBER 716-627-5111
PROJECT NAME PUMP VOLUTE BLASTING & PAINTING
PROJECT NUMBER 20200019
I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE) to bid on subcontracts on this project. 1. ALL OF THE LABOR FOR THIS PROJECT IS DONE IN HOUSE 2. I LOCATED A COMPANY WHO I CAN PURCHASE 3. SANDRIASTING SAND / SUPPLIES FROM. 4. I CANNOT LOCATE A SUPPLIES OF BELZONA CERAMIC 5. COATING, WHICH IS THE SPECIFIED PRODUCT IN CONTRACT. 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: RUCKER LUMBER ADDRESS: BOSTON STATE TELE NO. <u>141 - 522</u> 3 IRS NO.	Pa GAUDI	2500.00		yes X	
NAME:ADDRESS:TELE NOIRS NO.				YES	
NAME:_ ADDRESS: TELE NO, IRS NO				YES	
NAME: ADDRESS: TELE NO. IRS NO.				YES	

PART A CONTINUED

Assistance offered by CONTRAC obtaining work capital etc	TOR to MBE's as to bonding, union requirements,
1. N/A	
2.	
4	
6.	
Total Dollar Amount to be subcor Minority Business Enterprise(s):	s 2500.00
Total Amount of Bid:	<u>\$ 59820.00</u>
MBE Percent (%) of project bid:	4.290
YOU MUST ATTACH COPIES DOCUMENTS INCLUDING RE	OF RELEVANT CORRESPONDENCE AND TURN RECEIPTS.
	• •
3-6-70	A m Q
DATE	SIGNATURE OF AUTHORIZED REPRESENTATIVE
	obtaining work capital etc 1. //A 2

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) Eric County Water Authority 3030 Union Road Cheektowaga, New York 14227-1097

WAIVER

		3.4.6			
COMP	ANY <u>CRM</u> ESS <u>7274</u> S	CONTRACT	NG INC		
ADDR	ESS 7274 S	OUTHWESTER	J BLVD ; 1	EDEN, N.Y.	14057
TELEI	PHONE NUMBER _	716 - 627 (AREA CO	-5111 DDE)	(NUM)	BER)
1.	CONTRACTOR hat those trades, profess be solicited; and	s made a good faith sions, supplies, etc.	effort to adopt a for which minor	subcontracting on the ity business enterpa	nis project to rises bids could
2.	The total percentage supplies, etc. for what 10%.	e of the bids which on the original of the original	could be Subcon ess enterprises bi	tracted in trades, pr ids could be solicite	ofessions, d is less than
the ma	A waiver, as provid s that there are notin rket area of this proj sions, supplies, etc. v	sufficient (circle the ect which do subco	e appropriate ter stracting in the f	m) minority busines ollowing fields (list	ss enterprise in
1. <u>Su</u> 2 3 4. Suf \$	PPLIER OF BE CERAMIC COA PLIER OF SAM MEDIA/SUPPLIE	L'ZONA ' TINGS. DBLASTING S.	6 7 8 9 10		
(use ad	ditional sheets if neo	cessary)			
the red	If a partial waiver is uced goal.	granted the CONT	RACTOR will r	make a good faith et	fort to meet
	3-6-20 DATE			MULLE OF AUTHORIZE FATIVE OF COMP	
Grante	d in whole				
Grante	d in part <u>yes</u> ,	partial	vaiver o	ppurvel.	,
Comm	ents				
EQUA	anomy Le LOPPORTUNITY	stex 10	<u>Driefen</u> TITLE		DATE DATE
	NG DEPARTMENT ESENTATIVE	/	TITLE		DATE

Letter of Intent

BOSTON STATE POD. BOSTON, N.Y.	Date: <u>3 6 20</u>
Project Name and Number Project Now TE	BLASTING & PAINTING 202000019
Bid Amount: 59820, 00 M/W	
CRM CONTRACTING INC. Prime Contractor	_ agrees to enter into a contractual agreement
with RUCKER LUMBER INC. MWBE Subcontractor	, who will provide the following goods/
services in connection with the above referenced contra	* ** **
SANDBLASTING SAND PAIN	TING (COATING) SUPPLIES
for an estimated amount of \$ 2500.00 RUCKER LUMBER TUC. is curred (M/WBE Subcontractor) Is curred and is a	Anna ann an Taraga. Mar
Rrime Contractor	M/WBE Subcontractor
intend to work on the above-named contract in accord County Water Authority Contract, contingent upon award Signed (Prime Contactor) CRAIC MOSC ELLE 12 Printed Signature	dance with Appendix A of the M/WBE Section of the Erie of the contract to the aforementioned Prime Contractor. Michael Nowall Printed Signature
$\begin{array}{c cccc} & & & & & & & & & & & & & \\ \hline \textbf{Title} & & & & & & & & & \\ \hline \textbf{Title} & & & & & & & & \\ \hline \end{array}$	MANAGER 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:
Principal Office:
Office I note:
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:
88
I,, as representative of
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
SIGNATURE

ERIE COUNTY WATER AUTHORITY MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART B

CONTRACTOR	CONTRACT NAME					
I. List all bona fide m professional person binding agreement forth by the Erie Co will be utilized an must be submitted complete.	mel, or joint in accordanc ounty Water Id included a	venture firms, wit be with the Minor Authority. Include and estimated dolla	h whom you have rity Business Utili le minority truckin r amount. This ir	e entered into a ization Goal set ng firms that nformation		
(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 Authonot limited to, canceled che II. Total Dollar Amounts III. Total dollar amount of bio V. MBE Percent (%) of	ecks to verify nt to be Subo	y these amounts: contracted to mino	rity Business Ente	erprise(s):		
I, as a, do hereby certif	n official rep fy that the in	oresentative of formation listed al	pove is correct and	d complete.		
NAME			TITLE			
DATE						

(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:				
ĪRS #:				
NAME:ADDRESS:				
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NAME:ADDRESS:				
IRS#:				
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IRS #:		- HI-U-		
NAME:ADDRESS:				
IRS#:				
NAME:ADDRESS:				
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NAME:ADDRESS:				
IRS #:				
NAME:ADDRESS:				
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NAME:ADDRESS:				
IRS #:	· · · · · · · · · · · · · · · · · · ·		Solden and solder -	

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	0.1 - 1.2 - 1.4 -	CONTRACT:					
MBE	PART B CONTRACT AMOUNT OF ESTIMATE	TOTAL EXPENDED TO DATE	ESTIMATEI AMOUNT REMAINING				
* Erie County Water Authority reserves limited to, canceled checks to verify the I,	ese amounts.	cumentation includ	ling, but not				
as an official representat							
do hereby certify that the information li	sted above is correct an	nd complete.					
		NAM	E				
	. <u></u>	TITLE	3				
	· ·	DATE	<u> </u>				

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
	, as an official
o hereby certify that the information	on 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 B

INSURANCE REQUIREMENTS

ERIE COUNTY WATER AUTHORITY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
١,	RODUCER		CONTACT Dawn Parlier								
ŀ	The Evans Agency, LLC	PHONE (716) 549-3500 FAX (A/C, No. Ext): (716) 926-8690									
ne Grimsby Drive					I E-MAIL	هم مناه ما	evansagencyi	ns.com	1 (
	Suite 200					ADDRESS: Oparile (@evarisage) its continuous				NAIC#	
L	Hamburg			NY 14075	INCLIBE	Calaativa	Insurance of				12572
⊢	NSURED				INSURE	NA.					
					INSURE						
_	CRM CONTRACTING INC				INSURE	RC:					
	7274 SOUTHWESTERN BLVD				INSURE	RD:					
ı	1				INSURE	RE:					
	EDEN			NY 14057-9617	INSURE	RF:					
	OVERAGES CER	TIFIC	ATE	NUMBER: 20-21 Master				REVISION NUM	IBER:		
	THIS IS TO CERTIFY THAT THE POLICIES OF I INDICATED. NOTWITHSTANDING ANY REQUII CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH PO	REME AIN, T LICIE	NT, TI HE IN: S. LIM	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE IITS SHOWN MAY HAVE BEEN	CONTRA E POLICA	ACT OR OTHER ES DESCRIBEI ED BY PAID CL	R DOCUMENT V D HEREIN IS S LAIMS.	MITH RESPECT TO	O WHICH TH		
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	CDAING-MADE COCOR							MED EXP (Any one		s 15,0	100
	A H	Y		S 2333404		04/08/2020	04/08/2021			· -	0,000
١		`		2000				PERSONAL & ADV I		2.00	0,000
	GEN'LAGGREGATE LIMIT APPLIES PER:		1					GENERAL AGGREG		3 00	0,000
ı	POLICY DECT LOC							PRODUCTS - COMP		\$.	0,000
L	OTHER:		<u> </u>					COMBINED SINGLE	TIME	\$ 1.00	0.000
	AUTOMOBILE LIABILITY	ŀ						(Ea accident)		····	0,000
	ANY AUTO	ŀ						BODILY INJURY (Pe	· · · · · · · · · · · · · · · · · · ·	\$	
	A OWNED SCHEDULED AUTOS	Y		S 2333404		04/08/2020	04/08/2021	BODILY INJURY (Pe		\$	
l	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAG (Per accident)	EΕ	\$	
		ŀ						PIP-Work loss b	enefits	\$ 2,00	0
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Ŧ	DED X RETENTION \$ 10,000									s	
	WORKERS COMPENSATION	 						PER STATUTE	OTH- ER	<u> </u>	
l	AND EMPLOYERS' LIABILITY Y/N									•	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDEN		\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA I		\$	
	DESCRIPTION OF OPERATIONS below	<u> </u>	 					E.L. DISEASE - POL	ICY LIMIT	\$	
l j											
		<u> </u>	<u></u>								
ı	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	CORD 1	01, Additional Remarks Schedule,	may be at	ttached if more sp	ace is required)				
!	Project # 2020 000 19										
•	Pump Volute Blasting and Painting										
	Holder is included as additional insured on a pri	mary	and n	on contributory basis per writt	ten and e	executed contri	act (CG7300).	Per project aggre	gate limit		
ľ	applies.										
	CERTIFICATE HOLDER				CANC	ELLATION	VIV.004VVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVV		•		10101200111111111111111111111111111111
Ë					- VAINE		Washington V		zazzazazazatek		
•					SHO	ULD ANY OF T	HE ABOVE DE	SCRIBED POLICIE	ES BE CAN	CELLEC	BEFORE
								F, NOTICE WILL BI	E DELIVERI	ED IN	
1	Erie County Water Authority, Cla	ims			ACC	ORDANCE WIT	H THE POLIC	Y PROVISIONS.			
	3350 Ellicott Square Building										
	295 Main Street				AUTHORIZED REPRESENTATIVE						

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an K. Littler

Buffalo

NY 14203-2494



225 OAK STREET, BUFFALO, NEW YORK 14203-1685

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

AAAAA 161181932
EVANS AGENCY LLC
1 GRIMSBY DR SUITE 200
HAMBURG NY 14075



SCAN TO VALIDATE AND SUBSCRIBE

POLICYHOLDER

CRM CONTRACTING INC 7274 SOUTHWESTERN BLVD EDEN NY 14057 CERTIFICATE HOLDER

ERIE COUNTY WATER AUTHORITY 3350 ELLICOTT SQUARE BLDG 295 MAIN STREET BUFFALO NY 14203

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B2440 392-5	943093	04/08/2020 TO 04/08/2021	3/10/2020
B2440 392-5	943093	04/08/2020 TO 04/08/2021	3/10/20

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2440 392-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING



New York State Insurance Fund

[0001-000024403925][##B]

CRM CONTRACTING INC 7274 SOUTHWESTERN BLVD EDEN NY 14057

Date: 03/12/2020

Re: WC Policy B 2440392 - 5

Policyholder: CRM CONTRACTING INC

Dear Policyholder,

The policy provides the following limits of liability:

Part One - Workers' Compensation

There is no limit for liability. The policy provides all benefits required by the New York State Workers' Compensation Law.

Part Two - Employers Liability

There is no limit of liability for employees subject to the New York Workers' Compensation Law. The policy provides for unlimited liability for employees subject to the New York Workers' Compensation Law. Employers Liability limits are applicable only in connection with employees who are not subject to the New York Workers' Compensation Law as provided by endorsement to this policy.

This letter confers no rights and does not amend, extend or alter the coverage afforded by the policy.

If you have any further questions regarding the limits of liability pertaining to your State Fund Policy, please feel free to contact me at the number indicated below.

Sincerely,

Renee Ferbet

Policyholder Services Manager

Buffalo District Office

Remi Fell

(716) 851-2000

cc: EVANS AGENCY LLC

225 Oak Street Buffalo, NY 14203



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier 1s. Legal Name & Address of Insured (use street address only) CRIN CONTRACTING INC. ATTN: CRAIG MOSGELLER 7273 SOUTHWESTERN BLVD EDEN, NY 14057 Work Location of Insured (Chry required in coverage is specifically limited to carrier intentions in New York State, i.e., Ming-Lip Policy) 2. Name and Address of Entity Requesting Proof of Covarage (Entity Being Listed as the Certificate Holder) 2. Name and Address of Entity Requesting Proof of Covarage (Entity Being Listed as the Certificate Holder) 3. Name of Insurance Carrier Shelter-Point Life Insurance Company 3. Policy Humber of Entity Listed in Box "1s" DBL530022 3. Policy Manner of Entity Listed in Box "1s" DBL530022 3. Policy Manner of Entity Listed in Box "1s" DBL530022 3. Policy Insurance Carrier Shelter-Point Life Insurance Company 3. Policy Provides the following benefits: A Both disability and paid family leave benefits: B Disability berefits only. C Policy provides the following dass or classes of employer's employees: Under penalty of pegury, I certify that I am an authorized representative or Its Entity Request of the Insurance carrier referenced above and that the named insurance has NYS Disability and Or Paid Family Leave Benefits insurance coverage as described above. Under penalty of pegury, I certify that I am an authorized representative or Its Licensed Insurance Agent of the Insurance carrier's authorized representative or INS Licensed Insurance Agent of the Insurance coverage as described above. If Box 48, AC or SB is checked, this certificate is NOT COMPLETE. Mail it directly to the conflictate holder. If Box 48, AC or SB is checked, this certificate is NOT COMPLETE. Mail it directly to the conflictate holder. If Box 48, AC or SB is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.						
CRM CONTRACTING INC. ATTN: CRARG MOSGELLER 7224 SOUTHWESTERN BLVD EDEN, NY 14057 Work Location of Insurad (<i>Coly required It coverage is specifically limited to certain receive in New York State</i> , i.e., <i>Wap-Up Pelloy</i>) 2. Name and Address of Critity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Eric Courtly Water Authority 350 Ellicott Square Bidg 295 Main Street Buffalo, NY 14293 4. Policy provides the following benefits: A Policy provides the following benefits only. C Pald family leave benefits only. B. Disability and pald family leave benefits only. B. Disability enrieties only. B. Only the following class or classes of employer's employees: What A All of the employer's employees oligiblo under the NYS Disability and Pald Family Leave Benefits insurance coverage as described above. Under penalty of perjury, I certify that I am an authorized representative or ilconsed agent of the Insurance carrier referenced above and that the named insured has NYS Disability and or Pald Family Leave Benefits insurance coverage as described above. Under penalty of perjury, I certify that I am an authorized representative or ilconsed agent of the Insurance carrier referenced above and that the named insured has NYS Disability and or Pald Family Leave Benefits insurance coverage as described above. Under penalty of perjury, I certify that I am an authorized representative or ilconsed agent of the Insurance carrier referenced above and that the named insured has NYS Disability and Pald Family Leave Benefits insurance coverage as described above. Under penalty of perjury, I certify that I am an authorized representative or its insurance agent of that insurance agent of that insurance as a described above. Under penalty of perjury, I certify that I am an authorized representative or its insurance agent of the insurance carrier referenced above and that the named insurance has NYS Disability and Pald Family Leave Benefits Insurance coverage as described above. If Box 84 A and 5A are che	PART 1. To be co	ompleted by Disability and P	aid Family Leave	Benefits Carrier or Licensed I	Insurance	Agent of that Carrier
Superior Control (Control of Insured (Control of Converge) Superior Control (Control of Converge)	CRM CONTRAC ATTN: CRAIG N 7274 SOUTHWI	CTING INC. MOSGELLER ESTERN BLVD	ess only)	716-627-5111 1c. Federal Employer Identification		f Insured
Erie County Water Authority 3350 Ellicott Square Bildy 3350 Ellicott Square Bildy 295 Main Street Buffalo, NY 14293 4. Policy provides the following benefits: A. Both disability and paid family leave benefits. B. Disability benefits only. C. Paid family leave benefits only. S. Policy ocovers: B. A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. B. Only the following class or classes of employer's employees: Under penalty of penjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above. Under penalty of penjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above. Under penalty of penjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that leavance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law, it must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamon, NY 1390-5200. PART 2. To be completed by the NYS Workers' Compensation Board (only if Box 4C or 5B of Part 1 has been checked) State of New York Workers' Compensation Board According to Information maintained by the NYS Workers' Compensation Board (he above-named employer has complied with the NYS Disability and Paid			ecifically limited to	· ·		
DBL530022 3350 Ellicott Square Bidg 295 Main Street Buffalo, NY 14293 4. Policy provides the following benefits:	Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)					
3350 Ellicott Square Bldg 395 Main Street Buffalo, NY 14293 3c. Policy effective period 04/08/2019 1c 04/08/2019 1c 04/07/2021 4. Policy provides the following benefits: A. Both disability and paid family leave benefits. B. Disability benefits only. C. Paid family leave benefits only. 5. Policy covers: A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. B. Only the following class or classes of employer's employees: Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above. Date Signed 3/11/2020 By (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier's Authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200. PART 2. To be completed by the NYS Workers' Compensation Board (Insurance employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.	Erie County Wat	er Authority		3b. Policy Number of Entity Listed	d in Box "1a	1
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4. Policy provides the following benefits: A. Both disability and paid family leave benefits. B. Disability benefits only.				04/08/2019	to _	04/07/2021
Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200. PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked) State of New York Workers' Compensation Board According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees. Date Signed By (Signature of Authorized NYS Workers' Compensation Board Employee)	B. Only the Under penalty of p insured has NYS E	e following class or classes of emplo erjury, I certify that I am an authoriz Disability and/or Paid Family Leave	oyer's employees:	r licensed agent of the insurance car	6. A security on the second of	ed above and that the named
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Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200. PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked) State of New York Workers' Compensation Board According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees. Date Signed By (Signature of Authorized NYS Workers' Compensation Board Employee)		If Boxes 4A and 5A are checked Licensed Insurance Agent of the Box 4B, 4C or 5B is checked	nat carrier, this ce t. this certificate is	rtificate is COMPLETE. Mail it di NOT COMPLETE for purposes	of Section	e certificate holder. 220, Subd. 8 of the NYS
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	NYS Disability a	ormation maintained by the NYS nd Paid Family Leave Benefits	Jorkers' Com Workers' Compe Law with respect	npensation Board ensation Board, the above-name to all of his/her employees.		
	Date Signed	Ву		(Signature of Authorized NYS Workers' Com	pensation Boar	d Employee)
				· ·		

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



PUMP VOLUTE BLASTING AND PAINTING

PROJECT NO: 202000019

Insurance Specs:

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (ECWA). If a service or project, in the opinion of ECWA, represents an unusual or exceptional risk, ECWA 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 ongoing and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory
- · Per project aggregate shall apply

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
- · Per project aggregate shall apply

Certificates of Insurance to be provided to ECWA prior to start of work as follows:

ACORD 25 (Item a-e) 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 ECWA 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 ECWA 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 ECWA 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 professional service provider shall name ECWA, 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 ECWA 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, ECWA 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.

APPENDIX C

PREVAILING WAGE RATE SCHEDULE

ERIE COUNTY WATER AUTHORITY

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 citzens 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 ad follows:

When, pursuant to the provisions of this section two final 7. 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.
- The CONTRACTOR will send to each labor union or representative of workers with (b) 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 recruitment, employment, job assignment, promotion, upgrading, limited to: classification, demotion, transfer, layoff, discharge, expulsion or termination, rates of pay or other forms of compensation, and selection for training or retraining, including Such notice shall be given by the apprenticeship and on-the-job training. CONTRACTOR prior to the commencement of performance of this contract. 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.

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 "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. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, 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, by 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 Buffalo NY 14227

Schedule Year Date Requested 01/02/2020 PRC#

2019 through 2020 2020000062

Location

Erie County, New York

Project ID#

PN 202000019

Project Type

Pump Volute Blasting and Painting

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 N Name: Address:		
City:	Sta	ate: Zip:
Amount of Contract: Approximate Starting Date:	\$	Contract Type: [] (01) General Construction [] (02) Heating/Ventilation [] (03) Electrical
Approximate Completion Date:		[] (04) Plumbing [] (05) Other <u>:</u>

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

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' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the <u>last four digits</u> of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

епестіve date December i	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.

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.

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.state.ny.us.



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:

IA 999 (09/16)

WORKER NOTIFICATION

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

Effective February 24, 2008

This provision is an addition to the existing prevailing 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 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 particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

^{*} In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

New York State Department of Labor Bureau of Public Work

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:	
,	

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.

Where to find OSHA 10-hour Construction Course

- 1. NYS Department of Labor website for scheduled outreach training at: https://labor.ny.gov/workerprotection/safetyhealth/dosh training.shtm
- 2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ - School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail:mailto:japs@buffalo.edu

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more 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 of 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 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$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 work 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 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.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30.1 (Previously 30R)

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

To use the '4 Day / 10 Hour Work Schedule':

There MUST be a *Dispensation of Hours (PW30)* in place on the project

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30.1 Form.

REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30.1 Form.

Do not write in any additional Classifications or Counties.

(Please note: For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30.1

(Previously 30R)

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

Before completing Form PW30.1 check to be sure ...

- There is a Dispensation of Hours in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY;
 Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications
 - o Go to pages 2 and 3 of the form
 - Place a checkmark in the box to the right of the Job Classification you are choosing
 - Mark all Job Classifications that apply
 - ***Do not write in any additional Classifications or Counties. ***

Requestor Information:

• Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:

- Mail the completed PW30.1 form to: NYSDOL Bureau of Public Work, SOBC Bldg.12 –
 Rm.130, Albany, NY 12240 OR -
- Fax the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870



Bureau of Public Work Harriman
State Office Campus
Building 12, Room 130
Albany, New York 12240
Phone: (518) 457-5589 | Fax: (518) 485-1870
www.labor.ny.gov

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing this form, make sure that:

- There is a Dispensation of Hours in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please type or print the requested information and then mail or fax to the address above.

Contractor Information

Company Name:			FEIN:
Address:			
City:			Zip Code:
		Email:	
Contact Person:			
Phone No:	Fax No:	Email:	
Project Information			
Project PRC#:		Project Name/Type:	
Exact Location of Project:		County:	
(If you are Subcontractor) Prime Contractor Nar	me:		
Job Classification(s) to	Work 4/10 Schedule:	(Choose all that apply on Job Class *** Do not write in any additional Cl	sification Checklist - Pages 3-8) lassifications or Counties***
Requestor Informati	on		
Name:			
Title [.]		Date:	

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under **Entire Counties** & **Partial Counties**.

1.	Albany County	33.	Oneida County
2.	Allegany County	34.	Onondaga County
3.	Bronx County	35.	Ontario County
4.	Broome County	36.	Orange County
5.	Cattaraugus County	37.	Orleans County
6.	Cayuga County	38.	Oswego County
7.	Chautauqua County	39.	Otsego County
8.	Chemung County	40.	Putnam County
9.	Chenango County	41.	Queens County
10.	Clinton County	42.	Rensselaer County
11.	Columbia County	43.	Richmond County (Staten Island)
12.	Cortland County	44.	Rockland County
13.	Delaware County	45.	Saint Lawrence County
14.	Dutchess County	46.	Saratoga County
15.	Erie County	47.	Schenectady County
16.	Essex County	48.	Schoharie County
17.	Franklin County	49.	Schuyler County
18.	Fulton County	50.	Seneca County
19.	Genesee County	51.	Steuben County
20.	Greene County	52.	Suffolk County
21.	Hamilton County	53.	Sullivan County
22.	Herkimer County	54.	Tioga County
23.	Jefferson County	55.	Tompkins County
24.	Kings County (Brooklyn)	56.	Ulster County
25. 26	Lewis County	57.	Warren County
26.	Livingston County		-
27. 28.	Madison County Monroe County	58.	Washington County
			Wayne County
29. 30.	Montgomery County Nassau County	60.	Westchester County
31.	New York County (Manhattan)		Wyoming County
		62.	Yates County
32.	Niagara County		

PW 30.1 (06/17) 2 of 7

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag#	Entire Countles	Partial Counties	Check Box
Carpenter – Building	276B-All	7	2 ,5	Section and Property of the Paris of the Par
Carpenter – Building	276B-Cat	15	5	
Carpenter - Building	276-B-LIV	26, 28, 35, 59	61	
Carpenter - Building	276B-Gen	19, 32, 37	61	
Carpenter – Heavy & Highway	276HH-All	2, 5, 7		
Carpenter – Heavy & Highway	276HH-Erie	15		
Carpenter – Heavy & Highway	276HH- Gen	19, 32, 37, 61		
Carpenter – Heavy & Highway	276HH-Liv	26, 28, 35, 59		
Carpenter - Residential	276R-All	7	2, 5	
Carpenter – Building	277B-Bro	4, 54		
Carpenter – Building	277B-CAY	6, 50, 62		
Carpenter - Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter – Building	277 JLS	23, 25, 45		
Carpenter - Building	277 omh	22, 27, 33		
Carpenter – Building	277 On	34		
Carpenter Building	277 Os	38		
Carpenter – Building	277CDO Bldg	9, 13, 39		
Carpenter – Heavy & Highway	277CDO HH	9, 13, 39		
Carpenter – Heavy & Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		
Carpenter - Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		
Carpenter – Building	291B-Cli	10, 16, 17		
Carpenter – Building	291B-Ham	21, 57, 58		
Carpenter – Building	291B-Sar	46		
Carpenter – Heavy & Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician – Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	77,77,77,77
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		-
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer - Building	633 bON	34		=

PW 30.1 (06/17) 4 of 7

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag#	Entire Counties	Partial Counties	Check Box
Laborer – Building	633b Cay	6		
Laborer – Building	633bOS	38		
Laborer - Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers - Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	
Laborer – Residential	621r	2, 7	5	
Laborers – Tunnel	157	47	18, 29, 46	
Laborers - Tunnel	35T	21, 22, 27, 33	18, 29	
Laborers – Tunnel	190	1, 42, 58	11, 20, 46	
Mason Building	2TS.1	1, 10,11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 38	27	
Mason – Building	2b-on	34		
Mason – Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	
Mason – Building	2b.2	22, 33	25	
Mason – Building	2b.3	6, 34	27	
Mason - Building	2b.4	38		
Mason – Building	2b.5	23	25	
Mason - Building	2b.6	45		
Mason – Building	2b.8	10, 16, 17	57	
Mason – Building	3b-Co-Z2	8, 49, 51	2	
Mason – Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building – Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason - Building	3B-lth-Z2	12, 55		

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag#	Entire Counties	Partial Counties	Check Box
Mason – Building	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B- z3R.Orleans	37		
Mason - Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason - Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	. '
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Operating Engineer – Heavy & Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		-
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		
Painter	150	28, 59, 62	26, 35	

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag #	Entire Counties	Partial Countles	Check Box
Painter	178 B	4, 9, 54		
Painter	178 E	8, 49	51	
Painter	178	12, 55		
Painter	178 O	13, 39		
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	
Painter	38.O		38	
Painter	38.W	23, 45	25	
Painter	4- Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	461	26, 28, 35, 50, 59, 62		
Teamsters – Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters – Heavy & Highway	317bhh	6, 12, 50, 51, 55, 62	2	
Teamsters - Building/Heavy & Highway	456	40, 60		

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 that 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

DISTRICT 12

DISTRICT 12

Erie County General Construction

01/01/2020

JOB DESCRIPTION Boilermaker

ENTIRE COUNTIES

Boilermaker

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

WAGES

Per hours:

07/01/2019

01/01/2020

Additional

Boilermaker

\$34.10

\$1.25

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:

\$ 30,15*

*NOTE: \$28.91 of this amount is for every Hour "Paid"

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: Overtime:

See (1) on HOLIDAY PAGE 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:

1st to 6th

\$ 29.15**

7th to 8th

\$30.15***

12-7

Carpenter - Building

01/01/2020

JOB DESCRIPTION Carpenter - Building

ENTIRE COUNTIES

PARTIAL COUNTIES

Cattaraugus: Townships of Persia and Perrysburg

WAGES

Per hour: Buildina:

07/01/2019

Carpenter \$ 32.40 FloorLayer 32,40 Certified Welder 33,40 Hazardous Waste Worker 33.90 Diver-Dry Day 33.40 Diver Tender 33.40 Diver-Wet Day*** 61.25

Page 32

^{**}NOTE: \$27.91 of this amount is for every Hour "Paid"

^{***}NOTE: \$28.91 of this amount is for every Hour "Paid"

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' 101' to 150' additional \$0.50 per foot additional \$0.75 per foot

151' and deeper

additional \$1.25 per foot

Penetration pay:

0' to 50' 51' to 100' no additional fee

additional \$0.75 per foot

additional \$1.00 per foot 101' and deeper

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)

\$ 28.18

Diver(s)

28.18

OVERTIME PAY

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

HOLIDAY

Paid: Overtime: See (1) on HOLIDAY PAGE

See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

1st

2nd

3rd

4th

50% 60% 70%

80%

Indentured After 01/01/2016

1st

2nd

3rd

4th

5th

50%

60%

65%

70%

80%

Supplemental Benefits per hour worked:

1st \$11.75

2nd \$11.75

3rd \$14.35

4th

\$14.35

5th \$14.35

Carpenter - Building / Heavy&Highway

12-276B-Cat 01/01/2020

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

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

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east 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 per hour:

07/01/2019

07/01/2020 Additional

07/01/2021 Additional

DISTRICT 2

Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface

\$ 30.88

\$ 1.15

\$1.15

DISTRICT 12

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 23.10

OVERTIME PAY

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

HOLIDAY

Paid: Overtime: See (5) on HOLIDAY PAGE

See (5, 6, 16) on HOLIDAY PAGE

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan 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 55% 2nd 60% 3rd 70%

4th 80%

Supplemental Benefits per hour:

1st year term 2nd year term 3rd year term \$ 11.55 11.55

> 14.15 14.15

4th year term 14.

2-42AtSS

Carpenter - Heavy&Highway

01/01/2020

JOB DESCRIPTION Carpenter - Heavy&Highway

ENTIRE COUNTIES

Erie

WAGES

Dan harring	07/04/0040
Per hour:	07/01/2019
Carpenter	\$ 34.60
Certified Welder	36.10
Diver-Dry Day	35.60
Diver-Wet Day**	59.60
Diver Tender	35.60
Hazardous Material Worker	36.60
Piledriver	34.60
Millwright	36.10
Effluent & Slurry Diver-Dry Day	53.40
Effluent & Slurry Diver-Wet Day	89.40

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' 101' to 150' 151' to 200' additional \$0.50 per foot additional \$0.75 per foot additional \$1.25 per foot

Penetration pay:

0' to 50' 51' to 100' no additional fee

101' to deeper

additional \$0.75 per foot 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.

DISTRICT 3

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)

\$ 29.11

Diver(s)

29.11

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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 55% 2nd 60% 70%

4th 80%

Indentured After 01/01/2016

1st

2nd

3rd

4th

5th 80%

70% 55% 60% 65%

1st \$11.55

Supplemental benefits per hour worked: 2nd

3rd \$11,55 \$14.15

4th \$14.15

5th

\$14.15

12-276HH-Erie 01/01/2020

JOB DESCRIPTION Electrician

ENTIRE COUNTIES

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:

07/01/2019

06/01/2020 Additional

Electrician*

\$ 35.64

\$1.80

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:

\$ 28.10*

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

^{*} Includes teledata work

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following wages:

0 to 1000 to 2000 to 3500 to 5000 to 6500 to 8000 \$13.20 \$14.25 \$16.05 \$19.60 \$24.95 \$28.50

Supplemental benefits per hour:

0 to 1000 to 5000 to 8000 \$ 12.51* \$ 22.75* \$ 28,10*

3-41

Elevator Constructor

01/01/2020

JOB DESCRIPTION Elevator Constructor

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2019 \$49.81

Elevator Constructor Helper

34.87

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:

\$ 33.71

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE 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 70% 4th

55%

65%

80%

Supplemental benefits per hour:

\$33.71

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

3-14

Glazier

01/01/2020

JOB DESCRIPTION Glazier

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2019

05/01/2020

05/01/2021

Glazier

\$ 27.12

Additional \$ 1.20

Additional \$ 1.20

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

^{**} IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **

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

Working off Suspended

Scaffold (Swing Stage)

28.12

1.20

1.20

Maintenance

16.94*

0.85

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

\$ 22,50

Maintenance

14.20

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 50%

2nd 55% 3rd 60% 4th 65% 5th 70%

6th 75% 7th 80% 8th 90%

DISTRICT 3

Supplemental benefits per hour:

1st & 2nd terms

\$ 7.95

3rd & 4th terms

8.80

All other terms

10.20

Insulator - Heat & Frost

01/01/2020

3-660

JOB DESCRIPTION Insulator - Heat & Frost

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

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

WAGES

Per Hour:

07/01/2019

Heat & Frost Insulator

\$ 33.70

SUPPLEMENTAL BENEFITS

Per hour:

\$23.89

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

Ironworker

\$ 18.99

All other terms \$ 23.89

3-4

JOB DESCRIPTION Ironworker

01/01/2020

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

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

WAGES

Per hour:	07/01/2019	07/01/2020	07/01/2021
		Additional	Additional
Structural	\$ 31.10	\$ 1.25	\$ 1.25
Ornamental	31.10	1.25	1.25
Layout	31.10	1.25	1.25
Rodmen	31.10	1.25	1.25
Reinforcing	31.10	1.25	1,25
Welders	31.10	1.25	1.25
Riggers & Mach. Movers	31.10	1.25	1.25
Curtain Wall Erector	31.10	1.25	1.25
Window Erector	28.75	1.25	1.25
Fence Erector	29.67	1.25	1.25

SUPPLEMENTAL BENEFITS

Per hour:

Fence erectors \$ 27.15 All others 28.65

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: Overtime: See (1) on HOLIDAY PAGE 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 \$12.08 \$ 21.66 \$23.02 \$ 24.39

3-6

JOB DESCRIPTION Ironworker

DISTRICT 3

ENTIRE COUNTIES

Niagara

Ironworker

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:

07/01/2019

07/01/2020 Additional

Structural

\$30.75

\$ 1.25

Page 38

01/01/2020

Ornamental Reinforcing Rigger & Mach. Mover Pre-Engineered Fence Erector Pre-Cast Erector Welder	30.75 30.75 30.75 30.75 30.75 30.75 30.75	1.25 1.25 1.25 1.25 1.25 1.25 1.25
Window Erector	30.75	1.25

SUPPLEMENTAL BENEFITS

Per hour:

\$ 29.25

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: Overtime: See (1) on HOLIDAY PAGE 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	\$ 11.25
2nd term	18.50
3rd term	19.53
4th term	20.57

3-9

Laborer - Building

01/01/2020

DISTRICT 3

JOB DESCRIPTION Laborer - Building

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:	07/01/2019	07/01/2020
Building Laborer:		Additional
CLASS A	\$ 27.88	\$ 1.75
CLASS B	28.05	1.75
CLASS C	28.16	1.75
CLASS D	28.63	1.75

DISTRICT 3

CLASS E	28.88	1.75
CLASS F	29.38	1.75
CLASS G	29.88	1.75

SUPPLEMENTAL BENEFITS

Per hour:

\$ 25.90

OVERTIME PAY

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

HOLIDAY

Paid: Overtime: See (22) on HOLIDAY PAGE

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:

\$ 25.90

3-210b

Laborer - Heavy&Highway

01/01/2020

JOB DESCRIPTION Laborer - Heavy&Highway

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:	07/01/2019	07/01/2020	07/01/2021
Heavy/Highway Labo	гег:	Additional	Additional
GROUP A	\$ 30,66	\$ 1.25	\$ 1.25
GROUP B	30.86	1.25	1.25
GROUP C	31.06	1.25	1.25
GROUP D	31.26	1.25	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:	07/01/2019	07/01/2020	07/01/2021
Sewer/Water Laborer:			
GROUP A	\$ 30.66	\$ 1.25	\$ 1.25
GROUP B	30.76	1.25	1.25
GROUP C	30.81	1.25	1.25
GROUP D	30.91	1.25	1.25
GROUP E	31.26	1.25	1.25
GROUP F	31.66	1.25	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:

\$25.90

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

\$ 25.90

3-210h

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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:	07/01/2019	07/01/2020	07/01/2021
Tunnel Laborer:		Additional	Additional
CLASS A	\$ 32.16	\$ 1.25	\$ 1.25
CLASS B	32.31	1.25	1.25
CLASS C	32.41	1.25	1.25
CLASS D	32.91	1.25	1.25
CLASS E	33.01	1.25	1.25
CLASS F	33.41	1.25	1.25

CLASS G

33.66

1.25

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:

\$ 25.90

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

\$ 25.90

3-210t

Lineman Electrician

01/01/2020

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)

	07/01/2019	05/04/2020
Lineman, Technician	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	52.05	53.50
Welder, Cable Splicer	52.05	53.50
Digging Mach. Operator	46.85	48.15
Tractor Trailer Driver	44.24	45.48
Groundman, Truck Driver	41.64	42.80
Equipment Mechanic	41.64	42.80
Flagman	31.23	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	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	52.05	53.50
Cable Splicer	57.26	58.85
Certified Welder -		
Pipe Type Cable	54.65	56.18
Digging Mach. Operator	46.85	48.15
Tractor Trailer Driver	44.24	45.48

Groundman, Truck Driver	41.64	42.80
Equipment Mechanic	41.64	42.80
Flagman	31.23	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	\$ 53.37	\$ 54.82
Crane, Crawler Backhoe	53.37	54.82
Cable Splicer	58.71	60.30
Certified Welder -		
Pipe Type Cable	56.04	57.56
Digging Mach. Operator	48.03	49.34
Tractor Trailer Driver	45.36	46.60
Groundman, Truck Driver	42.70	43.86
Equipment Mechanic	42.70	43.86
Flagman	32.02	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	\$ 54.56	\$ 56,01
Crane, Crawler Backhoe	54.56	56.01
Cable Splicer	54.56	56.01
Digging Mach. Operator	49.10	50.41
Tractor Trailer Driver	46.38	47.61
Groundman, Truck Driver	43.65	44.81
Equipment Mechanic	43.65	. 44.81
Flagman	32.74	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 %

^{**} 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. *Effective 05/06/2013, 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	\$ 24.15	\$ 24.90
oodino, man	*plus 6.75% of	*plus 6.75% of
	hourly wage	hourly wage

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

OVERTIME PAY

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

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

4th

75%

1st	2nd
60%	65%

3rd 70% 5th 80%

6th 85% 7th 90%

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata

01/01/2020

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).

	07/01/2019	01/01/2020	01/01/2021
Cable Splicer	\$ 32.78	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 31.12	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 31.12	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 31.12	\$ 32.05	\$ 33.01
Groundman	\$ 16.49	\$ 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
~ 10	O 1 11 FT

REGULAR RATE

2ND SHIFT 3RD SHIFT REGULAR RATE PLUS 10% REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 4.73

\$ 4.73

\$ 4.73

*plus 3% of

*plus 3% of

*plus 3% of

wage paid

wage paid

wage paid

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: Overtime: See (1) on HOLIDAY PAGE

See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

01/01/2020

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

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

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:

07/01/2019	05/04/2020
\$ 45.00	\$ 46.20
45.00	46.20
47.25	48.51
40.50	41.58
38.25	39.27
36.00	36.96
36.00	36.96
27.00	27.72
	45.00 47.25 40.50 38.25 36.00 36.00

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%

** 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. *Effective 05/06/2013, 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	\$ 24.15 *plus 6.75% of	\$ 24.90 *plus 6.75% of
	hourly wage	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.

	07/01/2019	05/04/2020
1st term	\$ 27.00	\$ 27.72
2nd term	29.25	30.03
3rd term	31.50	32.34
4th term	33.75	34.65
5th term	36.00	36.96
6th term	38.25	39.27
7th term	40.50	41.58

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

01/01/2020

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

Per hour:

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.

U	11	U	1/	2	U'	19

Tree Trimmer	\$ 25.79
Equipment Operator	22.81
Equipment Mechanic	22.81
Truck Driver	18.99
Groundman	15.64
Flag person	. 11.27

SUPPLEMENTAL BENEFITS

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

Journeyman

\$ 9.98

*plus 3% of hourly wage

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

01/01/2020

JOB DESCRIPTION Mason - Building

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

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

Prevailing Wage Rates for 07/01/2019 - 06/30/2020 Last Published on Jan 01 2020

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

Per hour:

07/01/2019

Plasterer

\$ 30.15

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 20,49

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: Overtime: See (1) on HOLIDAY PAGE 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 \$ 21.00 \$ 14.00 \$ 15.00 \$ 16.00 \$ 17.00 \$ 18.00 \$ 19.00 \$ 20.00

Supplemental benefits per hour:

Hour terms at the following dollar amounts:

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

3-9-Pltr

Mason - Building

01/01/2020

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:

07/01/2019

Building:

Bricklayer

\$ 31.49

Stone Mason

31.49

Tuck Pointer

31.49

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

\$ 28.34

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 \$ 24.87 \$ 25.39 \$ 27.12

4th \$ 29.63

Supplemental benefits per hour:

1st \$ 10.95 2nd \$ 16.43 3rd \$ 20.70 4th \$ 24.20

5-3B-Z3

Mason - Building / Heavy&Highway

01/01/2020

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:

07/01/2019

07/01/2020 Additional

Cement Mason

\$ 30.00

\$ 1.25

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:

\$ 31.67

OVERTIME PAY

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

HOLIDAY

Paid: Overtime: See (1) on HOLIDAY PAGE 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 \$ 15.00 \$ 16.50 \$ 19.50 \$ 22.50 \$ 25.50 \$ 28.50

Supplemental benefits per hour:

1st 2nd 3rd 4th 5th 6th \$ 8.41 \$ 11.36 \$ 11.23 \$ 14.42 \$ 16.47 \$ 19.69

3-111Erie

Mason - Heavy&Highway

01/01/2020

JOB DESCRIPTION Mason - Heavy&Highway

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: Enitre 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: Heavy & Highway: 07/01/2019

07/01/2020 Additional 07/01/2021 Additional DISTRICT 5

Cement Mason

\$ 31.28

\$ 1.00

\$ 1.15

Bricklayer

31.28

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

\$ 22.23

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st 50%

2nd 60% 3rd 70% 4th 80%

Supplemental benefits per hour:

1st term

\$ 13.93

2nd - 4th term

22.23

5-3h

Mason - Tile Finisher

01/01/2020

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:

07/01/2019

Building:

Marble, Slate, Terrazzo

\$ 29.30

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:

\$ 16.13

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

See (5, 6) on HOLIDAY PAGE Overtime:

REGISTERED APPRENTICES

Wages per hour:

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

1st

2nd

3rd

\$ 18.74

\$ 21.31

\$ 24.13

Supplemental benefits per hour:

1st

2nd

3rd

\$ 8.44

\$ 10.43

\$ 12,17

5-3TF - Z3

DISTRICT 5

Mason - Tile Setter

01/01/2020

JOB DESCRIPTION Mason - Tile Setter

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

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

WAGES

Per hour:

07/01/2019

Building:

Marble, Slate, Terrazzo

\$ 31.97

and Tile Setter

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:

\$ 27.36

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: Overtime: See (1) on HOLIDAY PAGE

See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1250 hour terms at the following wage:

1st

2nd

3rd

4th

\$ 24.65

\$ 25.12

\$ 26.89

\$ 20.53

\$ 29.93

Supplemental benefits per hour:

1st \$ 10.87 2nd \$ 16.35

3rd

4th \$ 23.45

5-3TS - Z3

Millwright

01/01/2020

DISTRICT 12

JOB DESCRIPTION Millwright

ENTIRE COUNTIES

Erie, Genesee, Niagara

WAGES

Per hour:

07/01/2019

07/01/2020

Additional

Building

\$ 32.60

\$ 1.35/Hr.

Heavy & Highway* 34.60

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.

^{*}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.

- 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

\$29.20

OVERTIME PAY

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

HOLIDAY Overtime:

Paid:

See (1) on HOLIDAY PAGE See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

1st 60% 2nd 70%

3rd 80%

4th 90%

Supplemental Benefits per hour worked:

1st

2nd

3rd

4th

\$11.55

\$23.91

\$ 25.67

\$27.49

12-1163-Gen/Nia/Orl/Wvo

DISTRICT 12

Operating Engineer - Building

01/01/2020

JOB DESCRIPTION Operating Engineer - Building

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 Payer, 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 Gunite 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, 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, 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 Wateriet 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, Revinius 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:	07/01/2019
Class A	\$ 37.21
Class B	32.73
Crane(Up to 60 Tons)	38.71
" (61 to 199 Tons)	40.71
" (200 to 399 Tons)	41.21
" (400 Tons or more)	41.71

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

\$ 29.85**

4th

\$29.71

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour: 1 year Terms

> 1st 2nd 3rd \$27.05 \$27.94 \$28.82

Supplemental benefits Per Hour:

All Apprentices \$28.95**

12-17b

Operating Engineer - Heavy&Highway

01/01/2020

DISTRICT 12

JOB DESCRIPTION Operating Engineer - Heavy&Highway

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

^{**}Note: For Overtime Hours \$21.65 of this amount is paid a straight time, the remaining balance of \$8.20 is paid at the same premium as the wage.

^{*} Only Saturdays between October 15th and April 15th.

^{**}Note: For Overtime Hours \$21.65 of this amount to be paid a straight time rate remaining balance of \$7.30 is paid at same premium as the wage.

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, Convoying Vehicles Convoying 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 Gunite 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), Revinius 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:	07/01/2019
Class A	\$ 38.99
Class B	34.49
Crane(boom over 100ft)	39.74
" (boom over 200ft)	39.99
" (boom over 300ft)	40.49

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

\$31.16*

*Note: For Overtime Hours \$23.46 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 \$31,49 \$32,49 \$33,49 \$34,49

Supplemental Benefits

All Apprentices

\$30.76*

Note: For Overtime Hours \$23.46 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

01/01/2020

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:	07/01/2019	10/01/2019
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 39.23	\$ 40.31
CLASS A2 Crane Operator (360 swing)	34.96	35.92
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	33.93	34.86
CLASS B2 Certified Welder	31.94	32.82
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.07	31.92
CLASS C2 Boat Operator	30.06	30.89
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	24.97	25.66

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B \$11.23 plus 7.5% of straight time wage, Overtime hours

10/01/2019 \$11.88 plus 7.5% of straight time wage, Overtime hours add \$ 0.63

add \$ 0.63

All Class C

\$10.93 plus 7.5% of straight time

wage, Overtime hours

add \$ 0.48

11.58 plus 7.5% of straight time

wage, Overtime hours

DISTRICT 12

add \$ 0.48

All Class D

\$10.63 plus 7.5% of straight time

wage, Overtime hours add \$ 0.33

11.28 plus 7.5% of straight time wage, Overtime hours

add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: Overtime: See (1) on HOLIDAY PAGE

See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew

01/01/2020

JOB DESCRIPTION Operating Engineer - Survey Crew

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.

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.

07/01/2019

Party Chief

Rod Person

\$ 41.51 39.15

Instrument Person

27.10

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

\$ 26.80

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

07/01/2019

0-1000 Hrs

60%

1001-2000 Hrs

70%

2001-3000 Hrs

80%

SUPPLEMENTAL BENEFITS per hour worked:

0-1000 Hrs	\$ 16.21
1001-2000 Hrs	18.92
2001-3000 Hrs	21.63

12-17D Sur

Operating Engineer - Survey Crew - Consulting Engineer

01/01/2020

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.

07/01/2019

Party Chief	\$ 41.51
Instrument Person	39.15
Rod Person	27.10

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 26.80

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:

07/01/2019

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

SUPPLEMENTAL BENEFITS per hour worked:

0-1000	\$ 16.21
1001-2000	18.92
2001-3000	21.63

12-17D Con Eng

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	A CANADA	

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:	07/01/2019	05/01/2020 Additional
Basic Rate (Brush & Roll)	\$ 26.45	\$ 1.00
Spray painting, wallcovering	26.45	1.00
Abrasive and hydroblasting	26.45	1.00
Taping/DryWall Finisher	26.95	1.00
Skeleton Steel*	27.20	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:

\$ 25.34

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: Overtime: See (1) on HOLIDAY PAGE

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/Drywal	Finisher: 750	hour terms at	the following p	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:

A,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		.,,,					
1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 2.30	\$ 4,30	\$ 5.30	\$ 5.80	\$ 6,30	\$ 6,80	\$ 7.30	\$ 7.55

3-4-Buf, Nia, Olean

DISTRICT 3

01/01/2020

JOB DESCRIPTION Painter

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

Painter

Per hour:	07/01/2019	05/01/2020
		Additional
Bridge	\$ 38.50	\$ 1.05
Tunnel	38.50	1.05
Tank*	36.50	1.05

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:

\$ 28.70

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:

Overtime:

See (1) on HOLIDAY PAGE See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

50%

2nd 55% 3rd 60%

4th 65% 5th 75%

85%

Supplemental benefits per hour:

1st & 2nd terms

\$ 5.45

3rd & 4th terms

5.45

5th & 6th terms

6.45

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

01/01/2020

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

	07/01/2019
Metal Polisher	\$ 30.58
Metal Polisher*	31.53
Metal Polisher**	34.08

^{*}Note: Applies on New Construction & complete renovation

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2019

Journeyworker:

All classification

\$7.72

OVERTIME PAY

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

HOLIDAY

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

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:

07/01/2019

1st vear \$ 15.00 2nd year 15.00 3rd year 15.75

1st year*

\$ 17.39

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

2nd year*	17.44
3rd year*	18.29
-	
1st year**	\$ 19.50
2nd year**	19.50
3rd year**	20.25

^{*}Note: Applies on New Construction & complete renovation

Supplemental benefits:

Per hour:

\$ 5.52 1st year 2nd year 5.52 5,52 3rd year

8-8A/28A-MP

Plumber

01/01/2020

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:

07/01/2019

Plumber

\$ 35.60

Steamfitter

\$ 35.60

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 25.86

Note - \$3.40 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%

90% 75%

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

Supplemental benefits per hour:

\$ 21.30

Note - \$3.40 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

Roofer

01/01/2020

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

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2019	06/01/2020 Additional	06/01/2021 Additional
Asbestos Removal	\$ 32.00	\$ 1.50	\$ 1.00
Slate, Tile	29.15	1.50	1.00
Precast tile / slabs	29.15	1.50	1.00
Crete / gypsum planks	29.15	1.50	1.00
Damp and waterproofer	29.00	1.50	1.00
Composition, spayers,	29,00	1.50	1.00
Aspalt mastic,	29.00	1.50	1.00
Steep roofers	29.00	1.50	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:

\$ 22.47

OVERTIME PAY

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

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

HOLIDAY

Paid: Overtime: See (1) on HOLIDAY PAGE

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:

to 999 to 499 to 1499 to 1999 to 2499 to 2999 to 3499 to 4499 \$8.21 \$8.21 \$ 12.34 \$ 12.54 \$ 19.88 \$ 20.53 \$ 21.18 \$ 21.82

3-74

Sheetmetal Worker

01/01/2020

JOB DESCRIPTION Sheetmetal Worker

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:

07/01/2019

06/01/2020 Additional 05/31/2021 Additional

DISTRICT 3

Sheet Metal Worker

\$ 34.38

\$ 1.25

\$ 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 Third Shift

\$ 3.25 \$ 5.00

SUPPLEMENTAL BENEFITS

Per hour

\$ 25.59*

* Note - \$17.89 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 See (5, 6, 16) on HOLIDAY PAGE Overtime:

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st term	\$ 15.47
2nd term	20.19
3rd term	21.61
4th term	25.87
5th term	28.70

Supplemental benefits per hour:

\$ 15.59	Note - \$7.89 of this amount must be paid at the same premium as the wage.
18.59	Note - \$10.89 of this amount must be paid at the same premium as the wage.
22.89	Note - \$15.19 of this amount must be paid at the same premium as the wage.
23.79	Note - \$16.09 of this amount must be paid at the same premium as the wage.
24.39	Note - \$16.69 of this amount must be paid at the same premium as the wage.
	18.59 22.89 23.79

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
and the second s	

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

01/01/2020

DISTRICT 1

JOB DESCRIPTION Sprinkler Fitter

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 Sprinkler 07/01/2019 \$ 34.91

Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyman

\$ 24.93

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

See (5, 6) on HOLIDAY PAGE Overtime:

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

For Apprentices HIRED ON OR AFTER 04/01/2010:

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

1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 45% 50% 55% 60% 65% 70% 75% 80% 85% 90%

Supplemental Benefits per hour worked

2nd 3rd 4th 5th 6th 7th 8th 9th 10th \$ 9.18 \$ 9.22 \$17.89 \$17.93 \$ 18.48 \$ 18.52 \$ 18.57 \$ 18.61 \$ 18.66 \$ 18.70

For Apprentices HIRED ON OR AFTER 04/01/2013:

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

1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 45% 50% 55% 60% 65% 70% 75% 80% 85% 90%

Supplemental Benefits per hour worked

1st 2nd 5th 6th 7th 9th 10th 3rd 4th 8th \$8.27 \$8.27 \$ 18.04 \$ 18.04 \$ 18.29 \$ 18.29 \$ 18.29 \$ 18.29 \$ 18.29 \$ 18.29

1-669

Teamster - Building / Heavy&Highway

01/01/2020

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:

07/01/2019

All GROUPS

\$ 38.72

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:

\$ 13.59*

*Note - Only \$ 6.00 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

Teamster - Building / Heavy&Highway

01/01/2020

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

WAGES

Per hour: Dump Truck Operator* 07/01/2019

\$ 22.25

*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:

\$ 1.44

OVERTIME PAY

See (B, B2, Q) on OVERTIME PAGE

HOLIDAY

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

3-449d-DT

Welder

01/01/2020

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

07/01/2019

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
(1)	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
(0)	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.)

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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 Da	ate:
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: ()	2. NY State Units (see Item 5) 101 DOT 102 OGS 103 Dormitory Authority 104 State University 105 Construction Fund 105 Mental Hygiene 106 Facilities Corp.	☐ 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
E-Mail:	☐ 06 OTHER N.Y. STATE UNIT	(Describe)
3. SEND REPLY TO (☐ check if new or change) Name and complete address:	4. SERVICE REQUIRED. Check appropriate information. New Schedule of Wages and Supple APPROXIMATE BID DATE: Additional Occupation and/or Redete	ments.
Telephone:() Fax: () E-Mail:	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, Furnigators 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 Wick	s Law involving separate bidding?	YES NO
10.Name and Title of Requester	Signature	aan gaar oo aaraan iliyo qaaga ka qoo oo aaraa aa



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.

<u>Debarment Database:</u> 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, <u>or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://applications.labor.ny.gov/EDList/searchPage.do</u>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

AGENCY	Fiscal Officer	FEIN*:55	EMPLOYER NAME	EMPLOYER DBA NAME	AODRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON	05/15/2015	05/15/2020
					1560 DECATUR STREETRIDGEWOOD NY 11385		
DOL	ĐOL	****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANNA HEIGHTS RD	03/13/2015	03/12/2020
DOL	DOL	*****3344	ACT INC		PUTNAM VALLEY NY 10542 6409 LAND O LAKES BLVD	11/10/2015	11/10/2020
		*****4018	ADIRONDACK BUILDING	-	LAND O LAKES FL 34638 4156 WILSON ROAD EAST	03/26/2019	03/26/2024
DOL	DOL.		RESTORATION INC.		TABERG NY 13471	33,23,23,2	07/29/2020
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	07/29/2015	
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	DOL.		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL.	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL.		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMEN T	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		ANGELO F COKER			12/04/2018	12/04/2023
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS	09/02/2015	09/02/2020
					644 OCEAN PARKWAYBROOKLYN NY 11230		
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL ·	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG	07/08/2015	07/08/2020
					TURNPIKELACKAWANNA NY 14218		
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	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE	07/15/2015	07/15/2020
DOL	NYC	****4779	ASTORIA GENERAL		BELLEVILLE NJ 07109 35-34 31ST STREET	09/02/2015	09/02/2020
DOL	NYC	*****7217	CONTRACTING CORP ASTRO COMMUNICATIONS OF		LONG ISLAND CITY NY 11106 79 ALEXANDER AVE- STE 36A	10/30/2015	10/30/2020
DOL	NYC	*****6046	NY CORP ATLANTIC SUN		BRONX NY 10454 58-46 59TH AVENUE	05/08/2015	05/08/2020
		*****6683	CONTRUCTION CORP ATLAS RESTORATION CORP.		MASPETH NY 11378 35-12 19TH AVENUE	08/02/2017	08/02/2022
DOL	NYC	0000			ASTORIA NY 11105 1273 NORTH AVENUE/#1 CP	04/07/2015	04/07/2020
DOL	NYC	447	AUDLEY O'BRIEN		NEW ROCHELLE NY 10804		10/30/2023
DOF	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020

DOL	NYC		BALWINDER SINGH	1	421 HUDSON ST	02/20/2019	02/20/2024
					SUITE C5NEW YORK NY 10014		
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
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.	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
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	^****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		CANTISANI & ASSOCIATES		442 ARMONK RD MOUNT KISCSO 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	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
ĐOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G 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	*****3B12	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	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
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	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020

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	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
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 DOUGLASTON 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
DOF	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	12/04/2018	12/04/2023
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADAUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	*****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL.		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
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
ĎOL	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 KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
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.	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
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	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL I. WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
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	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.		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
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	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	*****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	DOF		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
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	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL.	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
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		JAM CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOI.	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
ĐOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES E RHYNDERS	"	91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021

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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		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
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		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
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	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	07/29/2015	07/29/2020
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
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	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL.	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS RD	03/13/2015	03/13/2020
DOL	DOL		JOY MARTIN		PUTNAM VALLEY NY 10542 2404 DELAWARE AVE	09/12/2018	09/12/2023
DOL	DOL		JUANA MARTINEZ		NIGARA FALLS NY 14305 C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
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		375 LAKE SHORE DRIVE	01/23/2017	01/23/2022
DOL	DOL		INC KATIE BURDICK		PUTNAM VALLEY NY 10579 2238 BAKER RD	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		GILLETT PA 16923 375 LAKE SHORE DRIVE	01/23/2017	01/23/2022
DOL	DOL	****9732	KENT HOLLOW SIDING LLC		PUTNAM VALLEY NY 10579 29A BRIDGE STREET	01/15/2016	01/15/2021
DOL	DOT		KIM SOROCENSKI		NEW MILFORD CT 06776 C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT	11/19/2015	11/19/2020
DOL ·	DOL	*****3490	L & M CONSTRUCTION/DRYWALL		JEFFERSON NY 11776 1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	INC. LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020

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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		LAURI MARTONE		112 OSCAWANA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/13/2020
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
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	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		ALBANY NY 12201 PO BOX 10007	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		ALBANY NY 12201 PO BOX 10007	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		ALBANY NY 12201 PO BOX 10007	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		ALBANY NY 12201 PO BOX 10007	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		ALBANY NY 12201 PO BOX 10007	01/17/2017	09/19/2022
DOL	DOL		LINDSEY R CRILL		ALBANY NY 12201 143 FILLMORE AVENUE	01/08/2015	01/08/2020
DOL.	DA	*****4460	LONG ISLAND GLASS &	······································	BUFFALO NY 14210 4 MANHASSET TRL	09/06/2018	09/06/2023
DOL	AG	****4216	STOREFRONTS, LLC LOTUS-C CORP.		RIDGE NY 11961 81-06 34TH AVENUE	02/07/2018	02/07/2023
					APT. 6EJACKSON HEIGHTS NY 11372		
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL.	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL	****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
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		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	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020

ĐOL	DOL		MARVIN A STURDEVANT	7710-2411	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	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
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 PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL.		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
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
DOF	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
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	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
ĐOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020 _.
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
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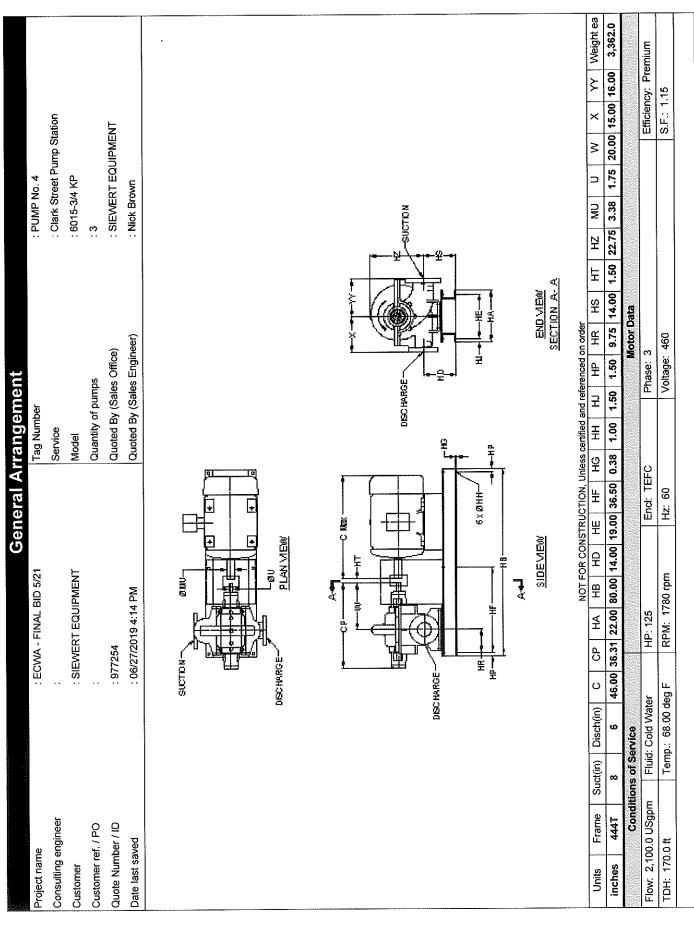
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
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	DOL	*****6895	PROLINE CONCRETE OF WNY		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
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	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
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	*****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	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
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	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 1446B	02/19/2016	02/19/2021
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	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023

DOL	. DOL	Τ	RYAN ALBIE		21 S HOWELLS POINT ROAD	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING		BELLPORT NY 11713 21 S HOWELLS POINT ROAD	02/21/2017	02/21/2022
			INC		BELLPORT NY 11713		<u> </u>
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	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11652	10/30/2015	10/30/2020
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 GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL.		SHANE BURDICK		2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
ĎOL.	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,		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
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
ĐOL	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	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	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
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	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
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	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
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	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWATLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
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	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
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	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON 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 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
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		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
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	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020
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

PUMP DIMENSIONAL DRAWINGS



Siewert Equipment · 175 Akron Street · Rochester, NY 14609 phone: (585) 482-9640 · fax: (585) 482-4149 · www.siewertequipment.com

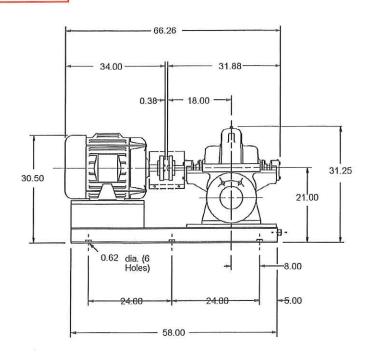


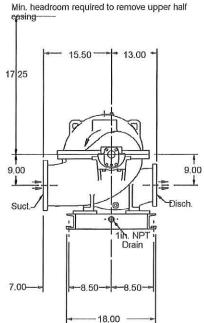
OUTLINE DRAWING

Model 3410 M Size 6x8-14



Quantity: 4





Pump Specification

SUCT.FLANGE SIZE 8" DRILLING ANSI 125 #	FACING FF	FINISH SMOOTH
DISCH.FLANGE SIZE 6" DRILLING ANSI 125 #	FACING FF	FINISH SMOOTH
PUMP ROTATION (LOOKING AT PUMP FROM MOTOR)	CW	
TYPE OF LUBRICATION REGREASABLE BEARINGS		COOLED NO
TYPE OF STUFFING BOX STANDARD		COOLED NO
TYPE OF SEALING MECHANICAL SEAL		

Weights and Measurements

PUMP	665.0 lb
MOTOR/CPLG	835.0/23.0 lb
BASEPLATE	285.0 lb
TOTAL	1,808.0 lb
GR.VOLUME w/BOX	63.8 ft³
GR.WEIGHT w/BOX	2,127.0 lb

Motor Specification

MOTOR BY	PUMP MFG	MOUNT BY PUMP	MFG	MFG.	NIDEC		
FRAME	364T	POWER	60.0 hp		RPM	1800	
PHASE	3	FREQUENCY	60 HZ		VOLTS	460	
INSULATION	F	S.F.	1.15				
ENCLOSURE	TEFC - INV	ERTER DUTY					

Notes and References

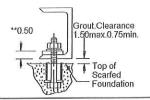
- MTR DIMENSIONS ARE APPROXIMATE
- INSTALL FOUNDATION BOLTS IN PIPE SLEEVES - ALLOW FROM 0.75 to 1.50in. FOR
- GROUTING. SEE INSTRUCTION BOOK FOR DETAILS. - FLANGE DRILLING: SUCTION FLANGE TOP 4 HOLES 3/4-10 UNC-28, BOTTOM 4 HOLES 7/8 DIA. DRILL THRU
- ** Foundation bolt grip thickness

Auxiliary Specification

COUPLING BY	PUMP MFG	CPLG TYPE	FALK T10 1070T	
CPL GUARD BY	PUMP MFG	CPLG GUARD MATL	CARBON STEEL	
BASEPLATE FABRICATED STEEL DRIP LIP 261-56				
MECH SEAL GOULDS SEALPLUS SPICS (CARBON VS SILICON CARBIDE)				

FOR PUMP TAPPED OPENINGS REFER TO DWG.: TKC19014-HT / Pump No. 2 (East Aurora PS)

Typical Anchor Bolt Installation



Customer: FLUID KINETICS INC Serial No: Customer P.O. No:

DRAWING IS FOR REFERENCE ONLY.

Item No: Pump No. 2 (East Aurora PS) End User: Erie Co Water Authority

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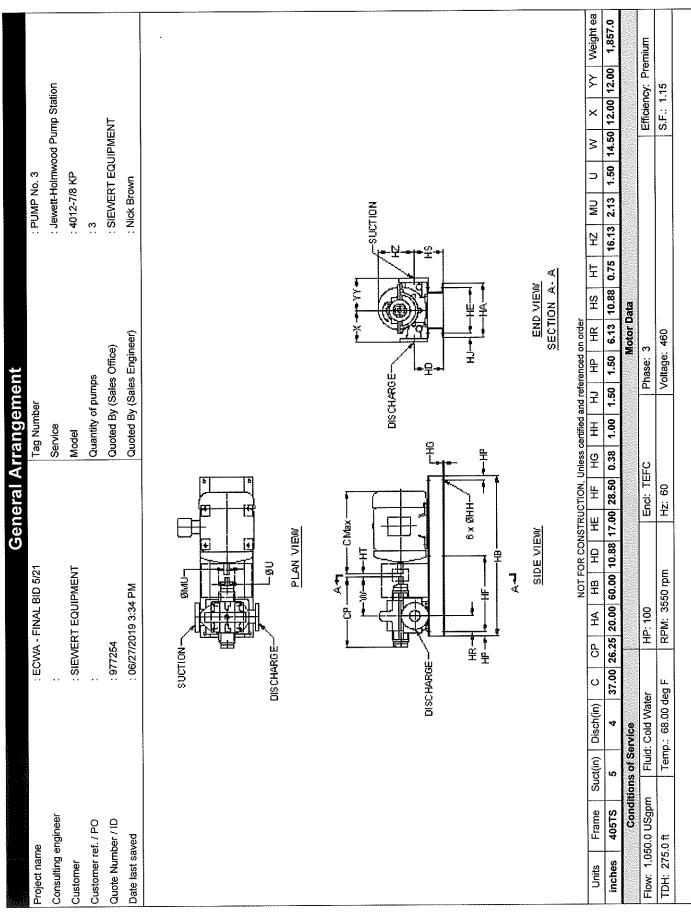
DRAWING NO KC19014-HT/Pump No. 2 (East Aurora PS)

NOT CERTIFIED FOR CONSTRUCTION UNLESS SIGNED.

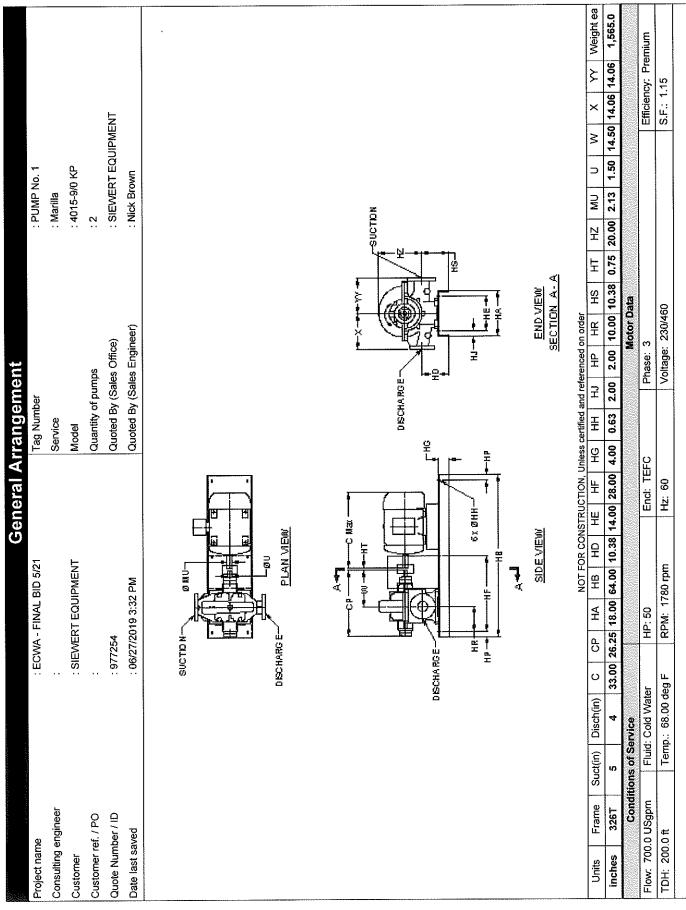
All dimensions are in inches. Drawing is not to scale Weights (lbs) are approximate

FORM# ED1190 N/A

Program Version 1.72.0.0



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