

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

**Contract:** \_\_\_\_\_ **Project No.:** 202100004  
**Project Description:** Landscape Services 2021

**Item Description:**


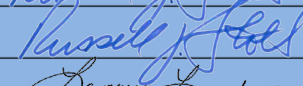

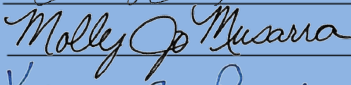

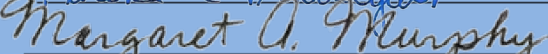
- |   |   |   |                                       |
|---|---|---|---------------------------------------|
| <input type="checkbox"/> Agreement                            | <input checked="" type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment          | <input type="checkbox"/>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

**Action Requested:**


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

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

- |  |  |                  |
|--|--|------------------|
| <input type="checkbox"/> Other (if Applicable)                 | _____  | Date: _____      |
| <input checked="" type="checkbox"/> Chief Operating Officer    |                   | Date: 4/7/2021   |
| <input checked="" type="checkbox"/> Executive Engineer         |  /for L. Kowalski | Date: 4/7/2021   |
| <input checked="" type="checkbox"/> Director of Administration |                   | Date: 04/07/2021 |
| <input checked="" type="checkbox"/> Risk Manager               |                   | Date: 04/07/2021 |
| <input checked="" type="checkbox"/> Chief Financial Officer    |                  | Date: 04/07/2021 |
| <input checked="" type="checkbox"/> Legal                      |                  | Date: 04/07/2021 |

**APPROVED FOR BOARD RESOLUTION:**

- |  |  |                  |
|--|--|------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: 04/07/2021 |
|--|--|------------------|

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

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



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

04/06/2021

TO: Terrence D. McCracken, Secretary to the Authority

FROM: Lavonya C. Lester, Director of Administration *LCL*

SUBJECT: Landscape Services - Professional Service Agreement PN#202100004

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New York State Industries for the Disabled, Inc is a not-for-profit organization registered as a preferred source through the Office of General Services. They provide products and services to state agencies, public benefit corporations and political subdivisions across New York State. The organization partners with member agencies which provide community employment to those who are disabled.

The New York State Industries for the Disabled has provided landscaping services to the Authority since 2015. As a public authority, under New York State Finance Law STF §162, the Authority may acquire landscaping services from New York State Industries for the Disabled as a preferred source. I am recommending that we continue doing business with New York State Industries for the Disabled through ARC of Erie County its member agency.

The Authority's legal department has put together a professional services agreement that includes details relative to the scope, pricing, and terms of the landscape agreement. The services provided will include the restoration of lawns, mowing, maintaining flowers, flower beds, tree trimming, shrubbery and the cleanup of leaves, trash, and litter. Landscape services will be provided at the Service Center, Van De Water, Sturgeon Point and (53) fifty-three additional service locations throughout the Authority footprint. This agreement also includes salting services for Van De Water and Sturgeon Point locations for the months of November - April.

The agreement will begin April 15<sup>th</sup> through April 14<sup>th</sup>, 2022 with (4) four potential one-year extensions, at the sole discretion of the Authority, at mutually agreed upon terms. The annual cost is \$422,343.53. Cost includes all labor, materials, equipment, travel time and tolls to all 56 locations in total.

The following department units and budget lines will be used to pay for the services.

Control Dept	Unit:1020 401000 620319	Approx. 67% total cost
Sturgeon Point	Unit:1010 401000 620119	Approx. 16% total cost
Van De Water	Unit:1015 401000 620219	Approx. 9% total cost
Service Center	Unit:3070 401000 680019	Approx. 7% total cost

I am requesting Board authorization and Board execution of this landscaping professional services agreement.

**PROFESSIONAL SERVICES AGREEMENT  
FOR LANDSCAPING SERVICES**

This is an Agreement effective as of April 15, 2021 (“Effective Date”) by and between

**ERIE COUNTY WATER AUTHORITY**

295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the “Authority,”

**NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.**

11 Columbia Circle Drive  
Albany, New York 12203

hereinafter referred to as “NYSID,” and

**ERIE COUNTY CHAPTER NYSARC, INC. d/b/a**

**THE ARC ERIE COUNTY NEW YORK**

30 Wilson Road  
Williamsville, New York 14221

hereinafter referred to as the “ARC.”

NYSID and the ARC are hereinafter collectively referred to as the “Service Provider.”

**WHEREAS**, the Authority is a public benefit corporation organized under Article 5, Title 3 of the Public Authorities Law of the State of New York, and pursuant to such enabling legislation, the Authority’s members are appointed by Erie County Legislature;

**WHEREAS**, no member of the Authority is appointed by the Governor of the State of New York and therefore the Authority is a local public authority;

**WHEREAS**, as a public authority, the Authority may acquire landscaping services from a preferred source vendor that compensates workers in accordance with the prevailing wage standards established by Article 9 of the New York Labor Law;

**WHEREAS**, NYSID is a preferred source facilitating agency that works with preferred sources throughout New York State, including ARC in Erie County;

**WHEREAS**, the Authority seeks to enter into a contract for general landscaping services at its Service Center located at 3030 Union Road, Cheektowaga, New York (“Service Center”), its Sturgeon Point Water Treatment Plant located at 722 Sturgeon Point Road, Derby, New York (“Sturgeon Point”), its Van de Water Treatment Plant located at 3750 River Road, Tonawanda, New York (Van de Water”), and at fifty three (53) other sites consisting of pump stations and water tanks located throughout its water system upon the terms and conditions set for in this Agreement.

**NOW, THEREFORE,** in consideration of the mutual promises set forth in this Agreement, the Authority and the Service Provider agree as follows:

## **ARTICLE 1 – LANDSCAPING SERVICES**

### **1.01 Standard of Performance:**

- A. The Service Provider shall be held to the same standard of care applicable to any provider of professional landscaping and related services. The Service Provider shall use the same the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the time and in the same locality.
- B. The Service Provider agrees to provide reliable landscaping services that will provide the Authority properties with a well-maintained landscape appearance characteristic of publicly owned properties.
- C. The Service Provider agrees that its employees will conduct themselves in a professional business manner while on Authority property, which includes, but is not limited to, no loud music and no disruptive behavior.
- D. The Service Provider agree that its employees will comply with the Authority's Drug and Alcohol Policy that requires a drug and alcohol-free environment on Authority premises.

### **1.02 Scope of Services:**

- A. ***Coordination of Services with the Authority***
  - 1. The Authority's Director of Administration shall designate a Facilities Manager to coordinate services provided under this Agreement with the Service Provider. For the purposes of this Agreement, unless otherwise indicated by the Director of Administration, the Facilities Manager shall be Stanley A. Jemiolo, an Administrative Assistant to the Authority. The Facilities Manager will act as the Service Provider's primary contact with the Authority.
  - 2. The ARC shall designate an Operations Manager and agrees to provide the Facilities Manager with the name and contact information of the Operations Manager. The Operations Manager will oversee the services provided to the Authority under this Agreement. The Operations Manager must train all staff prior such staff providing services to the Authority. The Operations Manager is responsible for monitoring all grounds maintenance staff assigned to Authority property and for ensuring the quality of the work performed by the grounds maintenance staff meets the requirements of this contract.

3. The Operations Manager will provide the Facilities Manager with a list of all personnel performing services at Authority property.
4. The Operations Manager will schedule all services performed under this Agreement with the Facilities Manager.
5. The Operations Manager will meet with the Facilities Manager on, or prior to April 15<sup>th</sup> of each year for the term of this Agreement to outline the Service Provider's plan of operation, review the goals for the work to be completed and to designate responsible contact persons.

**B. *Landscaping Services***

1. All landscaping services provided under this Agreement will be provided at the Service Center, Sturgeon Point, Van de Water, and at fifty-three (53) other sites consisting of pump stations and water tanks (collectively, the "Service Locations"). The Service Locations, a description of each location and estimated site size are attached to, and incorporated into this Agreement as, Appendix A.
2. The Service Provider agrees to provide landscaping services for the restoration of lawns, fine mowing, rough moving, replacing and maintaining plant material, maintaining flower beds, trimming of trees and shrubs, the cleanup of undesirable litter/trash/leaves, and the maintenance of driveways and pipe storage yards.
3. The Service Provider agrees that all landscaping services shall be performed seasonally from April 15<sup>th</sup> through November 15<sup>th</sup> during the term of this Agreement. The Service Provider agrees that all work shall be completed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday. The Facilities Manager and Operations Manager may agree to alter these hours.
4. The Service Provider agrees that it has all appropriate equipment to complete the work required under this Agreement. The Authority may request to inspect the Service Provider's equipment at any time during the term of this Agreement. The Service Provider's failure to have appropriate equipment available is grounds for terminating this Agreement.
5. The Facilities Manager, working with the Operations Manager, will designate what landscaping services are to be performed at each Service Location and the frequency such tasks will be performed. The Service Locations list attached at Appendix A includes a sample of services previously requested at each site.
6. The Service Provider agrees to provide the Facilities Manager with 48-hour notice of any work which requires the use of materials that will be furnished by the Service Provider, including, but not limited to topsoil, seed, fertilizer

and plants. The materials to be used must be approved by the Facilities Manager prior to the commencement of work or the Authority reserves the right to deny payment for such materials.

7. The Service Provider agrees to submit a monthly work report to the Facilities Manager by the 15<sup>th</sup> of each month. The work report may be faxed, mailed, emailed or hand delivered. The monthly work report must include the number of times each site was maintained, and any materials used by the Service Provider.

8. ***General Grounds Maintenance***

- a. **Lawn Maintenance**

- i. All areas indicated on Appendix A or designated by the Facilities Manager for lawn maintenance shall be mowed once per week, or at such intervals as directed by the Facilities Manager.
    - ii. The Service Provider agrees to mow with either a reel type, rotary mower, or a gang type mower. All mowing equipment must have sharp cutting blades and be in proper operating condition so as not to damage the grass. The mowing machines shall be operated at speeds recommended by the manufacturer or speeds slow enough to result in an even, uniformly cut surface on the turf.
    - iii. The Service Provider agrees that it will not cut the grass closer than two inches from the soil. The Service Provider agrees that clippings will be left on the turf and not removed.
    - iv. The Service Provider agrees that it will clean and maintain a minimum of four feet around the outside of all fence lines and along each side of the entrance driveway of all Service Locations, as well as any area designated by the Facilities Manager, with the use of fine mowing, rough mowing, herbicides, string trimming and tree trimming. This area must be maintained so that a clear line of sight is achieved. The Service Provider agrees to clear all fencing at the Service Locations from plant life, leaves and debris. The Service Provider agrees to remove and properly dispose of any leaves or rubbish found along such fence lines.
    - v. The Service Provider agrees to clip or trim the edges adjacent to fences and places inaccessible to the mower on all occasions that it mows the lawn at any site.

- vi. The Facilities Manager has the authority to require an area removed immediately if he finds the work unsatisfactory.

**b. General Landscaping:**

- i. The Service Provider agrees to maintain all ornamental shrubs and shrub beds at the Service Locations in accordance with proper horticultural practices.
- ii. The Service Provider agrees to prune and/or trim shrubs and ground cover plants at the Service Locations to their normal configuration and to force thicker growth where plants have become loose or straggled. The Facilities Manager will direct the Service Provider if heavy shearing or pruning is required on any plant.
- iii. The Service Provider agrees to prune and trim all trees in the area to be mowed or close to buildings to remove all low hanging branches and dead limbs. The Service Provider agrees to remove all dead and dying limbs from pine and spruce trees to prevent the spread of disease. The Service Provider agrees to trim back branches that are overhanging fence lines or walkways. All other trees shall be trimmed as directed by the Facilities Manager. The Service Provider agrees to remove dead branches and debris from the Service Locations. Any tree limbs that fall or are deemed unsafe, unwanted, or determined to be a nuisance shall be picked up and removed before mowing.
- iv. This Agreement does not include work related to the removal of dead or unhealthy trees.

**c. Flower Bed Maintenance:**

- i. The Service Provider agrees to remove all weed growth and to cultivate the flower beds and other ornamental plantings at the Service Center on the first and third weeks of every month. The Service Provider agrees that the use of weed killers in the flower beds is prohibited.
- ii. The Service Provider agrees to apply a 10-6-4 organic fertilizer to the flower beds at the Service Center at a rate of 1 pound per 100 Square Feet during the first week of each month of the growing season.
- iii. The Service Provider agrees to maintain all flowering plants at the Service Center to promote continuous bloom.

- iv. The Service Provider agrees to replace unhealthy flowers or plants that die during the season at the direction of the Facilities Manager.
- v. The Service Provider agrees to straighten all existing grass barriers around the flower beds at the direction of the Facilities Manager. The Service Provider agrees to replace any missing or severely damaged grass barriers at the direction of the Facilities Manager.

d. **Herbicide Application:**

- i. The Service Provider agrees to apply a complete kill herbicide at the immediate base of all fencing at the Service Locations to prevent growth of tall grass, weeds, and vines. Such application shall not extend beyond one foot from the base of the fence.
- ii. The Service Provider agrees to apply a chemical soil sterilant and complete kill herbicide to the driveways, walks, parking lots and storage areas at the Service Locations. The Service Provider agrees to exercise care in the application of such herbicides to prevent damage to adjacent lawns, shrubs, and other plantings. The Service Provider agrees to be responsible for all damage caused by improper application of herbicide.
- iii. The Service Provider agrees to obtain pre-approval of all herbicides to be used from the Facilities Manager.
- iv. The Service Provider agrees that all herbicide applications will be completed no later than May 31<sup>st</sup> for each year of the term of this Agreement.
- v. The Service Provider agrees that no application of herbicide will be made at the fence surrounding the coagulation basins at Sturgeon Point and Van de Water.

9. ***Rough Mowed Areas***

- a. The Facilities Manager will designate certain areas, including embankments, slopes and relatively flat areas as rough mowed areas.
- b. The Service Provider agrees to provide rough mowing and trimming to areas so designated during the first week of each month from June through October during the term of this Agreement. Rough mowing shall be performed with a powered sickle-bar mower or equivalent. The Service Provider agrees to clip or trim edges adjacent to buildings, fences and places inaccessible to the mower.



- c. The Authority does not require the application of fertilizers and weed kills in areas designated by the Facilities Manager as rough mowed areas.
- d. The Service Provider agrees that it will clean and maintain a minimum of four feet around the outside of all fence lines and along each side of the entrance driveway of all Service Locations, as well as any area designated by the Facilities Manager, with the use of fine mowing, rough mowing, herbicides, string trimming and tree trimming.
- e. The Service Provider agrees to rough mow the area along the river outside the fence line and along the north property line at the Van de Water Raw Water Station.
- f. The Service Provider agrees to rough mow the area outside the fence and along the shoreline from the marina to the north property line at Van de Water. The Service Provider agrees to clean up and dispose of debris, including, but not limited to driftwood, logs, brush, and rough mow, in the beach area from the marina to the north property line at Van de Water.

10. ***Flower Bed Installation***

- a. The Service Provider agrees to plant perennial flower beds at the Service Center no later than May 31, 2021, including labor and materials pursuant to this section.
- b. The Service Provider agrees to remove all existing landscaping on west and north sides of building and parking lot mulch bed.
- c. The Service Provider agrees to mulch area on north side of building.
- d. The Service Provider agrees to soil and seed areas east and west of main entrance sidewalk outside of new perennial beds.
- e. The Service Provider agrees to add a mulch bed around the tree on the south side of building.
- f. The Service Provider agrees to remove the mulch bed and add stone bed behind the handicap ramp.
- g. The Service Provider agrees to remove mulch bed and add soil and grass in the parking lot island.
- h. The Service Provider agrees to plant perennial garden beds on north and south sides of main entrance sidewalk, including a

combination of: sedum/phlox, dwarf grass – blue fescue, dwarf grass – hamein, day lilly – yellow/orange, coral bells – purple, false indigo, big fountain grass, weigela – wine/rose, hydrangea, butterfly bush, black eyed susan, lilac boomerang, upright junipers, and assorted rocks.

- i. The Service Provider agrees to trim, prune, and shape all remaining evergreen and deciduous landscaping.

11. ***Spring and Fall Clean Up***

- a. The Service Provider agrees to repair, grade, to dress, fertilize and seed all lawn areas damaged during the winter at the direction of the Facilities Manager.
- b. The Service Provider agrees to remove and dispose of any trash, dead leaves, fallen trees, tree limbs, or other debris found on any of the Service Locations.
- c. The Service Provider agrees to rake and crown all gravel parking areas, gravel storage areas, walks, driveways, and other stone areas to remove ruts, holes, and puddles at the direction of the Facilities Manager. The Service Provider agrees to fill and grade all potholes and depressions with suitable stone or gravel at the direction of the Facilities Manager.
- d. The Service Provider agrees to edge driveways, sidewalks, flower and shrub beds twice per season by May 31<sup>st</sup> and by August 15<sup>th</sup>.
- e. The Service Provider agrees to inspect all Service Locations and to identify all dead, unhealthy, severely wind-burned or damaged trees. The Service Provider agrees to review such inspection with the Facilities Manager and to perform pruning, topping or removal at the direction of the Facilities Manager.
- f. In the spring, the Service Provider agrees to mulch each shrub and/or shrub bed with a two-inch thick layer of hardwood mulch.
- g. In the fall, the Service Provider agrees to collect and removal all leaves on the lawn, fence lines, or along buildings at the Service Locations no later than November 15<sup>th</sup> each year during the term of this Agreement.
- h. The Service Provider agrees to provide annual maintenance and replanting of the flower beds at the Service Center no later than May 31<sup>st</sup> for each year of the term of this Agreement after 2021, unless designated otherwise by the Facilities Manager.

- i. The Service Provider agrees to weed and mulch the perennial flower beds.
- ii. The Service Provider agrees to remove and replace dead flowers as directed by the Facilities Manager.
- iii. The Service Provider agrees to thin overgrown perennial flowers as directed by the Facilities Manager.
- i. The Service Provider agrees to prepare the four planters at the base of the flag pole, located south of the entrance to the Service Center for use as a vegetable garden to be planted and maintained by Authority personnel. The Service Provider agrees to clean the planters, fill the planters with topsoil and mulch the planters with an organic, non-colored mulch. The Service Provider agrees to complete this work no later than May 31<sup>st</sup> for each year of the term of this Agreement. The Service Provider acknowledges that no further work will be performed in the planters through the remainder of the season.

**C. *Salting Services***

- 1. All salting services provided under this Agreement will be provided at the Sturgeon Point, Van de Water, and the Van de Water Raw Water Pump Station.
- 2. All salting services will be provided on an as-needed basis as requested by the Facilities Manager.
- 3. The Service Provider agrees that all salting services shall be performed seasonally from November 15<sup>th</sup> through April 15<sup>th</sup> during the term of this Agreement.
- 4. The Service Provider agrees that salting services at Sturgeon Point will include salting the main roadway from Sturgeon Point Road to both parking areas, the parking area in front of the main building, and the parking area in the rear of main building. In special cases, at the request of the Facilities Manager, the Service Provider agrees that it will include salting the main roadway to the lake.
- 5. The Service Provider agrees that salting services at Van de Water will include salting the main entrance from River Road to the main parking lot in front of the building, the parking area in front of the building, the main drive that circles the building and the back parking lot and dumpster area.
- 6. The Service Provider agrees that salting services at the Van de Water Raw Water Pump Station will include salting at the main entrance road from

River Road to the front of the building, the right main drive in front of the building, and the roadway around the back of the building.

**D.     *Landscaping Staff***

1.     The Service Provider acknowledges that the Authority locations serviced under this Agreement are secure facilities that are not open to the general public. The Authority takes great care to ensure the security of its facilities, including performing background checks on all employees. The Service Provider agrees that all grounds maintenance staff assigned to Authority properties cannot have any conviction in the past ten years for any crime related to theft, trespass or unauthorized entry into a private dwelling or facility.
2.     The Service Provider acknowledges that the Authority has adopted a Drug and Alcohol policy, and that Authority employees are routinely and randomly tested under this policy. The Service Provider agrees to provide the Facilities Manager with a copy of the policy relating to drug and alcohol use applicable to cleaning staff. The Service Provider agrees that, at a minimum, there will be a procedure by which the Authority can request that cleaning staff suspected to be under the influence of drugs or alcohol on Authority property will be drug tested, at the Service Provider's expense, if so requested by the Facilities Manager.

**E.     *Service Provider's Additional Obligations***

1.     The Service Provider agrees that any work involving pesticide or herbicide application will be performed by individuals who are registered with the Department of Environmental Conservation as a Pesticide Applicator (Business) and as a Certified Applicator, Category 3A (Ornamental and Turf) for the term of this Agreement.
2.     The Service Provider agrees to supply the Authority with SDS sheets for all pesticides used at any Service Location.
3.     If the Facility Manager has reason to believe that landscaping materials, including, but not limited to, seed, fertilizer, weed killer and topsoil do not meet the Authority's specifications, the Authority reserves the right to have testing have such material performed by an approved laboratory. All testing shall be at the Service Provider's expense.
4.     The Service Provider agrees to maintain all work areas in an orderly fashion.
5.     The Service Provider agrees to keep all pavement clean and clear of debris.
6.     The Service Provider agrees that the labor performed under this Agreement shall be performed in accordance with the requirements of Article 8 (Sections 220-223) of the New York State Labor Law. The supplements to

be provided and wages to be paid to workers, laborers and mechanics employed under this Agreement, determined pursuant to Section 220 of the Labor Law, are set forth in and incorporated in this Agreement as Appendix B, Prevailing Rate Schedule. The Contractor agrees that the wage rates and supplemental benefits shown in Appendix B are subject to change. The wage rates and supplemental benefits to be paid and provided are those prevailing at the time labor under this Agreement is being performed.

**1.03 Access to Authority Property:**

- A. The Service Provider must notify the Authority's Security Officer and provide government-issued photo identification of all employees retained by the Service Provider, or its subcontractor, who will be working on-site at one of the Authority's facilities and must also provide any additional information reasonably requested by the Authority's Security Officer. All employees of the Service Provider working on-site at one of the Authority's facilities are subject to the Health Screening Questionnaire described in § 1.04.
- B. The Security Officer will issue contractor cards to the Service Provider's employees assigned to work on-site at one of the Authority's facilities, allowing entrance to the grounds of such Authority facility subject to the same conditions as an Authority employee.
- C. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer.

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

**1.05 Compliance with Laws and Regulations, and Policies and Procedures**

- A. The Authority and the Service Provider shall comply with all applicable federal, state or local laws and regulations and all applicable Authority policies and procedures.
- B. The Service Provider shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.
- C. The Authority shall provide the Service Provider in writing any and all other Authority policies and procedures applicable to the Service Provider's performance of services under this Agreement. The Service Provider agrees to comply with such policies and procedures to the extent compliance is not inconsistent with professional practice requirements.

## ARTICLE 2 – PAYMENT OF PROFESSIONAL SERVICES

**2.01** The Service Provider shall submit monthly invoices to the Authority, detailing the hours worked, prevailing wages paid, and description of the services rendered to the Authority in a form acceptable to the Authority’s Chief Financial Officer and/or Comptroller. Payment for services will be made monthly.

**2.02** The Service Provider agrees to provide landscaping and salting services at the following per visit unit prices, which include all labor, materials, equipment, travel time and tolls to the Service Locations.

1. ***For General Grounds Maintenance (as described in §1.02 (B)(8)):***

<b>SITE</b>	<b>PER VISIT UNIT PRICE</b>	<b>ESTIMATED UNITS</b>	<b>ESTIMATED ANNUAL TOTAL COST</b>
1: George W. Markle Tank and Windom Pump Station	\$600.98	30	\$18,029.40
2: Hamburg Booster Station	\$132.48	30	\$3,974.40
3: Lakeview Booster Station	\$167.41	30	\$5,022.30
4: Sturgeon Point Water Treatment Plant	\$1,607.85	30	\$48,235.50
5: John Horner Pumping Station	\$157.77	30	\$4,733.10
6: George O. Guenther Pumping Station	\$344.45	30	\$10,333.50
7: Chestnut Ridge Tank	\$178.25	30	\$5,347.50
8: East Aurora Station	\$199.57	30	\$5,987.10
9: Leydecker Road Station	\$115.62	30	\$3,468.60
10: Broadway Pump Station and Tank	\$202.33	30	\$6,069.90
11: Service Center/Stephen L. Vukelic Pumping Station	\$352.88	30	\$10,586.40
12: Sandridge Tank – Alden	\$202.33	30	\$6,069.90
13: Wehrle Drive Tank	\$175.83	30	\$5,274.90
14: Pine Hill Pumping Station	\$290.26	30	\$8,707.80

15: Pleasantview Tank	\$226.42	30	\$6,792.60
16: Depew Pumping Station	\$354.57	30	\$10,637.10
17: Richard F. Ball Pumping Station and Tanks	\$278.21	30	\$8,346.30
18: Jerome D. Van de Water Raw Water Station	\$293.39	30	\$8,801.70
19: Van de Water Filter Plant	\$586.53	30	\$17,595.90
20: Clark Street Pump Station	\$194.86	30	\$5,845.80
21: Jewett-Holmwood Pumping Station	\$165.96	30	\$4,978.80
22: Marilla Pump Station	\$134.89	30	\$4,046.70
23: Harris Hill Pump Station	\$209.56	30	\$6,286.80
24: William Street Pump Station	\$134.89	30	\$4,046.70
25: Gartman Road Pump Station	\$146.93	30	\$4,407.90
26: Eden 1 Pump Station	\$180.05	30	\$5,401.50
27: Eden 2 Pump Station	\$174.64	30	\$5,239.20
28: Marilla Tank	\$204.74	30	\$6,142.20
29: Eden 3 Pump Station and Tank	\$112.01	30	\$3,360.30
30: Eden 4 Tank	\$174.63	30	\$5,238.90
31: North Boston Pump Station	\$109.60	30	\$3,288.00
32: Crestwood Tank	\$111.28	30	\$3,338.40
33: Keller Road Station	\$102.37	30	\$3,071.10
34: Rice Hill Tank	\$132.48	30	\$3,974.40
35: Violet Street Station and Tank	\$132.48	30	\$3,974.40
36: Long Street Tank	\$108.39	30	\$3,251.70

37: Janice Street Tank	\$101.17	30	\$3,035.10
38: Ward Road Tank	\$174.27	30	\$5,228.10
39: Scherff Road Tank	\$203.18	30	\$6,095.40
40: Cole Road Tank	\$172.23	30	\$5,166.90
41: Benning Road Tank	\$172.23	30	\$5,166.90
42: Veterans Park Station and Tank	\$203.18	30	\$6,095.40
43: Colvin Tank	\$203.18	30	\$6,095.40
44: Trevett Road Station	\$115.62	30	\$3,468.60
45: Wohlhueter Tank	\$174.99	30	\$5,249.70
46: East Hill Station	\$152.35	30	\$4,570.50
47: Kulp Road Tank	\$215.34	30	\$6,460.20
48: Jennings Road Station	\$105.02	30	\$3,150.60
49: East Church Street Tank	\$140.55	30	\$4,216.50
50: Trevett Road Tank	\$101.17	30	\$3,035.10
51: Emery Station and Tank	\$126.46	30	\$3,793.80
52: Aurora Station and Tank	\$136.10	30	\$4,083.00
53: Griffin Mills Pump Station	\$132.48	30	\$3,974.40
54: Newstead Tank	\$173.07	30	\$5,192.10
55: Shadagee Road Station	\$128.15	30	\$3,844.50
56: Ellis Road	\$109.60	30	\$3,288.00



2. ***Rough Mowed Areas*** (as described in §1.02 (B)(9)):

SITE	PER VISIT UNIT PRICE	ESTIMATED UNITS	ESTIMATED ANNUAL TOTAL COST
Sturgeon Point Water Treatment Plant	\$801.21	7	\$5,608.47
Van de Water Raw Water Station and Filter Plant	\$831.42	7	\$5,819.94

3. ***Flower Bed Installation*** (as described in §1.02 (B)(10)):

Unit Price is \$14,320.96 for initial installation in 2021.

4. ***Spring and Fall Clean Up*** (as described in §1.02 (B)(11)):

Spring Unit Price is \$17,244.51 per season.

Fall Unit Price is \$18,352.75 per season.

5. ***Salting Services*** (as described in §1.02 (C)):

SITE	PER VISIT UNIT PRICE
Sturgeon Point Water Treatment Plant	\$350.91
Van de Water Raw Water Station and Treatment Plant	\$350.91

**2.03** The Service Provider agrees to accept payment for landscaping services, including all labor, equipment, and travel time, provided at the direction of the Facilities Manager in excess of the duties provided for under the provisions of this Agreement at an hourly rate of \$38.88.

**2.04** The unit prices set forth in § 2.02 of this Agreement and the hourly rate set forth in § 2.03 of this Agreement includes hourly wages at prevailing wage rates, fringe benefits, equipment costs, an administrative overhead fee (15%), and a preferred source fee (4%). The Authority agrees that the unit prices and hourly rates will be adjusted annually based on any changes in prevailing wages under Article 9 of the New York State Labor. Provided the administrative fee and preferred source fee percentages are not changed, the Authority agrees to such an adjustment of the prevailing wage and supplemental benefits only.

**2.05** The Service Provider will supply the Authority with copies of paid receipts for materials and will be reimbursed for the materials at the rate of cost plus an administrative overhead fee of 15% and a preferred source fee of 4% with a total cost not to exceed \$2,500.00 annually.

**2.06** The Authority is exempt from taxation. The Service Provider shall not invoice the Authority for any state or local excise, sales, use, freight or transport or any other form of tax

unless the laws of the State of New York specifically levies such tax on a public benefit corporation.

**2.07** The Authority reserves the right to audit the Service Provider's records to verify bills submitted and representations made. For this purpose, the Service Provider agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of the Service Provider's final bill to complete its audit. If the audit establishes an overcharge, the Service Provider agrees to refund the excess.

### **ARTICLE 3 – GENERAL PROVISIONS**

**3.01 Subcontract and Assignments:** The Service Provider may not subcontract or delegate any of the work, services, and/or other obligations of the Service Provider without the express written consent of the Authority. The Authority and the Service Provider bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Service Provider shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

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

**3.03 Right to Terminate:** The Authority reserves the right to terminate the Service Provider's services at any time, without cause, based on seven (7) days' written notice. The Service Provider shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.

**3.04 Indemnification:**

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

### **3.05 Insurance:**

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

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

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

**3.08 Additional Conditions:** The Service Provider and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.

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

unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

**3.10 Independent Status:**

- A. Nothing contained in the Agreement shall be construed to render either the Authority or the Service Provider, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Service Provider shall remain an independent contractor responsible for its own actions. The Service Provider is retained by the Authority only for the purpose and to the extent set forth in this Agreement.
- B. The Service Provider is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in Article 4.
- C. Neither the Service Provider nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.
- D. In providing the services under this Agreement, the Service Provider represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Service Provider agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Service Provider further represents and warrants that any income accruing to the Service Provider and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

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

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

**3.13 Gratuities:** The Service Provider shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Service Provider or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the

recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.

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

#### **ARTICLE 4 – SEVERABILITY**

**4.01** Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

#### **ARTICLE 5 – DURATION**

**5.01** All services to be provided under this Agreement shall be provided over a one-year period from April 15, 2021 through April 14, 2022 with four potential one-year extensions, at the sole discretion of the Authority, at mutually agreed upon terms.

**5.02** The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Service Provider 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 Service Provider in accordance with the written notification terms of this Agreement.

#### **ERIE COUNTY WATER AUTHORITY**

By \_\_\_\_\_  
Jerome D. Schad, Chair

#### **NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.**

By \_\_\_\_\_

#### **ERIE COUNTY CHAPTER NYSARC, INC. d/b/a THE ARC ERIE COUNTY NEW YORK**

By \_\_\_\_\_

**STATE OF NEW YORK    )**  
**COUNTY OF ERIE        ) ss:**

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

\_\_\_\_\_  
Notary Public

**STATE OF NEW YORK        )**  
**COUNTY OF ERIE            ) ss:**

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, New York, that he/she is the \_\_\_\_\_ of New York State Industries for the Disabled, Inc., described in the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public

**STATE OF NEW YORK        )**  
**COUNTY OF ERIE            ) ss:**

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, New York, that he/she is the \_\_\_\_\_ of Erie County Chapter NYSARC, Inc. d/b/a The ARC Erie County, described in the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public

## **APPENDIX A**

### **Service Locations**

#### **SITE 1**      GEORGE W. MARKLE (WINDOM) TANK AND WINDOM PUMP STATION

1. This is a 15 MG concrete tank and pump station located one half mile west of Route 20 at 6007 Lake Avenue in the Town of Orchard Park.
2. Fine mow berm slopes and all lawn areas as shown on the plans.
3. Treat the stoned areas and the concrete slabs on the slopes with herbicides to control weeds and brush growth.

**NOTE:** CONTRACTOR to notify residents at #6077 Lake Avenue prior to any spraying as residents are allergic to chemicals

#### **SITE 2**      HAMBURG PUMP STATION

1. This pump station is located near the intersection of Camp Road (Route 75) and Southwestern Boulevard (Route 20), 5077 Southwestern Boulevard.
2. Dress edge of beds around the building and maintain 3" of pine bark mulch.
3. Heavy prune shrubs around the building.
4. Maintain the driveway.
5. Shear Privet Hedge to maintain uniform height of 30".

#### **SITE 3**      LAKEVIEW PUMP STATION

1. This pump station is located adjacent to 6549 Schultz Road, adjacent to the New York State Thruway, near Lakeview Road, Town of Hamburg
2. Shear Privet Hedge to maintain a uniform height of 30", and replace any missing plants.
3. Replace all dead and dying privet hedge plants.
4. Cut and remove the clump of cattails at the rear of the building.
5. Rough mow north side of driveway to fence stakes.

6. Maintain the area inside and around the Radio Tower.

#### **SITE 4        STURGEON POINT WATER TREATMENT PLANT**

1. This facility is located near the intersection of Lake Shore Road and Sturgeon Point Road in the Town of Evans.
2. Note the fine mowing limits for the waste water basins:
  - a) The outside slopes and top of all berms shall be fine mowed.
  - b) The interior slopes of the basins shall be rough mowed down to the edge of the water or sludge.
3. Access to the coagulation basin area to be coordinated with the Facilities Manager. The lawn mowing must be done with walking mowers, no tractors or other heavy equipment will be on this area that weighs over 800 pounds. Herbicides cannot be used to control the grass and weeds along the fence line and basin hatches of the coagulation basins. The edges adjacent to the hatches, fence, and other areas inaccessible to the mower shall be clipped or trimmed on a weekly basis.
4. Clear all trees and brush from the drainage ditches that run throughout the property. Spray the brush and stubble in the drainage ditch with a commercial weed and brush killer. The herbicide must be applied according to the manufacturer recommendations and it must be completed by June 15<sup>th</sup>.
5. In areas not identified as lawn, rough mow a ten-foot wide strip inside the fence around the perimeter of the property and a minimum of one foot strip on the outside of the fence.
6. The Facilities Manager will designate an on-site contact person. This contact person will designate the trees and shrubs to be pruned and trimmed.
7. All employees of the Service Provider must sign in and out on site and notify contact person of arrival and departure.

#### **SITE 5        JOHN HORNER PUMP STATION**

1. This pump station is located adjacent to 3815 California Road (near Southwestern Boulevard) in the Town of Orchard Park.
2. Keep driveway and parking area clean of all debris.
3. Clean and maintain gravel mulch, remove weeds, debris, etc., add and rake gravel to grade.
4. Rough mow areas west of building shown on plan for this site. The area to be mowed is below the retaining wall.



**SITE 6**      GEORGE O. GUENTHER PUMP STATION

1. This pump station is located 3476 Pleasant Avenue, Hamburg, 3 mile southeast of the New York State Thruway.
2. Note the rough mowing limits outside planting areas.
3. Treat the area shown on the Location Plan (1"= 500' scale) with herbicides and rough mow the area for control of Poison Ivy. The area to be treated is approximately 1200 ft long by 50 ft wide adjacent to the private properties on Crown View Drive. The treatment shall be as specified:
  - a) The area shall be treated with a herbicide for Poison Ivy control as per manufacturers recommendations. The first treatment must be completed by May 20<sup>th</sup>. After 10 days the brush and weeds shall be mowed as per the rough mowing specifications.
  - b) This treatment, including mowing will be repeated beginning July 20<sup>th</sup> to control any regrowth of the Poison Ivy.
  - c) The Service Provider must use caution when applying herbicides because of the adjacent gardens.
4. Reset the Ryerson steel edging around the building to the grade on the plan.
5. Cut and remove the brush from the outlet end of the water discharge area at the rear of the property.
6. Cut and remove cattails between discharge area and fence.
7. Remove honeysuckle overgrowth from shrub around site.
8. Trim lower branches of pine trees along the west and south property lines.

**SITE 7**      CHESTNUT RIDGE PUMP STATION AND TANK

1. This pump station and tank property is located on Orchard Park Road south of Newton Road on the east side.
2. Maintain a 4-foot strip around perimeter of fence.

**SITE 8**      EAST AURORA PUMP STATION

1. This pump station is located at 4115 Transit Road, north of Route 20A, Town of Orchard Park.
2. Trim tall hedge plants to a height of six (6) feet.
3. Reset the Ryerson steel edging around the building to proper grade.
4. Trim shrubs around building to five feet height.

**SITE 9**      LEYDECKER ROAD PUMP STATION

1. This pump station is located at 66 Leydecker Road approximately 500 ft north of Southwestern Boulevard.

**SITE 10**      BROADWAY PUMP STATION AND TANK

1. This pump station and tank are located at 6224 of Broadway (Route 20) in the Town of Lancaster, east of Schwartz Road.
2. Rough mow all areas on the property that are not defined as lawn areas; mowing includes area all the way to the highway.

**SITE 11**      SERVICE CENTER/STEPHEN L. VUKELIC PUMPING STATION

1. This facility is located at 3030 Union Road, south of the former Lehigh Valley Railroad in Cheektowaga.
2. Mow and maintain the area indicated as lawn around the Service Center building.
3. Treat growths on the property west and south of the blacktop driveway and garage approach (stoned and dressed for pipe storage yard) with a soil sterilant applied as recommended by the manufacturer for a complete kill.
4. Maintain lawn fronting on Union Road except for the slopes that are too difficult to mow with conventional lawn mowers. This area has been planted with Rosa Rugosa, and all dead plants shall be replaced and the bed shall be weeded. Washouts and where soil slippage has occurred throughout the past season shall be repaired and filled with topsoil and sod, and compacted, fertilized and replaced. Wood chip mulch shall be applied to a depth of 3". Shear all rose plants to a height of 30". Remove papers and trash from bed.
5. Remove thatch from lawn areas and aerate the soil.
6. Maintain the slopes of the noise berms by rough mowing once a month. Replace and maintain all dead plants on the berms.
7. Maintain parallel flower beds at the entrance walk in coordination with the Facilities Manager's directions.
8. Plant and maintain of flower beds as set forth in Agreement.
9. Clean and prepare planters of flower beds at Flag Pole area.
10. Add soil to the beds to bring them to the grade of the sidewalk and with a 4" high mounding in the center of the bed.
11. Grade, topsoil and seed to lawn all disturbed and rutted areas on the site.

12. Remove weeds, leaves and debris from areaway (window wells) around building and from along building lines where pavement abuts buildings.
13. Trim all major trees around the building so they do not touch the building and are clear of signs.
14. Reset all edge strips and border materials to proper grade.
15. Mowing the lawn adjacent to the parking lots on the north and east sides of the Service Center will be restricted to weekends and/or evenings when the parking lots are empty of vehicles. All other lawn areas may be mowed as specified.
16. Clean and reshape the ditch along the base of the noise berms on the south side of the property. The ditch must be dug out so the water flows to the D.I.'s. Remove the grates and clean the grass, leaves and other debris.
17. Restore lawn area in employee parking lot and lawn area along driveways damaged during winter.

**SITE 12**      SANDRIDGE TANK – ALDEN

1. This tank is located at 12380 Broadway (Route 20) in the Town of Alden, west of Sandridge Road.
2. Cut lawn area inside fence and maintain a 4-foot strip around outside perimeter of fence.
3. Cut approximately 10 feet on each side of driveway, all the way out to the road.

**SITE 13**      WEHRLE DRIVE TANK

1. This tank is located at 496 Wehrle Drive, west of the New York State Thruway in the Town of Amherst.
2. Cut lawn area inside fence and a 4-foot strip around outside perimeter of fence.

**SITE 14**      PINE HILL PUMP STATION

1. This pump station is located in the Town of Cheektowaga, at 75 Pennock Place near the city line of Buffalo, between Doat and Genesee Streets.
2. Fine mow the steep slope around the base of the tank; the mowing shall be done when the grass attains a height of 8 inches or once a month, whichever occurs first.
3. Keep the stone drive at the base of the tank free of weeds, grass and other debris. The stone shall be kept leveled and graded when necessary new stone shall be added. The catch basins at the toe of the slope shall be kept clear of debris.

4. Prune all trees on the site. Remove the dead limbs from the spruce trees and dispose of them. Keep the driveway clean of all debris and pine cones.

**SITE 15**      PLEASANTVIEW TANK

1. This tank is located at 16 Pleasant View Drive east of Transit Road in Lancaster.
2. Keep driveway clean of all debris. All rubbish, leaves and refuse shall be removed from the property and disposed of by the Service Provider as required.
3. Clear stones from lawn adjacent to drive area due to snow plowing.
4. Keep the stone areas leveled and graded when necessary new stone shall be added.

**SITE 16**      DEPEW PUMP STATION

1. This pump station is located at Ledyard Avenue (off Walden Avenue) in Depew.
2. Keep driveway area clean of all debris. All rubbish, leaves and refuse shall be removed from the property and disposed of by the Service Provider. An area 80' by 150' on the east side of property outside fence fronting University Avenue shall be maintained as lawn. An area 30' x 140' on the west side of the property outside the fence, fronting Ledyard Avenue, between #113 and #121, shall be maintained as lawn.
3. Give special attention to maintaining the lawn area on University Avenue.
4. Remove vines growing on fence.

**SITE 17**      RICHARD F. BALL PUMP STATION AND TANKS

1. This pump station and tank is located at 1193 Sweet Home Road near the SUNY campus in Amherst.
2. Keep the washed gravel beds under the fence and around the storage tanks free of weeds and grass. The edge strips shall be reset and straightened when necessary as per Section 2901.
3. Maintain the lawn to the toe of the slope on the east side.
4. Fine mow both sides of the entrance driveway to Sweet Home Road for 10' wide on each side. The Service Provider shall grade, topsoil and seed rough areas and clean up debris prior to mowing.

**SITE 18**      JEROME D. VAN DE WATER RAW WATER PUMP STATION

1. This pump station is located at 3303 River Road at Sheridan Drive in the Town of Tonawanda.
2. Maintain this property according to the attached site plan and including the following:
  - a) Rough mow the area along the river outside of the fence and along the north property line.
  - b) The Facilities Manager will designate the on-site contact person. This contact person will designate the trees and shrubs to be pruned and trimmed.
  - c) All employees of the Service Provider must notify the contact person of arrival and departure.

**SITE 19**      VAN DE WATER FILTER PLANT

1. This facility is located at 3750 River Road, Town of Tonawanda, north of the Huntley Power Station.
2. Maintain this property according to the attached site plan and including the following:
  - a) Keep the front entrance clear of debris and leaves as necessary.
  - b) Trim the tall hedge plants to a uniform height of 8 ft.
  - c) Give special attention to mowing and trimming trees at the entrance on River Road for sight distance.
  - d) Access to the coagulation basin area is to be coordinated with the Facilities Manager. The lawn mowing must be done with walking mowers, no tractors or other heavy equipment will be on this area that weighs over 800 pounds. Herbicides cannot be used to control the grass and weeds along the fence line and basin hatches. The edges adjacent to the hatches, fence, and other areas inaccessible to the mower shall be clipped or trimmed on a weekly basis.
  - e) The area outside the fence and along the shoreline from the marina to the north property line requires rough mowing. During the first week of each month, from June to October, the Service Provider shall clean up and dispose of all debris, including trees and brush, and rough mow to the water line.
  - f) The Facilities Manager will designate an on-site contact person. This contact person will designate the trees and shrubs to be pruned and trimmed.
  - g) Special attention to the front entrance walkway, this area must be maintained to be weed free. The patio pavers shall be sprayed with a herbicide.
3. Front of water treatment plant - year one of agreement:

- a. Soil areas surrounding trees planted in the pavers are to be cleaned and soil added as necessary.
  - b. Plant various species of Hosta to surround tree.
  - c. Mulch beds with black organic mulch.
  - d. Maintain weeding on bi-weekly basis.
4. Front of Water Treatment Plant – Subsequent years:
  - a. Each spring contractor will weed and mulch Hosta garden.
  - b. Dead flowers will be removed and replaced as necessary. (payment via Time and Material) 15%? Material markup for overhead and profit.
  - c. Over-grown Hosta will be thinned as necessary.
  - d. Maintain weeding on a bi-weekly basis.

**SITE 20**      CLARK STREET PUMP STATION

1. This pump station is located at 4907 Clark Street at Armor Drive in the Town of Hamburg.

**SITE 21**      JEWETT-HOLMWOOD PUMP STATION

1. This pump station is located at 7165 Jewett-Holmwood Road, west of Deer Run Road, in the Town of Orchard Park.

**SITE 22**      MARILLA PUMP STATION

1. This pump station is located at 11633 Clinton Street, east of Two Rod Road, on the north side of Clinton Street in the Town of Marilla.
2. Maintain property approximately 50' x 115'.

**SITE 23**      HARRIS HILL PUMP STATION

1. This pump station is located at 8640 Main Street in the Town of Clarence.

**SITE 24**      WILLIAM STREET PUMP STATION

1. This pump station is located at the south end of Penora Street (off William Street) in the Town of Lancaster.

2. Maintain property inside and around fence of station. Rough mow 5' along driveway from gate 150' west only.

**SITE 25**      GARTMAN ROAD PUMP STATION

1. This pump station is located at 6825 Gartman Road in the Town of Orchard Park (3200' east of Chestnut Ridge Road, Rt.277).
2. Maintain property around tank approximately 100' x 100'.

**SITE 26**      EDEN 1 PUMP STATION

1. This pump station is located at 7121 East Eden Road in Eden (800' north of Echardt Road).
2. Maintain property around station approximately 50' x 50'.
3. Maintain driveway to station 200' x 20'.
4. Maintain the area inside and around the Radio Tower enclosure.

**SITE 27**      EDEN 2 PUMP STATION AND TANK

1. This pump station is located at 7591 East Eden Road in Eden (across from Tennessee Gas Company).
2. Maintain property approximately 113' x 223'.

**SITE 28**      MARILLA TANK

1. This tank is located at 3353 Two Rod Road in Marilla. The address is 700' north of Timothy Lane.
2. Maintain property around tank approximately 50' x 50'.
3. Rough mow 5' along both sides of the entrance driveway from Two Rod Road to tank.

**SITE 29**      EDEN 3 PUMP STATION AND TANK

1. This pump station and tank is located at 4210 Schreiber Road in Eden, adjacent to the east of the East Eden Fire Department #2 at 8097 East Eden Road.
2. Maintain property around tank approximately 50' x 50'.
3. Clear stones from lawn adjacent to driveway area due to snow plowing.

4. Grade topsoil and reseed lawn areas that were damaged due to snow plowing or repair work.

**SITE 30**      EDEN 4 TANK

1. This tank is located at 8802 East Eden Road in Eden (5,000' south of Schintzius Road).
2. Maintain property around tank approximately 80' x 80'.

**SITE 31**      NORTH BOSTON PUMP STATION

1. This pump station is located at 7785 Boston State Road, Boston. The address is 500' south of Chestnut Ridge Road.
2. Maintain property around station approximately 50' x 50'.

**SITE 32**      CRESTWOOD TANK

1. This pump station is located at Crestwood Circle, Boston. The address is 600' east of Chestnut Ridge Road.
2. Maintain property around tank approximately 85' x 85'.

**SITE 33**      KELLER ROAD PUMP STATION

1. This pump station is located at 5007 Keller Road in Boston.
2. Maintain property around station 93' x 113'.

**SITE 34**      RICE HILL TANK

1. This tank is located at 8971 Zimmerman Road in Boston.
2. Maintain property around tank approximately 50' x 50'.

**SITE 35**      VIOLET STREET PUMP STATION AND TANK

1. This pump station and tank is located at 8845 Violet Street in Eden.
2. Maintain property site 127' x 156'.

**SITE 36**      LONG STREET TANK

1. This tank is located at 43 Long Street in the Village of Hamburg.



2. Maintain property inside fence 50' x 50'.

**SITE 37**      JANICE STREET TANK

1. This tank is located at 87 Janice Place in Hamburg.
2. Maintain property inside fence 50' x 50'.

**SITE 38**      WARD ROAD TANK

1. This tank is located east of 7173 Ward Road in Orchard Park.
2. Maintain property around tank approximately 50' x 50'.
3. Rough mow 5' along both sides of entrance driveway: Ward Road to tank.

**SITE 39**      SCHERFF ROAD TANK

1. This tank is located north of 6086 Scherff Road in Orchard Park.
2. Maintain property around tank approximately 50' x 50'.
3. Clear stones from lawn adjacent to driveway area due to snow plowing.
4. Rough mow 5' along both sides of entrance driveway: Scherff Road to tank.

**SITE 40**      COLE ROAD TANK

1. This tank is located south of 5790 Cole Road in Orchard Park.
2. Maintain property around tank approximately 50' x 50'.
3. Rough mow 5' along both sides of entrance driveway: Cole Road to tank.

**SITE 41**      BENNING ROAD TANK

1. This tank is located south of 5685 Benning Road in Orchard Park
2. Maintain property around tank approximately 50' x 50'.
3. Rough mow 5' along both sides of entrance driveway: Benning Road to tank.

**SITE 42**      VETERANS PARK PUMP STATION AND TANK

1. This pump station and tank is located on 777 Niagara Street in the City of Tonawanda in the park itself.
2. Maintain all areas within fence.
3. Maintain 5' area outside entire perimeter of fence.
4. Mow 10' along both sides of entrance driveway: from gate approximately 300' to Park Road.

**SITE 43**      COLVIN TANK

1. This tank is located at 225 Fredericks Road and Colvin Ave in the City of Tonawanda.
2. Maintain all areas within fence and maintain 5' area outside fence around entire perimeter of fence.
3. Mow 25' along both sides of entrance driveway: from gate to road.

**SITE 44**      TREVETT ROAD PUMP STATION

1. This pump station is located at 10063 Trevett Road in the Town of Concord.
2. Maintain area around station approximately 50' x 50'.

**SITE 45**      WOHLHUETER TANK

1. This tank is located at 7701 Wohlhueter Road in Boston.
2. Maintain area around tank approximately 100' x 100'.
3. Rough mow 5' along both sides of entrance driveway: Wohlhueter Road to tank.

**SITE 46**      EAST HILL PUMP STATION

1. This pump station is located at 7039 Cole Road in Boston.
2. Maintain area around station approximately 50' x 75' to Cole Road.

**SITE 47**      KULP ROAD TANK

1. This tank is located at 3082 Kulp Road in Eden.

2. Maintain area around tank, area inside fence, and 4' outside entire perimeter of fence at site.
3. Rough mow 5' along both sides of entrance driveway.

**SITE 48**      JENNINGS ROAD PUMP STATION

1. This pump station is located at 3211 East Church Street, on the southwest corner of Jennings Road and East Church Street in Eden.
2. Maintain area around station approximately 50' x 50'.

**SITE 49**      EAST CHURCH STREET TANK

1. This tank is located at 3252 East Church Street, on the north east corner of Jennings Road and East Church Street in Eden.
2. Maintain area around station approximately 50' x 50' and 10' strip along both sides of the driveway.

**SITE 50**      TREVETT ROAD TANK

1. This tank is located at 10499 Trevett Road in Concord.
2. Maintain area around tank approximately 50' x 50'.

**SITE 51**      EMERY PUMP STATION AND TANK

1. This pump station and tank is located at 1797 Center Street in Aurora.
2. Maintain area around both tank and station.
3. Mow all areas inside fenced area and maintain a 4' strip around the fence perimeter.

**SITE 52**      AURORA PUMP STATION AND TANK

1. This pump station and tank is located at 7004 Center Street in Aurora.
2. Maintain area around both station and tank.
3. Mow all areas inside fenced area and maintain a 4' strip around the fence perimeter.

**SITE 53**      GRIFFIN MILLS PUMP STATION

4. This pump station is located at 1556 Mill Road in Aurora.

5. Mow all areas inside fenced area and maintain a 4' strip around the fence perimeter.

**SITE 54**      NEWSTEAD TANK

1. This tank is located at 12790 Main Street in Newstead.
2. Maintain area around tank approximately 50' x 50' and a 4-foot strip around the outside fence perimeter.
3. Cut a 10-foot strip along both sides of the driveway.

**SITE 55**      SHADAGEE ROAD PUMP STATION

1. This pump station is located at 2189 Shadagee Road in Eden.
2. Mow all areas inside fenced area and maintain a 4' strip around the fence perimeter.

**SITE 56**      ELLIS STATION

1. This pump station is located at 51 Ellis Drive in West Falls.
2. Maintain, cut and trim approximately 45' X 45' area, fencing and guardrail.

## **APPENDIX B**

### **Prevailing Wage Rate Schedule**



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Erie County Water Authority

Stanley Jemiolo, Admin Ass't - Facilities  
295 Main St  
Room 350  
Buffalo NY 14203

Schedule Year 2020 through 2021  
Date Requested 01/07/2021  
PRC# 2021900017

Location Various ECWA Locations  
Project ID# 202100004  
Occupation Type(s) Landscape Maintenance

### PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

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

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

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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

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

### **Introduction**

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

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

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

### **Responsibilities of the Public Agency**

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

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

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

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

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

### **Hours**

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

### **Wages and Supplements**

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

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

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

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

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

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, canceled 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.

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

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

## **Withholding of Payments**

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

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

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

## **Summary of Notice Posting Requirements**

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

## **Apprentices**

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



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

## **Discrimination**

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

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

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

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

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

## **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Erie County Water Authority

Stanley Jemiolo, Admin Ass't - Facilities  
295 Main St  
Room 350  
Buffalo NY 14203

Schedule Year 2020 through 2021  
Date Requested 01/07/2021  
PRC# 2021900017

Location Various ECWA Locations  
Project ID# 202100004  
Occupation Type(s) Landscape Maintenance

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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

## Introduction to the Prevailing Rate Schedule

### Introduction

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

### Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

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

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

### Hours

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

### Wages and Supplements

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

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

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

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

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

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

## Erie County Article 9

### Landscape Maintenance

01/01/2021

**JOB DESCRIPTION** Landscape Maintenance

**DISTRICT** 10

#### ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Niagara

#### WAGES

Per hour: 07/01/2020

\$ 16.26

Landscape maintenance work around a building, that is simple mowing, shrub trimming, incidental mulching, etc., or clean-up type activities, is covered under Article 9. Mowing and /or spreading seed, fertilizer, or pest control material in athletic fields, parks, cemeteries, sides of roadways/highways is NOT covered.

Installation, maintenance, or repair of artificial turf/synthetic sport surfaces is covered under Article 8.

NOTE: If the same Employee doing Article 9 landscape maintenance, also does work that is traditionally done by a laborer, worker, or mechanic (i.e. resurfaces or grades an area, moves large amounts of top soil, etc.) that work is covered under Article 8.

#### IMPORTANT INFORMATION:

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

#### SUPPLEMENTAL BENEFITS

Per hour: \$ 2.25

#### OVERTIME PAY

See (B, B2) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

## Overtime Codes

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

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

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

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



## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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



New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO ☐ (check if new or change)  
Name and complete address:

Telephone:( )

Fax: ( )

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

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

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

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

**Article 9**

<b>AGENCY</b>	<b>Fiscal Officer</b>	<b>FEIN</b>	<b>EMPLOYER NAME</b>	<b>EMPLOYER DBA NAME</b>	<b>ADDRESS</b>	<b>DEBARMENT START DATE</b>	<b>DEBARMENT END DATE</b>
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		225 MONTAUK HIGHWAY SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		225 MONTAUK HIGHWAY SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		DENNIS DAN OGBEIDE		P.O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****5067	DENOG PROTECTIVE SECURITY SERVICES INC		P. O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	NYC		JOSEPH KLEINPETER		225 MONTAUK HIGHWAY SUITE 219MORICHES NY 11955	04/15/2016	04/15/2021

## APPENDIX C

### Insurance Requirements

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). If a service or project, in the opinion of the Authority, represents an unusual or exceptional risk, the Authority may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the contract. These requirements include but are not limited to the minimum insurance requirements.

#### Insurance Requirements:

**a. Workers Compensation:**

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

**b. New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used.

**c. Commercial General Liability:**

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Per Project/Job Aggregate Limit Required
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

**d. Automobile Liability:**

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

**e. Umbrella Liability:**

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate

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

ACORD 25 including copy of Additional Insured Endorsement Note: If coverage provided for

NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by the Authority 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than “A-” with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a “claims made” basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer’s National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to [mmusarra@ecwa.org](mailto:mmusarra@ecwa.org) or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or if you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.



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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2021

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).

PRODUCER License # BR-1009544 Lawley, LLC 361 Delaware Avenue Buffalo, NY 14202	CONTACT NAME: PHONE (A/C, No, Ext): (716) 849-8618 FAX (A/C, No): (716) 849-8291 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Ins Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED NYSARC, Inc Erie County Chapter dba The Arc Erie County New York 30 Wilson Rd. Williamsville, NY 14221	NAIC # 18058

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Liquor Liability 1mi GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		PHPK2195074	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		PHPK2195074	10/15/2020	10/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000			PHUB742697	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Grounds Maintenance

Erie County Water Authority is named as an additional insured on a primary and non-contributory basis including on-going and completed operations as required by written contract with regards to general liability, and an additional insured with regards to automobile liability.

APPROVED/MJM

Project 202100004-Grounds Maintenance

## CERTIFICATE HOLDER

## CANCELLATION

Erie County Water Authority 295 Main Street Room 350 Buffalo, NY 14203-2494	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2021

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).

<b>PRODUCER</b> OneGroup NY, Inc. 706 N. Clinton Street Syracuse NY 13204	<b>CONTACT NAME:</b> Cheryl Zuranski	<b>FAX (A/C, No):</b> 315-457-7902	
	<b>PHONE (A/C, No, Ext):</b> 315-457-1446	<b>E-MAIL ADDRESS:</b> czuranski@onegroup.com	
<b>INSURED</b> NYSARC Inc. Erie County Chapter dba The Arc Erie County New York 30 Wilson Rd. Williamsville NY 14221	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Charter Oak Fire Insurance		25615
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 1569609571**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	UB1L3982622151K	1/1/2021	1/1/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Erie County Water Authority  
295 Main Street - Room 350  
Buffalo NY 14203-2494

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name &amp; Address of Insured (use street address only)  NYSARC Inc. Erie County Chapter</p> <p>dba The Arc Erie County New York  30 Wilson Rd.  Williamsville, NY 14221</p> <p>Work Location of Insured (<i>Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy</i>)</p>	<p>1b. Business Telephone Number of Insured  833-272-3743</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number  160769044</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage  (Entity Being Listed as the Certificate Holder)  Erie County Water Authority</p> <p>295 Main Street - Room 350</p> <p>Buffalo, NY 14203-2494</p>	<p>3a. Name of Insurance Carrier  Charter Oak Fire Insurance</p> <p>3b. Policy Number of Entity Listed in Box "1a"  UB1L3982622151K</p> <p>3c. Policy effective period  01/01/2021 to 01/01/2022</p> <p>3d. The Proprietor, Partners or Executive Officers are  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO


This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**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 the coverage as depicted on this form.**

Approved by: Pierre Morrisseau  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  4/6/2021  
(Date)

Title: Chief Executive Officer, Ext. 411

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-457-1446

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

# 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

<p>1a. Legal Name &amp; Address of Insured (use street address only)</p>   <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p>  <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier <b>ShelterPoint Life Insurance Company</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>3c. Policy effective period _____ to _____</p>

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 \_\_\_\_\_ By  \_\_\_\_\_  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**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)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**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.**