



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

February 14, 2022

To: Terrence D. McCracken, Secretary to the Authority

From: Clayton J. Johnson, Production Engineer

A handwritten signature in blue ink, appearing to read "CJJ", is written over the "From:" line.

Subject: Furnish & Deliver Transient Pressure Data Loggers  
Project No. 202100262

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As part of BC-003 (ECWA PN 202100221), a Transient Analysis of the 42-inch and 48-inch transmission mains between the Sturgeon Point WTP and the Windom Pump Station (PS), is required. The goal of the Transient Analysis is to assess the hydraulic transients via computer simulation (hydraulic modelling), verified (as close as possible) by field data, to identify transient management practices and potential system improvements that would help mitigate transient impacts on the water distribution system's life and reliability. As part of the scope within BC-03, Brown and Caldwell provided the recommended type, quantity, and location of dataloggers to be used for field data collection. It is the responsibility of the Authority to purchase the data loggers by competitively bidding the equipment.

The dataloggers will be located remotely within the Authority's distribution system. Due to the remote nature of the loggers, the Authority has specific connectivity (cellular with cybersecurity data plan) requirements and only two products could meet the Authority's requirements (Trimble Telog-pR32ia and the Blacoh Surgewave). Blacoh chose not to bid on this contract because they could not be responsive to the terms and conditions of the bidding documents.

The above referenced contract was advertised on December 10, 2021 with the bid opening date of January 11, 2022. There was only one bidder, Trimble, Inc. The bid was checked for formal issues by Legal Department, Engineering Department performed mathematical check and verified that the bid items were in agreement with technical specifications, and the bidder provided adequate insurance approved by Authority's Risk Manager/Claims Representative. MWBE requirements are not applicable to this contract. The equipment cost is in line with industry standards for this type of equipment and was in agreement with the engineer's estimate. Therefore, the Engineering Department's recommendation is to award the above referenced contract to Trimble Inc. in the amount of \$59,393.50.

The following documents are attached:

- Authorization Form.
- Recommendation for Award of Contract form.
- Bid Tabulation
- Three (3) sets of Contract Documents for execution.

**Budget Information:**

- Department No.: 250 Engineering/Construction
- Unit No.: 2595 Engineering/Construction Transmission Mains
- Item No.: 101611 BC-03 48" and 42" Transmission Mains

CJJ: jmf

Attachment

cc: L.Kowalski

M.Wymer

PUWA-223-2101-X-12

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

**Contract:** \_\_\_\_\_ **Project No.:** 202100262  
**Project Description:** Furnish and Deliver Distribution System Transient Pressure Data Loggers.

**Item Description:**



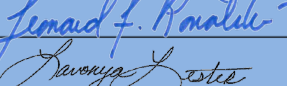

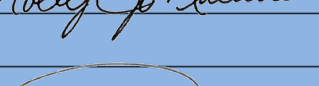

☐ Agreement    ☐ Professional Service Contract    ☐ Amendment    ☐ Change Order  
☐ BCD    ☐ NYSDOT Agreement    ☒ Contract Documents    ☐ Addendum  
☒ Recommendation for Award of Contract    ☐ Recommendation to Reject Bids  
☐ Request for Proposals  
☐ Other \_\_\_\_\_

**Action Requested:**

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

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

<input checked="" type="checkbox"/> Sr. Production Engineer		Date: 2/15/2022
<input checked="" type="checkbox"/> Chief Operating Officer		Date: 2/15/2022
<input checked="" type="checkbox"/> Executive Engineer		Date: 02/15/2022
<input checked="" type="checkbox"/> Director of Administration		Date: 02/15/2022
<input checked="" type="checkbox"/> Risk Manager		Date: 2/15/2022
<input checked="" type="checkbox"/> Chief Financial Officer	_____	Date: _____
<input checked="" type="checkbox"/> Legal		Date: 2/15/2022

**APPROVED FOR BOARD RESOLUTION:**

<input checked="" type="checkbox"/> Secretary to the Authority		Date: 2/15/22
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**Remarks:** Unit price contract.

**Resolution Date:** \_\_\_\_\_

**Item No:** \_\_\_\_\_

**ERIE COUNTY WATER AUTHORITY  
RECOMMENDATION FOR AWARD OF CONTRACT**

Contract: \_\_\_\_\_ Project No.: 202100262  
Project Description: Furnish & Deliver Transient Pressure Data Loggers  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACT AWARD**

Contractor/Supplier: Trimble, Inc.  
Award Amount: \$59,393.50

**BID SUMMARY:**

Date Advertised for Bids: <u>12/10/2021</u>	Date of Bid Opening <u>01/11/2022</u>
<b>Bidder</b>	<b>Total Bid Amount</b>
<u>Trimble, Inc.</u>	<u>\$59,393.50</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>

Attachments: ☒ Bid Tabulation ☐ Consultant's Recommendation

**APPROVALS (Select applicable)**

**WMBE APPROVAL**

☐ No Waiver  
☐ Full Waiver  
☐ Partial Waiver  
☐ Affirmative Action Officer \_\_\_\_\_ Date \_\_\_\_\_

**INSURANCE APPROVAL**

☒ Claims Rep/Risk Manager Molly Op Musara Date 02/14/2022

**NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL**

☒ Secretary to the Authority TEJ Date 2/15/22

Remarks: Unit Price Contract.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## BID TABULATION

**PROJECT: 202100262**

FURNISH AND DELIVER TRANSIENT PRESSURE DATA  
LOGGERS

**ADVERTISED SOURCE:**  
CONSTRUCTION EXCHANGE  
NYS CONTRACT REPORTER

**DATE:**  
12/10/2021  
12/10/2021

**BID OPENING:**

January 11, 2022 at 10:30a.m.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	U/M	BIDDER	
				Trimble Inc. 295 Woodcliff Drive, Suite 2D Fairport, New York 14450	
				UNIT PRICE	TOTAL PRICE
1	Transient Pressure Data Logger - Temporary Installation	5	EA	\$3,376.40	\$16,882.00
2	Transient Pressure Data Logger - Permanent Installation	11	EA	\$3,280.50	\$36,085.50
3	Annual Service Plan (for all systems)	1	LS	\$6,426.00	\$6,426.00

**TOTAL COST = \$59,393.50**



**Project Manual – Short Form**

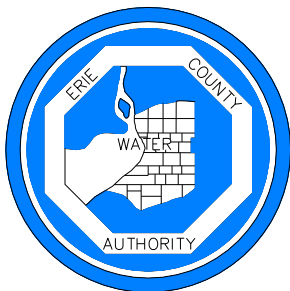
**FURNISH AND INSTALL TRANSIENT  
PRESSURE DATA LOGGERS**

**Project No. 202100262**

**Erie County Water Authority**

**3030 Union Road**

**Cheektowaga, New York 14227**



ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK

FURNISH AND DELIVER TRANSIENT PRESSURE DATA LOGGERS

PROJECT NO: 202100262

TABLE OF CONTENTS

<u>Name or Description</u>	<u>Initial Page</u>
<u>BIDDING REQUIREMENTS</u>	
Notice to Bidders .....	NTB-1
Instructions to Bidders .....	ITB-1
Bid Form and Bid Form Supplements .....	BID-1
<u>CONTRACTING REQUIREMENTS</u>	
Agreement.....	AGT-1
<u>APPENDICES</u>	
Appendix A. Specifications.....	APPENDIX-A-1
Appendix B. Insurance Requirements.....	APPENDIX-B-1

END OF TABLE OF CONTENTS

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

**FURNISH AND DELIVER TRANSIENT PRESSURE DATA LOGGERS**

**PROJECT No: 202100262**

**NOTICE TO BIDDERS**

The Erie County Water Authority will receive separate, sealed bids for the furnishing of all labor, and specified materials for **furnishing and delivering transient pressure data loggers to the Service Center.**

Bids must be received by the Erie County Water Authority no later than 10:30 a.m. EST, on Tuesday, January 11, 2022 at the Service Center Front Desk, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227.

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

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

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

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

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or delivered shall be directed to the "SERVICE CENTER FRONT DESK" at the address listed above in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "FURNISH AND DELIVER TRANSIENT PRESSURE DATA LOGGERS".

Beginning at 9:00 a.m., on Friday, December 10, 2021 Project Manuals and accompanying drawings, if applicable, may be obtained by writing the Service Center Front Desk at the above address or calling 716-684-1510, between the hours of 9:00 a.m. and 4:00 p.m. Contract Documents will be mailed to prospective bidders wishing to obtain a set upon receipt of prospective bidder's charge number for UPS or FedEx. The mailing date will be considered the bidder's date of receipt. Partial sets of documents will not be available.

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

In accordance with State Finance Law §§139-j and 139-k, all questions about meaning or intent of the bidding documents shall be submitted to the designated contact person in writing. The designated contact is Clayton J. Johnson, Production Engineer, Erie County Water Authority, 3030 Union Road, Buffalo, New York 14227, telephone 716-345-5076, email: [cjohnson@ecwa.org](mailto:cjohnson@ecwa.org).

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

ERIE COUNTY WATER AUTHORITY

A handwritten signature in black ink, appearing to read 'TDM', with a long horizontal flourish extending to the right.

TERRENCE D. McCRACKEN  
Secretary to the Authority

ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK

FURNISH AND DELIVER TRANSIENT PRESSURE DATA LOGGERS

PROJECT NO: 202100262

INSTRUCTIONS TO BIDDERS

1. BID SHALL BE SUBMITTED ON THESE ERIE COUNTY WATER AUTHORITY (the "Authority") BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received at the Authority after the date and time prescribed will not be considered for contract award.
3. ADDENDA. All questions about the meaning or intent of the Bidding Documents shall be submitted to the Authority in writing and received by the Authority at least ten (10) days prior to the date for the opening of Bids. Interpretations, clarifications, and/or supplemental instructions considered necessary by the Authority in response to such questions will be issued by Addenda. Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by the Authority. All Addenda will be mailed by either Registered or Certified mail, with return receipt requested to all parties recorded by the Authority as having received the Bidding Documents, for receipt not later than three (3) days prior to the date for the opening of Bids. Failure of any Bidder to receive any such Addendum shall not relieve any bidder from any obligation of the bid submitted. All Addenda so issued shall become part of the Contract Documents. All Addenda must be submitted with the bid proposal and be properly signed by the Bidder. Only questions answered by Addenda will be binding. The Authority will not be responsible for any other explanations or interpretation of such documents which anyone presumes to make on behalf of the Authority before expiration of the time set for the receipt of Bids. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Oral and other interpretations or clarifications will be without legal effect.
4. BID GUARANTEE. Each bid must be accompanied by a certified check made payable to the Erie County Water Authority or a bid bond in the sum of five percent (5%) of the amount of the bid. Bid bonds must be in satisfactory form and payable to the order of the AUTHORITY. The bid bond must contain original signatures in ink. The bid bond shall be approved by the Authority's Attorney as to form, and by the Comptroller as to sufficiency of the bond. The amount of the certified check or bid bond shall be retained by the Authority as liquidated damages if the bidder whose bid is accepted shall fail to enter into a contract with the Authority.

5. **EMERGENCY CLOSINGS.** In the event of an emergency closing of certain Authority facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Secretary to the Authority's control, only bids received prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
6. **ANY CHANGE IN WORDING OR INTERLINEATION OF THE ADVERTISEMENT AS PUBLISHED BY THE AUTHORITY** shall be reason to reject the proposals in the event that such change in the Advertisement to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than are provided for in the proposal form, escalation clauses or irregularities of any kind.
7. **THE AUTHORITY, IN THE BEST INTERESTS OF THE PUBLIC, RESERVES THE RIGHT TO REJECT** any and all bids, to accept either in whole or in part any one bid or combination of bids as may be provided in the bid specifications, and to waive any informalities in bids. The Authority does not obligate itself to accept the lowest or any other proposal, and reserves the right to re-bid.
8. **CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
9. **An EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid. See, Article 8 of the Proposed Agreement.
10. **FAILURE TO MEET DELIVERY SCHEDULE** as per accepted bid may result in legal action by the Authority to recover damages.
11. **PRICES SHALL BE QUOTED F.O.B. DESTINATION.**
12. **COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE AUTHORITY.** All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
13. **NO TAXES ARE TO BE BILLED TO THE AUTHORITY.** Bids shall not include any State or local excise, sales, transportation or other tax, unless State law specifically levies such tax on purchases made by a public benefit corporation created by the State of New York. The Authority Purchase Order is an exemption certificate. Any applicable taxes from which the Authority is not exempt shall be listed separately as cost elements and added into the total net bid.
14. **THE SUCCESSFUL BIDDER** shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to Bidder's performance under this contract.

15. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The Authority may terminate contracts or purchase orders, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of the contract or purchase order. The Authority may also terminate a contract or purchase order if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the contract or purchase order. In the event that it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the contract or purchase order and/or exercise any other remedy available to it under existing law.
16. ANY CASH DISCOUNT which is part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Authority policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Authority will take the discount when payment is made. The Authority will not pay any interest charges nor refund discount amounts taken after the discount period. If this procedure is unsatisfactory, please quote net.
17. ANY ADDITIONAL INFORMATION which bidder desires to add to the bid shall be written on a separate sheet of paper attached to and submitted with the formal sealed bid to be read at the formal opening.
18. WARRANTY: Notwithstanding anything to the contrary herein contained, BIDDER agrees that the warranties as prescribed by the Laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the Laws of the State of New York. The obligations of BIDDER herein are independent of any other obligations.
19. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice upon the Secretary to the Authority of his intention to do so.
20. PRICES CHARGED TO THE ERIE COUNTY WATER AUTHORITY are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
21. PRICE IS FIRM. The unit prices bid shall remain firm and any other charges bid shall also remain firm for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

22. **EXTENSION OF PRICE PROTECTION.** Any contract entered into pursuant to this bid to supply the Authority requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the Authority. All extensions shall be submitted in writing and shall have prior approval by the Secretary to the Authority.
23. **IN EXECUTING THIS BID, THE BIDDER AFFIRMS** that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Authority will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
24. **ACCOUNTABILITY.** The undersigned shall be fully accountable for his or its performance under this bid or any contract or purchase order entered into pursuant to this bid, and agrees that he or its officers will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.



FURNISH AND DELIVER TRANSIENT PRESSURE DATA LOGGERS

PROJECT NO: 202100262

BID FORM AND BID FORM SUPPLEMENTS

NAME OF BIDDER: Trimble Inc

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

NAME: Benjamin Maus

TITLE: Sales Support Specialist

SUBMISSION DATE: 1/11/22

ADDRESS: 935 Stewart Dr, Sunnyvale CA 94085

PHONE: (585) 869-4906

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**BID ITEMS & BID SHEET**

**BID DESCRIPTION: FURNISH AND DELIVER TRANSIENT PRESSURE DATA LOGGERS**

PROJECT No.: 202100262

The quantities for the unit price items are unpredictable and the Authority has inserted certain quantities in the proposal to be used solely for purpose of comparison of bids. The Bidder will not be entitled to any adjustment in the unit price bid as a result of changes in any of these items ranging from zero to any quantity. The Bidder shall make no claims for anticipated profits, for loss of profits, or for other damages as the result of changes in the quantities purchased.

*Ship to:* ERIE COUNTY WATER AUTHORITY  
3030 Union Rd., Cheektowaga, NY 14227  
*Attention:* Clayton Johnson, Production Engineer  
*Address:* 3030 Union Rd., Cheektowaga, NY 14227

Item No.	Item Description	Quantity	U/M	Unit Price	Total Price
1	Transient Pressure Data Logger - Temporary Installation	5	EA	3,376.40	16,882
2	Transient Pressure Data Logger - Permanent Installation	11	EA	3,280.50	36,085.50
3	Annual Service Plan (for all systems)	1	LS	6426	6426

**NOTE:** Bid results are available on the Erie County Water Authority website, [www.ecwa.org](http://www.ecwa.org) (under Doing Business tab, select option Business Opportunities). No bid results will be given over the telephone.

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

NAME OF BIDDER: Trimble Inc

AUTHORIZED SIGNATURE: Benjamin Mawzy DATE: 11/21/2022

# Your order quotation

Thank you for choosing Trimble U&PA

We appreciate your business, if you have any questions your Trimble U&PA Account Executive and Quotation number is outlined below:

## Account Executive

Opportunity Owner Kerry Hoffman

Quote Number 00009979

Created Date 1/4/2022

Purchaser Erie County Water Authority, NY

Ship To Name Erie County Water Authority, NY

Expiration Date 3/31/2022

Ship To 3030 Union Rd  
Cheektowaga, NY 14227-1097  
United States

Bill To Name Erie County Water Authority, NY

Bill To 3030 Union Rd  
Cheektowaga, NY 14227-1097  
United States

Main Contact Clayton Johnson

Main Contact Email [cjohnson@ecwa.org](mailto:cjohnson@ecwa.org)  
Address

Main Contact Phone (716) 345-5076

## Quote Line Items

Product Code	Product	MRSP	Sales Price	Quantity	Discount	Total Price
C-BLE-D	Bluetooth USB	USD 30.00	USD 30.00	1.00	10.00%	USD 27.00
A-CBA-LTE	Burial Antenna LTE	USD 275.00	USD 275.00	16.00	10.00%	USD 3,960.00
CU-CTS	Communication/Tamper Switch Cable, 8 feet in length	USD 225.00	USD 225.00	1.00	10.00%	USD 202.50
TL-EST-SHIP	Estimated Shipping Charge	USD 0.00	USD 1.00	250.00		USD 250.00
20-1003	Pressure Recorder, Impulse, LTE Cat/M1 Verizon, Ext Antenna Conn, Sensor 300psi,30ft cable,TRMB Act	USD 3,295.00	USD 3,295.00	16.00	10.00%	USD 47,448.00
TW-UNITY-MHA-OS	Trimble Unity Measurement Historian API Annual Base Subscription	USD 2,500.00	USD 2,500.00	1.00	10.00%	USD 2,250.00
TW-UNITY-MHA-DS-1	Trimble Unity Measurement Historian API Tier 1 Annual Subscription	USD 50.00	USD 50.00	16.00	10.00%	USD 720.00
TW-UNITY-RMBC-SS	Trimble Unity Remote Monitoring Basic Subscription - Cellular (32/33/35 Series Plan)	USD 240.00	USD 240.00	16.00	10.00%	USD 3,456.00
TW-UNITY-RTU-SF	Trimble Unity RTU Activation Fee	USD 75.00	USD 75.00	16.00	10.00%	USD 1,080.00

Trimble Inc.  
935 Stewart Drive  
Sunnyvale, CA 94085

Email: [trimblewater\\_insidesales@trimble.com](mailto:trimblewater_insidesales@trimble.com)  
Website: [www.upa.trimble.com](http://www.upa.trimble.com)

# Your order quotation

Thank you for choosing Trimble U&PA

Total Price

USD 59,393.50

## Quotation & Shipping Terms

Payment Terms	Net 30 Days	FOB Method	SHIP DOCK - FOB Shipping Dock (Customer Pays Freight)
Lead Time	2-4 weeks ARO (Standard Items)	Shipping Method	GROUND - Ground Service

## Terms and Conditions of Sale

The Trimble U&PA general Terms and Conditions of Sale are located [here](#).

Exhibit B - Terms & Conditions on Software-As-A-Service

<http://download.trimblewater.com/Legal%20Terms/UPA%20Exhibit%20B%20%E2%80%93%20Terms%20and%20Condit>

Exhibit C - Terms & Conditions on the Purchase of Hardware Products

<http://download.trimblewater.com/Legal%20Terms/UPA%20Exhibit%20C%20%E2%80%93%20Terms%20%26%20Condit>

Exhibit E - Terms & Conditions on Professional Services

<http://download.trimblewater.com/Legal%20Terms/UPA%20Exhibit%20E%20%E2%80%93%20Terms%20%26%20Condit>

## Additional Quotation Notes

1. Customer is responsible for shipping charges to destination and charges will be added at the time of shipment. If an estimate of the freight charge is required contact Trimble U&PA Inside sales at the email below.
2. Applicable taxes will be added to the order and invoice following booking of the order.

If you have any questions contact Trimble U&PA Inside sales at [TrimbleWater\\_InsideSales@trimble.com](mailto:TrimbleWater_InsideSales@trimble.com).

Prepared By Benjamin Maus

To accept this quotation, please provide a Purchase Order or Return a signed copy of this quote clearly referencing the Quotation Number to proceed:

THANK YOU FOR YOUR BUSINESS!

Trimble Inc.  
935 Stewart Drive  
Sunnyvale, CA 94085

Email: [trimblewater\\_insidesales@trimble.com](mailto:trimblewater_insidesales@trimble.com)  
Website: [www.upa.trimble.com](http://www.upa.trimble.com)

**INFORMATION REQUIRED FROM BIDDERS**  
**AT TIME OF CANVASS OF BIDS**

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

FIRM NAME Trimble Inc

ADDRESS OF PRINCIPAL OFFICE: STREET 935 Stewart Dr

CITY Sunnyvale

AREA CODE 408 PHONE 481-8000 STATE CA ZIP 94085

Check one: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

INCORPORATED UNDER THE LAWS OF THE STATE OF California

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

YES ☐ NO ☐

TRADE NAMES: Trimble Utilities and Public Administration

ADDRESS OF LOCAL OFFICE: STREET 295 Woodcliff Dr, Ste 2C

CITY Fairport

AREA CODE 585 PHONE 742-3000 STATE Ny ZIP 14450

NAMES AND ADDRESSES OF PARTNERS:

Trinova North

2 McCrea Hill Rd

Ballston Spa NY 12020

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 94-2802192

Social Security Number: \_\_\_\_\_

**INFORMATION REQUIRED FROM BIDDERS**  
**REGARDING PROPOSED CONTRACT DOCUMENTS**

**Question 1:**

The BIDDER represents that it has reviewed the Proposed Contract Documents beginning at AGT-1.

CHECK ONE:

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

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

**Question 2:**

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

CHECK ONE:

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

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\*Insert Additional Page(s) if necessary.

**Question 3 (Only provide an answer if answer to Question 2 is NO):**

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

CHECK ONE:

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

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

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

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

NAME OF BIDDER: Trimble Inc

AUTHORIZED SIGNATURE: Benjamin May DATE: 1/2/2022

0000 000948

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

WELLS  
FARGO

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK  
11/24/1210

Check Number: 0002116941

Date: January 6, 2022

Pay to the  
order of Erie County Water Authority

\$2,969.68

\*\*\*Two Thousand Nine Hundred Sixty-Nine dollars and 68/100\*\*\*

For CRT-OFFICIAL CHECK

Wells Fargo Bank, N.A.

FOR INQUIRIES: 480-394-3122



Drawer: WELLS FARGO BANK, N.A.

Authorized Signature

Authorized Signature

⑈0002116941⑈ ⑆121000248⑆ 4861510634⑈



**BID SECURITY FORM**

**BIDDER (Name and Address):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER:**

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

**BID**

BID DUE DATE: 1/11/2022

PROJECT: FURNISH AND DELIVER TRANSIENT PRESSURE DATALOGGERS

Project No: 202100262

**BOND**

BOND NUMBER: CK. 2116941

DATE: (Not later than Bid due date): 1/6/2022

PENAL SUM: Two Thousand Nine Hundred Sixty-Nine \$2,969.68  
(Words) Dollars and Sixty-Eight Cents (Figures)

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

**BIDDER**

Trimble Inc  
Bidder's Name and Corporate Seal



By: [Signature]  
Signature and Title

Attest: [Signature]  
Signature and Title  
Branch Manager

**SURETY**

\_\_\_\_\_  
(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_

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

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

3.01 This obligation shall be null and void if:

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

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

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

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

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

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

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

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

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

## END OF BID BOND

**NON-COLLUSIVE BIDDING CERTIFICATION**

as mandated by Public Authority Law § 2878

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

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

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

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

**NOTICE**

(Penal Law § 210.45)

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

**BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:**

Affirmed under penalty of perjury this 2nd day January, 2022

TERMS Sale Bidder DELIVERY DATE AT DESTINATION 1/11/2022

FIRM NAME Trimble Inc

ADDRESS 295 Woodcliff Dr, Suite 2C

Fairport NY ZIP 14450

AUTHORIZED SIGNATURE Benjamin Maus

TYPED NAME OF AUTHORIZED SIGNATURE Benjamin Maus

TITLE Sales Support Specialist TELEPHONE No. (585) 869-4906

## SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

### §2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.

A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.



Trimble Inc  
(Name of Individual, Partnership or Corporation)

By Benjamin M. [Signature]  
(Person authorized to sign)

## **SECTION 2876 OF THE PUBLIC AUTHORITIES LAW**

### **§2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY**

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any

political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

Trimble Inc  
(Name of Individual, Partnership or Corporation)

By Benjamin Mays  
(Person authorized to sign)  
(SEAL)

## **FORMS A, B, and C**

### **STATE FINANCE LAW REQUIREMENTS**

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

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

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

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

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

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

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



## FORM A

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

#### **Instructions:**

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

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

By: Benjamin Maus Date: 11/2/2022

Name: Benjamin Maus

Title: Sales Support Specialist

CONTRACTOR Name: Trimble Inc

Address: 935 Stewart Dr

Sunnyvale, CA 94085



**FORM B**

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

**Instructions:**

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

**Offerer Certification:**

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

By: Benjamin Maus Date: 11/21/2022

Name: Benjamin Maus

Title: Sales Support Specialist

CONTRACTOR Name: Trimble Inc

CONTRACTOR Address: 935 Stewart Dr

Sunnyvale CA 94085

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

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

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

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

**Instructions:**

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

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

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

Trimble Inc

Address:

935 Stewart DrSunnyvale, CA 94085

Name and Title of Person Submitting this Form:

Benjamin MausSales Support Specialist

Contract Procurement Number:

202100262

Date:

11/2/2022

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

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

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

(Add additional pages as necessary)

**FORM C (Continued)**

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

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

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

By: Benjamin Maus Date: 11/2/2022  
Signature

Name: Benjamin Maus

Title: Sales Support Specialist

### **Contract Termination Provision**

#### **Instructions:**

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

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

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

#### **Sample Contract Termination Provision**

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

**OFFERER'S STATEMENT REGARDING PREVENTION OF  
UNLAWFUL DISCRIMINATORY PRACTICES**

The Erie County Water Authority (the "Authority"), as an employer in New York State, is subject to the Human Rights Law, codified as Executive Law §290, *et. seq.*, and Labor Law §201-g. The Authority seeks to provide a work environment that is free from unlawful discriminatory practices as they are defined in Executive Law §296, as well as from inappropriate harassing conduct even if not deemed unlawful, to its employees, contractors, subcontractors, vendors, consultants, and any other person providing services on Authority premises. Pursuant to the Human Rights Law, it shall be unlawful to discriminate against an individual, or to subject an individual to harassment, due to age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence. Accordingly, the Authority requires that any Offeror of a proposal or bid, agree to sign the following statement regarding unlawful discriminatory practices, including, but not limited to sexual harassment, under penalty of perjury. This statement should be provided to the Authority as early as possible in the procurement process, but not later than at the time of execution of a contract with the Authority. Failure to agree to sign the statement may result in the Authority deeming the bid or proposal withdrawn by the Offeror.

**Offerer Statement:**

*I certify, under penalty of perjury, that the following statements are accurate:*

- *Offerer is aware of its obligations under the Human Rights Law (Executive Law §290, et. seq.)*
- *Offerer complies with the provisions of Executive Law §290, et. seq., including Executive Law §296, and does not permit unlawful discriminatory practices or harassment based on an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence in its workplace.*
- *Offerer complies with the provisions of Labor Law §201-g, has implemented a written policy addressing sexual harassment in the workplace which meets the minimum standards of Labor Law §201-g, and provides annual sexual harassment prevention training to all of its employees.*

By: Benjamin Maus Date: 1/2/2022

Name: Benjamin Maus

Title: Sales Support Specialist

Offerer Name: Trimble Inc

Offerer Address: 935 Stewart Dr

Sunnyvale, CA 94085



**Erie County  
Water Authority**

**"Furnish and Deliver Transient Pressure Data Loggers"**

**Erie County Water Authority**

**Bid: 202100262**

**Opening date: January 11th, 2022 @ 10:30**

**Trimble Water Response**

Kerry Hoffman  
Regional Business Manager  
Trimble Water  
(585) 869-4918  
kerry\_hoffman@trimble.com





12/15/21

Dear Clayton:

This letter is to confirm the Trimble Water affirmative response to BID DESCRIPTION: FURNISH AND DELIVER PRESSURE TRANSIENT DATA LOGGERS - PROJECT No.: 202100262. Trimble Inc. is a publicly traded corporation on the NASDAQ stock exchange with revenue of \$3.2 billion in 2019. Trimble Inc. employs over 11,000 people and has operations in over 150 countries. Trimble Water is a strategic industry focused division of Trimble Inc. that provides solutions to the water, wastewater, stormwater, and environmental water industries. Trimble Water is the market leader in IoT remote monitoring used by over 100 of the largest water utilities, over 3,000 small/mid-size utilities, service providers and AEC firms.

Trimble acquired Telog Instruments, Inc (Telog) in November of 2015. Telog is the market leader in remote monitoring and is located just outside of Rochester, NY. Telog solutions have been widely adopted throughout the United States as well as locally to ECWA including:

- Monroe County Water Authority
- Erie County Wastewater (NY)
- Erie Water Works (PA)
- Erie Wastewater (PA)
- Many more small, medium and large utilities

All Telog hardware, including that which is being recommended for this project, are manufactured, supported and serviced at the Telog headquarters outside of Rochester, NY.

Beyond the scope of this project, Trimble Water offers a wide range of solutions across the spectrum of water utility needs. These include solutions for flow metering, pressure management and Non-Revenue Water (NRW). All of these solutions are supported by our Trimble Unity software platform. Trimble Unity is a platform designed specifically for water and wastewater utilities with their specific use-cases in mind.

Trimble acquired Cityworks in the fall of 2019. Both Telog hardware and Trimble Unity software have the capability to integrate seamlessly with Cityworks to provide a full-stack solution for remote monitoring, GIS integration and complete Enterprise Asset Management. This pressure monitoring project would be a perfect example of real-time asset performance monitoring. By integrating Telog hardware, GIS and Cityworks, ECWA will have the power to help drive informed operational decisions as well as capital improvement projects. In addition, Trimble Unity has the capability to integrate seamlessly to 3rd party SCADA systems using industry standard RESTful APIs.

Trimble Water values the opportunity to partner with our clients by helping them implement technology to address both their immediate and long term needs. Our technology is designed to grow with utilities helping them adapt as their needs change and future projects emerge. Included in this response are details around the solutions mentioned above and others that ECWA may find beneficial. Please do not hesitate to reach out with any questions. Thank you for your consideration!

Sincerely,

Kerry Hoffman  
Business Manager  
Trimble Water



# Telog PR-32A/32iA

WIRELESS BATTERY-POWERED PRESSURE RTU WITH IMPULSE MONITORING OPTION



## WATER SYSTEM PRESSURE AND LEVEL MONITORING WITH OPTIONAL TRANSIENT CAPTURE WAVEFORM

The Telog PR-32A and Telog PR-32iA are versatile instruments intended to monitor water system pressures or water levels (e.g. underground aquifers, surface reservoirs or water tower levels). When you combine the Telog PR-32A series with a Trimble software option, you have a powerful system of wireless water infrastructure monitoring that is consistently delivering real-time data from the field straight to your desktop. Imagine...all your data on one platform straight to your computer screen.

In addition to performing the measurement and recording functions of the Telog PR-32A, the impulse recording option feature of the Telog PR-32iA units stores the waveform of captured pressure transient waves detected on the monitored network. The Telog PR-32iA can store up to 125 events of variable duration that may occur over many months of on-site monitoring, recording up to a maximum of 2.5 minutes of transient data at 256 samples/second.

### Wireless Communication

The power of every Telog 32 series recorder from Trimble Telog is wireless data transfer capability. Using cellular technology enables unmanned monitoring of remote sites as well as instant updates and alarm notifications. The Telog PR-32A/32iA series uses a low power, LTE/Cat 1 cellular communication modem certified on Verizon Wireless. Additional communication options are also available on request.

### Collecting Data

The Telog PR-32A/32iA series may be configured to call its host application on a schedule (e.g. once per day; every four hours, etc.) and/or in response to site alarm conditions (e.g. in response to a high level event). The recorder can sample the pressure sensor up to four times/second (Telog PR-32A) or up to 256 times/second (Telog PR-32iA). Data may be stored in the recorder at user defined intervals (e.g. five minutes, one minute, etc.) without concern for data loss because the recorder will store up to 82,000 values, depending on input type, before overwriting the oldest data.

### Packaging

The cellular modem, antenna, process signal conditioning, data recorder and battery are in a small IP68 rated Nema 6P enclosure for a combined weight of 2.5 pounds and measuring 4"L x 4"W x 3"H (102 mm L x 102 mm W x 76 mm H).

### Battery Powered

The Telog PR-32A and Telog PR-32iA recorders use a user replaceable Telog BP-4 lithium battery pack. At one call per day the battery pack will last up to five years on a PR-32A RTU. The battery life with a PR-32iA depends on the sampling resolution chosen in addition to the call schedule (see table below for examples). With user configurable call and sampling rates, you get to choose the best configuration for your application.

### Software Support

Trimble Telog wireless recorders are compatible with all Trimble software applications, including Trimble Unity, Telog Online (cloud), Telog Enterprise and Telogers for Windows application software. This ensures that utilities have a complete solution addressing all their remote monitoring requirements delivered in a manner that suits each individual utility's operations and IT needs.

## Applications

- ▶ Water system pressure monitoring
- ▶ Water level monitoring
- ▶ Tank level monitoring
- ▶ High speed sampling to 256 samples/second

## Benefits

- ▶ Improve asset performance, reduce leakage and pipeline failures
- ▶ Monitor and optimize water and site operations and compliance
- ▶ Real-time situational awareness of overflows and high/low level events
- ▶ Battery operated

## Features

- ▶ Wireless communication via cellular (LTE)
- ▶ Alarm notification
- ▶ Time stamped events
- ▶ Sensor installs in 2" wells
- ▶ Automatic barometric pressure correction
- ▶ Integral antenna
- ▶ User programmable
- ▶ IP68 Rating

## DATASHEET

# Telog PR-32A/32iA SPECIFICATIONS

### RECORDER MODEL: Telog PR-32A and Telog PR-32iA

Type Single channel pressure recorder

#### Measurement

Resolution 12 bits (0.025%)  
Accuracy  $\pm 0.075\%$  of full scale at 73 °F  
 $\pm 40$  ppm/°F

#### Temperature range

40 °F to +149 °F (4 °C to 65 °C)

NOTE: For applications below this operating range please contact your Trimble Telog support team.

#### Recording with PR-32 (no impulse option included)

Sample Rate 4 per second to 1 per 8 hours; programmable  
Clock Accuracy 0.01%  
Memory Size 31,000 data values  
Storage Method Wrap around (first-in; first-out)

#### Recording with PR-32i (with impulse option included and on)

Note: When using PR-32i which includes the impulse option, the normal mode specified above will operate whether the impulse mode is on or off.

Data Recorded Normal mode interval data plus transient event waveforms  
Transient Trigger Pressure rate-of-change; either positive or negative; user configurable  
Impulse Memory Up to 100 transient events to a maximum of 37,000 samples after which new data will overwrite oldest data.

#### Communication

Local RS-232 4 pin circular connector rated IP-67

Auto-selected baud rate to 19.2K

Cellular Internal Telog WM2/L1 cellular modem LTE

Category 1 certified Verizon Wireless

FirstNet available in the USA.

#### Battery

Factory installed, field replaceable Telog BP-4

lithium battery pack

Battery Life Up to 2800 data calls to host computer

Examples:	Call Frequency	Sampling Frequency	Battery Life
PR-32A	1/day	1/second	5 years
PR-32iA	1/day	4/second	5 years
PR-32iA	1/day	128/second	2 years
PR-32iA	1/day	256/second	1 year

(@ medium to excellent signal strength)

#### Enclosure

Size 4" L x 4" W x 3" H (102 mm L x 102 mm W x 76 mm H)

Weight 2.5 lbs. (1.2 kg)

Weight 2 lbs (0.9 kg)

Material Polycarbonate

#### Environmental

Temperature 40 °F to 158 °F (4 °C to 70 °C)

Note: For applications below this operating range please contact your Trimble Telog support team.

Rating NEMA 6P (IP68)

#### Support Software

S-3PC Teloggers for Windows® 6.51 or later

S-3EP Telog® Enterprise 6.51 or later

DHS-Service Telog Online

TW-UNITY Trimble Unity

### SENSOR SPECIFICATIONS

#### PR-32A Sensor

Model PT-DS

Type Strain gauge pressure sensor

Range Selectable 5, 10, 30, 100, 300 PSI/G and 1000 PSI

Accuracy over the calibrated temperature range including zero and span setting and the effects of non-linearity, hysteresis and repeatability 0.25% FS

Cable Vented Polyurethane 0.225" diameter (5.715 mm)

Pressure Over Range 2x full scale with negligible calibration change

4x containment pressure up to 2900 psi max

#### Temperature

Range 25 °F to 140 °F (-3.8 °C to 60 °C)

Temperature Effect  $\pm 0.01\%/^{\circ}\text{F}$  (32 °F to 90 °F)

#### PR-32iA Sensor

Model PT-30b

Type Strain gauge pressure sensor

Range Selectable 200, 300, 500 PSIG

Accuracy

Non-linearity  $\pm 0.15\%$  of span; BFSL

Repeatability  $\pm 0.03\%$  of span; BFSL

Hysteresis  $\pm 0.03\%$  of span; BFSL

Cable Vented Polyurethane 0.310" diameter (7.87mm)

Pressure Over Range 4x full scale with negligible calibration change

6x containment pressure up to 2900psi max

#### Temperature

Range 25 °F to 140 °F (-3.8 °C to 60 °C)

Temperature Effect  $\pm 0.01\%/^{\circ}\text{F}$  (32 °F to 90 °F)

#### Physical

Pressure Fitting 1/4" NPT female

Environmental Submersible to NEMA 6P (IP-68)

Sensor Length 4.5" (114 mm)

Sensor Diameter (max) 1.0" (25.5 mm)

Sensor Body Material 316 stainless steel

Cable Weight 0.027 lbs./ft

Specifications within this brochure are subject to change without notification.  
The PR-32A is covered by U.S. Pat. No. 7,229,563 and 7,357,034.

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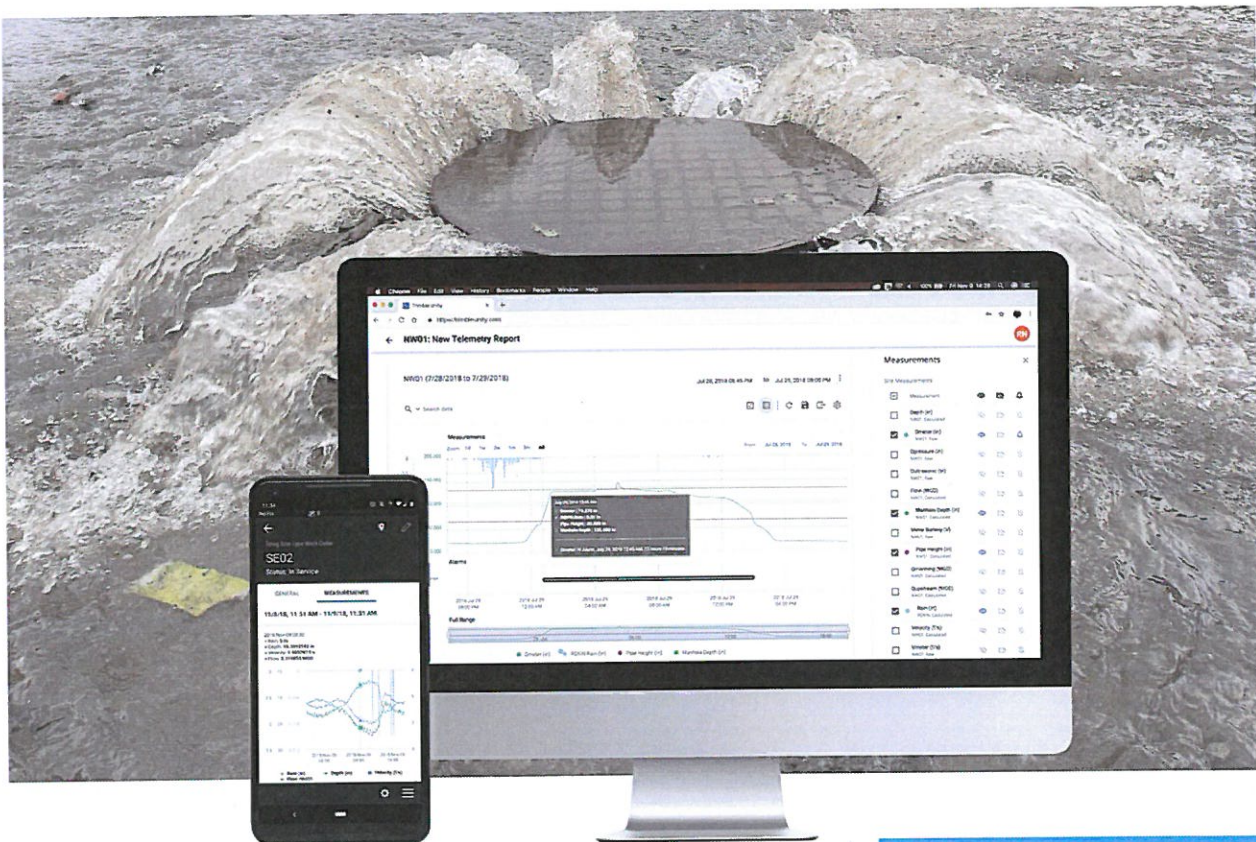




DATASHEET

# Trimble Unity

## REMOTE MONITORING



## Transform how data drives your business

Gather reliable remote monitoring data for informed decision making on capital improvements and capacity planning, operations and maintenance.

### Highlights

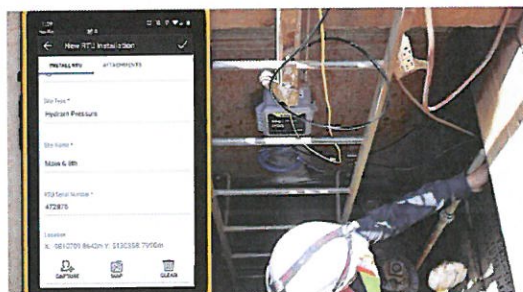
- ▶ Proactively monitor asset performance
- ▶ Optimize water and wastewater operations
- ▶ Reduce asset failure and repair costs
- ▶ Gather reliable remote monitoring data for reporting, regulatory compliance and capital planning
- ▶ Improve customer service and response

TRANSFORMING THE WAY WATER WORKS



## DATASHEET

# Trimble Unity REMOTE MONITORING



Cloud and mobile  
GIS powered by 

## EVERYTHING YOU NEED IN ONE SOLUTION.

### GIS and Web-based Remote Monitoring

Providing GIS and web based visualization, reporting and analysis tools and workflows, for viewing and managing remote monitoring sites, telemetry reports and analyzing measurements collected via the Telog RTUs.

### Proactive Monitoring and Alarming

Quickly analyze and identify operational anomalies and alarming conditions that could result in infrastructure failure, environmental damage and regulatory penalties.

### Supports Wide Range of Wireless Recorders and Sensors

Supporting the Trimble Telog® family of rugged, battery-powered Recording Telemetry Units (RTUs), sensors and data, for situational awareness of water and wastewater operations and asset performance.

### Mobile Application for Empowering Field Crews

Extend real-time monitoring data to field crews using the Trimble Unity GIS based mobile software supported on iPhones, iPads and Android devices, providing mobile workers and field technicians with the tools and data they need to quickly and efficiently analyze and respond to network events.

### RTU Configuration and Management

Use the Trimble Unity RTU Installer workflow to manage the installation of RTUs on new sites, and relocation of RTUs from one site to another. Configure RTUs to automatically get data as often as you want and when you want with configurable data transfer intervals, and in response to configured alarms.

### Insights to Asset Condition

Identify assets that are in poor condition, or ones that are likely to fail, through correlating telemetry data over a period of time with historic events and alarms, asset age and operational records. Then incorporate this information into network inspection and rehabilitation plans.

### Mobile Work Management

Extend the use of the software by leveraging the full capabilities of the optional Trimble Unity Work Management product, offering GIS-centric field and office work management and dispatching capabilities to streamline field service operations, reduce event response times and gather authoritative field data for reporting and regulatory compliance.

### System Health Dashboard

A remote monitoring system health dashboard and analytics to provide management and operations staff with real-time insight into the availability and performance of the remote monitoring network and assets.

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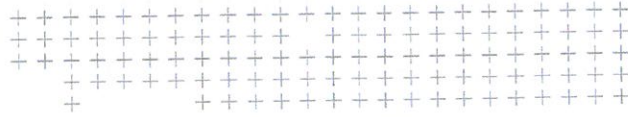
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www.trimblewater.com





Complementary Hardware & Software Solutions to those being recommended for this RFP:

DATASHEET



# Tellog HPR-32A

WIRELESS, BATTERY-POWERED HYDRANT PRESSURE MONITORING

## PRESSURE MONITORING AND MANAGEMENT MADE SIMPLE

The Tellog HPR-32A is an ideal pressure monitoring solution for pressure concerns, fire flow testing and hydraulic model calibration.

Trimble Unity software combined with Tellog wireless hydrant pressure recorders provide a GIS-centric cloud and mobile platform for monitoring system pressures, and trends, min, max and average pressure history at any user defined interval. Tellog hydrant pressure recorders can store data internally for many months and wirelessly transmit on a defined schedule to provide alerts and alarms in response to pressure faults, delivering a complete solution for proactive pressure and leakage monitoring and management.

### Wireless Communication

The power of every 32 series recorder from Trimble Tellog is wireless data transfer capability. Using cellular technology enables unmanned monitoring of remote sites as well as instant updates and alarm notifications. The ILR-32A uses a low power, LTE/Cat 1 cellular communication modem certified on Verizon

Wireless.

### Battery Power

All Trimble Tellog hydrant pressure recorders have low power requirements so they can be battery operated. The HPR-32A series uses a BP-4 lithium battery pack. At one call per day the battery will last up to five years.

### Packaging and Installation

Every hydrant pressure recorder from Trimble Tellog is a low-profile, rugged unit that is easily installed by one person on a standard 2.5 inch hose nozzle outlet. For ease of mind an optional security cover can be used to prevent vandalism. Once installed, data is immediately available using Telloggers for Windows or Tellog Enterprise software.

### Software Support

The Trimble Tellog HPR-32A is compatible with all Trimble software applications, including Trimble Unity, Tellog Online (cloud), Tellog Enterprise and Telloggers for Windows application software. This ensures that utilities have a complete solution addressing all their remote monitoring needs across their operations, delivered in a manner that suits each individual utility's operations and IT needs.

## Applications

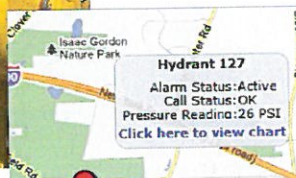
- ▶ Customer pressure complaint investigation
- ▶ Pressure loss testing
- ▶ System pressure monitoring
- ▶ Calibrating hydraulic models
- ▶ Fire flow testing
- ▶ Hydrant capacity testing
- ▶ Sampling to 4 samples/second

## Benefits

- ▶ Reduce non-revenue water leakage and water main bursts
- ▶ Improve customer service and response time
- ▶ Monitor and optimize water supply and operations
- ▶ Real-time situational awareness on water pressure and supply
- ▶ Certified to NSF/ANSI 61 and 372

## Features

- ▶ Wireless communication via cellular (LTE)
- ▶ Alarm notification
- ▶ Time stamped events
- ▶ Integral antenna
- ▶ 5 year battery life



View exact location of your hydrant pressure recorders on a map

TRANSFORMING THE WAY WATER WORKS

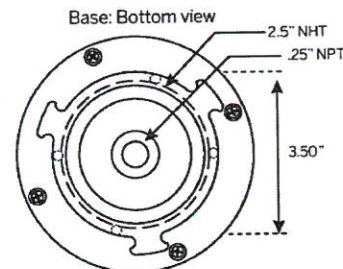
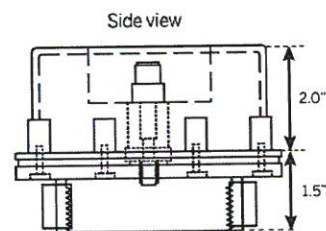
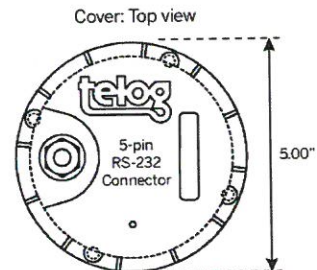


## DATASHEET

### Telog HPR-32A SPECIFICATIONS

#### RECORDER MODEL: Telog HPR-32A

<b>Type</b>	Strain gauge, isolated pressure sensor with wireless
<b>Range (psi)</b>	100, 200, 300 (contact Telog for other ranges)
<b>Over pressure (psi)</b>	300, 600, 600
<b>Burst pressure (psi)</b>	850, 1000, 1000
<b>Resolution</b>	0.025% of full scale, 12-bit
<b>Accuracy</b>	±0.25% of full scale at constant temperature
<b>Temperature effect</b>	±0.015% of full scale per °F
<b>Recording</b>	
Sample rate	Programmable from 4/sec up to 8 hours
Data interval	Programmable from 1/sec up to 8 hours
Values saved	Selectable min, avg & max per interval
Memory	~82,000 data values
<b>Communication</b>	
Local RS-232	5 pin circular connector rated IP67 Auto-selected baud rate to 19.2 kbaud Internal Telog WM2/L1 cellular modem LTE Category 1 certified Verizon Wireless
Cellular	
Local Bluetooth BLE 4.1	Bluetooth low energy max range is 20 feet in open field line of site.
<b>Battery</b>	Factory installed, field replaceable Telog BP-4 lithium battery pack Up to 2800 data calls to host computer
<b>Battery Life</b>	
Examples:	
5 years with Daily Data Transfers, 4 Samples per second (HPR-32A and HPR-32Ai)	
2 years with Daily Data Transfers, 128 Samples per second (HPR-32Ai)	
1 year with Daily Data Transfers, 256 Samples per second (HPR-32Ai)	
(@ medium to excellent signal strength)	
<b>Support Software</b>	
S-3PC	Telogs for Windows® 6.51 or later
S-3EP	Telogs® Enterprise 6.51 or later
DHS-Service	Telogs Online
TW-UNITY	Trimble Unity
<b>Environmental</b>	
Temperature	
Operating	40° to 150°F [-4° to 66°C]
Storage	-40° to 150°F [-40° to 66°C]
NOTE: For applications below this operating range please contact your Trimble Telog support team.	
Humidity	0-100% relative humidity
Enclosure	NEMA 4x/IEC IP65
Size	5" diameter x 3.5"
Thread*	Hydrant mount: 2.50" NHT standard, Contact Telog for non standard thread
(see side view)	Internal mount: 1/4" NPT
Security Cover	High impact nylon security cover. Choose from gray, red or yellow to best match hydrant color. Lockout hasps included
Certified to NSF/ANSI 61 and 372.	



High impact nylon security cover prevents vandalism. Security cover color options are yellow, red or gray.



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# Tellog Ru-32mA



WIRELESS MULTI-CHANNEL RECORDING TELEMETRY UNIT FOR UNDERGROUND MONITORING



## UNDERGROUND MONITORING IN HARSH ENVIRONMENTS

The Tellog Ru-32mA provides real-time monitoring and alarming of pressure, flow sensors, valves, and meters found in harsh environments typical of water distribution and wastewater collection systems such as underground water vaults. When you combine the Tellog Ru-32mA RTU with a Trimble Telog software option, you have a powerful system of wireless water infrastructure monitoring that is consistently delivering real-time data from the field straight to your desktop. Imagine...all your data on one platform straight to your computer screen.

### Sensor Support

The Ru-32mA is a versatile eight channel RTU that can be supplied with one or two pressure sensors and can interface up to two digital inputs (pulse and/or event), one 4-20 mA current loop from a process instrument, one analog voltage or potentiometer input, and two additional inputs to capture the encoded register reading of single or dual water meters such as master meters and compound meters.

### Wireless Communication

Using cellular technology enables unmanned monitoring of remote sites as well as instant updates and alarm notifications. The Ru-32mA uses a low power, LTE/Cat 1 cellular communication modem certified on multiple cellular systems. This ensures maximum coverage, reliability of service and alignment with cellular carriers technology roadmaps.

### Collecting Data

The Tellog Ru-32mA may be configured to call it's server application on a schedule (e.g. once per day; every four hours, etc.) and/or in response to site alarm conditions (e.g. high or low pressure or level exceedance). The recorder can sample the sensor up to four times/second and store the data statistics (minimum, average, maximum or totals) at user defined intervals.

### Packaging

The cellular modem, data recorder and battery are integrated into an IP68 rated, environmentally rugged enclosure weighing three pounds and measuring 8 x 8 x 4 inches (L x W x H). The unit is provided with a panel mount TNC coax connector and will support a variety of certified antennas. All connectors and fittings are watertight and the product is environmentally rated IP68 to 9.8 feet (three meters) of depth.

### Battery Powered

The Tellog Ru-32mA are battery powered and use a single, user replaceable battery pack, Tellog BP-4, providing an operating life of up to five years depending on the user-defined call schedule. A five year battery life example would be sampling two pressure sensors every 10 seconds and water meter registers hourly and transferring data to a host server on a daily schedule. The recorder can also be connected to optional, customer supplied DC or solar power.

### Software Support

Trimble Tellog wireless recorders are compatible with all Trimble software applications, including Trimble Unity, Tellog Online (cloud), Tellog Enterprise and Telloggers for Windows application software. This ensures that utilities have a complete solution addressing all their remote monitoring requirements delivered in a manner that suits each individual utility's operations and IT needs.

## Applications

- ▶ Water system pressure monitoring
- ▶ Underground water level monitoring
- ▶ Mag meter monitoring
- ▶ Pressure reducing valve (flow and pressure) monitoring
- ▶ Pressure relief valves
- ▶ Single or dual water meter monitoring
- ▶ Meter register input monitoring

## Benefits

- ▶ Insight into consumption for Non Revenue Water.
- ▶ Optimized water and site operations and compliance
- ▶ Real-time situational awareness on Pressure or Bursts

## Features

- ▶ Wireless communication via cellular (LTE)
- ▶ Alarm notification
- ▶ Time stamped events
- ▶ User programmable
- ▶ IP68 Rating

## DATASHEET

# Telog Ru-32mA SPECIFICATIONS

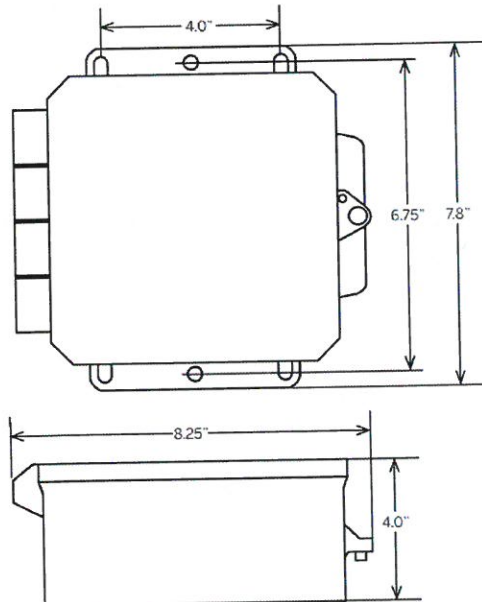
### RECORDER MODEL: Telog Ru-32mA

<b>Type</b>	Eight channel, underground RTU with embedded cellular modem
(4 samples per second max - 250 ms, 1 second interval max):	
<b>I2C Pressure Sensors</b>	Channels 1 & 2
Resolution	12 bits (0.025%)
Accuracy	±0.075% of full scale at 73 °F [23 °C]
Temperature range:	40 °F to 149 °F [4 °C to 65 °C]
For applications below this operating range please contact your Trimble Telog support team.	
<b>Current Loop (Channel 3)</b>	(4-20 mA) Input
Resolution	12 bits (0.025%)
Accuracy	±0.075% of full scale at 70 °F [21 °C]
<b>Analog Input (Channel 4)</b>	0-5 VDC
Resolution	12 bits (0.025%)
Accuracy	±0.075% of full scale at 70 °F [21 °C]
<b>Digital Input</b>	2 channels (5 and 6)
Type	Selectable pulse counter or event recorder
Input	Contact closure or logic driven
Excitation	3 volts at 20 µAmps maximum
Pulse Width	10 mSec minimum
<b>Meter Register Inputs</b>	Reads absolute encoded register values: 4 thru 9 digits in length 3-wire synchronous interface, ASCII coded E.g. Sensus EGR, Neptune ProRead (3-wire), Badger ADE & HR-E, etc.
<b>Recording</b>	
Sample rate	4 per second to 1 per 8 hours; programmable
Clock accuracy	0.01%
Memory size	128 kbytes; 80,000 data values
Storage method	Wrap around (first-in; first-out)
<b>Communication</b>	
Local RS-232	5 pin circular connector rated IP68 Auto-selected baud rate to 19.2K
Cellular	IWM2/L1 cellular modem LTE Category 1 certified Verizon Wireless
Bluetooth	Local Bluetooth BLE 4.1
<b>Power</b>	
Battery	Factory installed, field replaceable Telog BP-4 lithium battery pack
Battery Life	Up to 2800 data calls to host computer
Examples:	Call Frequency    Sampling Frequency    Battery Life
	1/day                      5/second                      5 years
	2/day                      1/second                      3 years
	(@ medium to excellent signal strength)
External Power	9-30VDC @ 1A optional via customer supplied DC or solar. Battery becomes back-up if power is lost.
<b>Enclosure</b>	
Size	8" L x 8" W x 4" H [204 mm x 102 mm x 204 mm]
Weight	3 lbs. [1.4 kg]
Material	Polycarbonate
<b>Environmental</b>	
Temperature	-40 °F to 158 °F [-40 °C to 70 °C]
Rating	NEMA 6 (IP68)
<b>Support Software</b>	
S-3PC	Telogs for Windows® 6.5 or later
S-3EP	Telogs® Enterprise 6.5 or later
DHS-Service	Telogs Online
TW-UNITY	Trimble Unity

### SENSOR MODEL: TELOG PT-DS SERIES

<b>Type</b>	Strain gauge pressure sensor
Range	Selectable 5, 10, 30, 100, 300, 1000 PSIG
Accuracy	over the calibrated temperature range including zero and span setting and the effects of non-linearity, hysteresis and repeatability:
Cable	0.25% FS Vented Polyurethane 0.225" diameter [5.715 mm]
Pressure Over Range	2x full scale with negligible calibration change 4x containment pressure up to 2900 psi max
<b>Physical</b>	
Pressure fitting	1/4" NPT female
Environmental	Submersible to NEMA 6P (IP68)
Sensor Length	4.5" [114 mm]
Sensor Diameter (max)	1.0" [25.5 mm]
Sensor Body Material	316 stainless steel
Cable Weight	0.027 lbs./ft

### ENCLOSURE DIMENSIONS



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# Telog IFM-32 DIGITAL INSERTION FLOWMETER

## APPLICATIONS

The Telog IFM-32 flowmeter is an easily deployed and cost effective flowmeter providing highly accurate, bi-directional flow measurement for water distribution and raw water pipelines.

The IFM-32 is an insertion flowmeter, enabling retrofit in existing networks without service interruption and available in various lengths for permanent or portable applications.

Combined with a Telog Ru-32A series RTU, the Telog IFM-32 enables monitoring of flows, pressures, pumps, valves and pressure transients in a single battery operated solution. All data captured is available for visualization, reporting and analysis in Trimble Unity Remote Monitoring, Telog Enterprise and Telogers for Windows application software for all water analysis applications.

The Telog IFM-32 can be used throughout the water distribution network:

- ▶ District and Zonal Metering
- ▶ Pressure Reducing Valves
- ▶ Pumping stations, water pipes
- ▶ Night flow monitoring and meter testing

## DESCRIPTION

The Telog IFM-32 insertion flowmeter consists of:

### The electromagnetic sensor

The sensor contains the electromagnetic coil and stainless steel electrodes. All materials in contact with the water are approved and certified for use in drinking water. The sensor assembly is securely fixed to the stem, but can be replaced should damage occur during installation or handling.

### Integral processing electronics (transmitter)

All flow processing electronics are contained within the IP68 housing fixed to the top of the stem. The IFM-32 has a wide, bi-directional measurement range from 0.066 ft/s to 16.40 ft/s (2 cm/s to 5 m/s) and its accuracy of  $\pm 0.0066$  ft/s ( $\pm 2$  mm/s) at flows up to 0.33 ft/s (10 cm/s) enables precise Minimum Night Flow monitoring (MNF).

### Gland assembly and stem

Every unit comes with gland assembly, pressure measurement port, reinforced stem with an anti-ejection chain, locking nut and insertion point clamp to ensure correct and safe installation in pressurised water networks. Communication and optional external power input is via a single watertight military specification connector.

## WATER MONITORING SOLUTIONS

- ▶ Velocity measurement as low as 0.066 ft/s (2 cm/s)
- ▶ Accuracy up to  $\pm 0.0066$  ft/s (2 mm/s)
- ▶ Ease of installation with no interruption to supply
- ▶ IP 68 – Robust for underground deployment
- ▶ Works on pipe diameters from 2.75" to 80"

## BENEFITS

- ▶ Low velocity monitoring
- ▶ Measurement accuracy
- ▶ No interruption to supply
- ▶ Velocity profiling for improved accuracy
- ▶ Battery life up to 3 years
- ▶ Large range of pipe diameters
- ▶ Sanitary Conformity Certification
- ▶ Waterproof - IP68
- ▶ Digital sensor – accurate flow readings



TRANSFORMING THE WAY THE WORLD WORKS



## DATASHEET

# Telog IFM-32 DIGITAL INSERTION FLOWMETER

### DEPLOYMENT MODES

- Tellog IFM-32 with Ru-32mA for flow only monitoring.
- Tellog IFM-32 with Ru-32mA for:
  - Flow monitoring
  - Pressure Monitoring (x2) (e.g. upstream and downstream of PRV).
  - Optional inputs for monitoring of valve positions, pump runtimes and current loops (e.g. Water Quality monitoring).
- Tellog IFM-32 with Ru-32mA for:
  - Flow monitoring
  - Pressure Monitoring (x2) (e.g. upstream and downstream of PRV).
  - Pressure Transient monitoring (x2) at each of the pressure monitors.
  - Optional inputs for monitoring of valve positions, pump runtimes and current loops (e.g. Water Quality monitoring).
- All above configurations equipped with 4G LTE modem for efficient and timely remote data transfer and near real time alarms in the event of problems.

### TECHNICAL SPECIFICATIONS

#### Physical characteristics

- Measurement range: Bidirectional from 0.06 ft/s to 16.40 ft/s (0.02 m/s to 5 m/s) limited only by the stability of the probe in the flow. Fluid conductivity needs to be a minimum of 20 µS/cm.
- Accuracy: Point velocity: in average or smoothed flow:  $\pm 2\%$  if  $V > 0.33$  ft/s (10 cm/s) and  $\pm 0.0066$  ft/s ( $\pm 2$  mm/s) of reading value for  $V < 0.33$  ft/s (10 cm/s). Average velocity and volume: refer to the standard ISO 7145-1982.
- Units: Selectable: ft/s, USGal, MegaUSGal, KiloUSGal, ImpGal, MegalimpGal, mm, meters, feet, litres, Megalitre, m3, seconds, minutes, hours, days, KiloUSGal, KiloFt3, KiloM3.
- Power supply: Internal lithium batteries as standard (+ External additional battery pack in option) - AC-DC external power supply in option.
- Sensor: Information Calibration, serial N°, date of factory calibration, files historical, settings and user notes.
- Calibration: Factory calibration against traceable standards.
- Connector: IP68/NEMA 6 Watertight 10 way mil-spec connector during 72 hours.
- Temperature range: Electronics -4°F to 140°F (-20°C to +60°C); Insertion element: non frozen water up to 340°F (+60°C).
- Max Pressure: 290 PSI (20 bars). Integral 3/4" BSP quick fit pressure connector.
- Installation: Connection on a 1" hot tap 1" NPT (BSP 25 mm available as an option).
- Security: Safety chain.

- Insertion lengths: Standard size 11.81" (300 mm), 18.69" (500 mm), 27.56" (700 mm) and 39.37" (1000 mm) Mini size 7.87" (200 mm).
- Dimensions: Standard size Sensor diameter 0.87" (22 mm), stem diameter 0.75" (19 mm), head diameter 4.17" x 3.15" (106 x 80 mm) Mini size Sensor diameter 0.6" (15 mm), stem diameter 0.48" (12.3 mm), head diameter 4.17" x 3.15" (106 x 80 mm).
- Weight: <7.7 lb (<3.5 kg).
- Construction: All materials in contact with the water are ACS, NSF/ANSI 61 & WRAS approved.
- Insertion components: Stainless Steel 316, PVC NSF/ANSI 61 approved, ACS approved.
- External components: Stainless Steel 316, Bronze C2121- Probe head: Strengthened ABS.
- Ingress Rating IP 68/ NEMA6 immersed in 32.81" (30 meters) of water for 72 hours (with connectors secured).
- Warranty: 12 months.

#### Outputs configuration

- Encoder (AMI): Protocol Sensus U1203 (R20) encoder output protocol, fixed or variable format. Data - Fixed format: totalized net volume or totalized positive volume or totalized negative volume. - Variable format: serial number, totalized net volume, totalized positive volume, totalized negative volume and instantaneous flow rate.
- Battery life Up to 3 years of battery life for 1 measurement/minute. Optional external battery pack to increase battery life.
- Recording Telemetry Unity - The IFM-32 is used with Ru-32mA RTU.

#### Support Software

- Trimble Unity Remote Monitoring
- Tellogers for Windows® version 6.60 or later
- Enterprise version 6.60 or later

#### Accessories

- The following accessories are available for the IFM-32.
- Gauge Internal pipe measuring gauges available for measuring internal pipe diameter.
- Hard carry cases for IFM-32 insertion flowmeters for safe transportation.
- Communications and programming cables.

For more details and specification of the Ru-32mA/Ru-32MA RTUs used with the IFM-32, please see the associated datasheets.

## Parts and Ordering information

Product Description	Product Code
Insertion Flowmeter for pipes of diameter up to 39"/1000mm	IFM-32-1000
Insertion Flowmeter for pipes of diameter up to 7"/150mm with 1" NPT fitting.	IFM-32-200
Insertion Flowmeter for pipes of diameter up to 11"/300mm with 1" NPT fitting.	IFM-32-300
Insertion Flowmeter for pipes of diameter up to 19"/500mm with 1" NPT fitting.	IFM-32-500
Insertion Flowmeter for pipes of diameter up to 27"/700mm with 1" NPT fitting.	IFM-32-700
Insertion Flowmeter for pipes of diameter greater than 39" with 1" NPT fitting.	IFM-32-Cust
IFM-32 communication cable with flying leads for connection of meter to Ru-32. Cable length 2 meters/6.6 feet.	CU-IFM-32-AMI
USB communication cable for programming an IFM-32 Insertion Meter.	CU-IFM-PROG
Pelicans waterproof case for IFM-32-200 and IFM-32-300 Insertion Flowmeters. Protects the meter while in transit.	PCASE-IFM-32-SM
Pelicans waterproof case for IFM-32-500 Insertion Flowmeters. Protects the meter while in transit. Dimensions 1060mm * 343 mm * 133mm.	PCASE-IFM-32-ME
Pelicans waterproof case for IFM-32-700 Insertion Flowmeters. Protects the meter while in transit. Dimensions 1280mm * 342 mm * 125mm.	PCASE-IFM-32-LG
Depth probe that allows assessment of actual pipe inner diameter for Insertion Flowmeters. Works for pipe diameters to 500mm/20".	IDPTH-GGE-500
Depth probe that allows assessment of actual pipe inner diameter for Insertion Flowmeters. Works for pipe diameters to 700mm/28".	IDPTH-GGE-700
Depth probe that allows assessment of actual pipe inner diameter for Insertion Flowmeters. Works for pipe diameters to 900mm/36".	IDPTH-GGE-900

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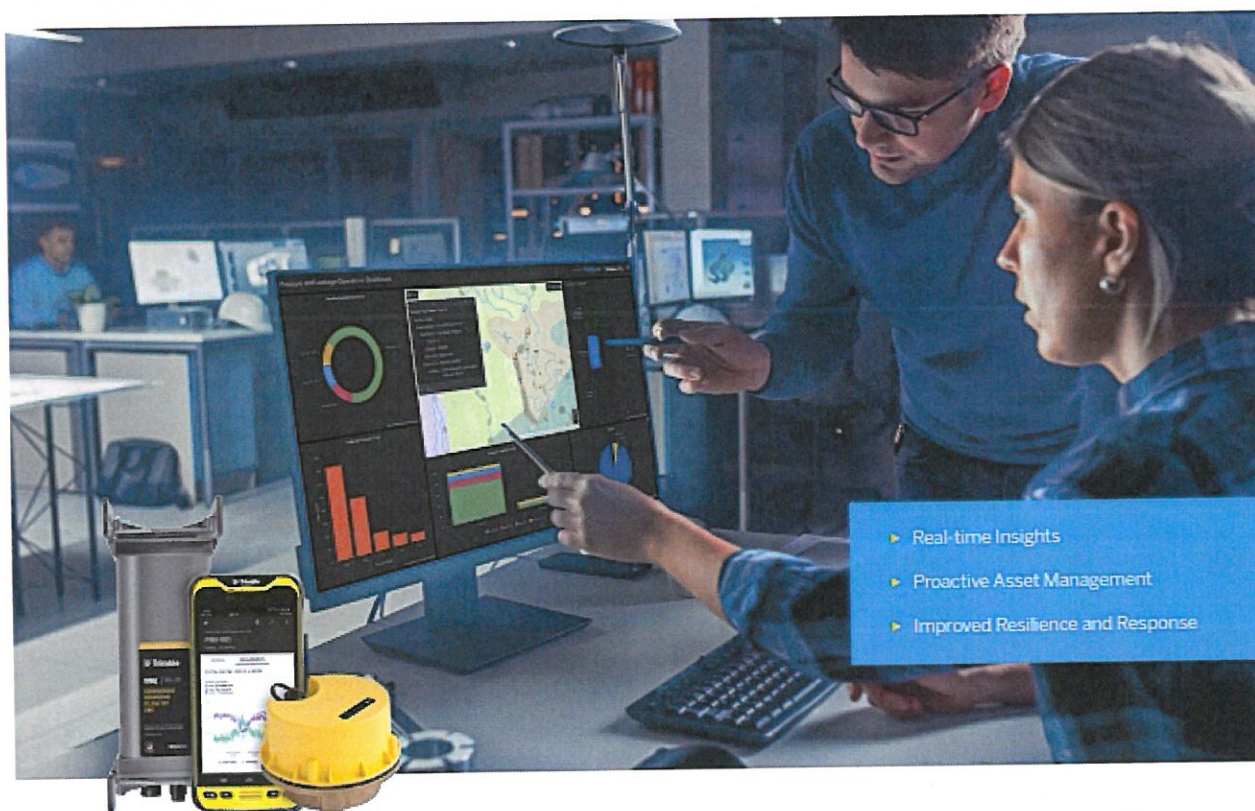




DATASHEET

# Real-time Performance. Intelligent Asset Management.

TRIMBLE UNITY AND CITYWORKS AMS – AN IoT SOLUTION



- ▶ Real-time Insights
- ▶ Proactive Asset Management
- ▶ Improved Resilience and Response

Aging water and wastewater infrastructure is a global problem. In the United States, clean water and wastewater infrastructure receive D and D+ rankings, respectively<sup>1</sup>. At a time of increased regulatory oversight and heightened consumer expectations, utilities need solutions that offer real-time authoritative data to measure asset performance; prioritize repair activities; and improve capital planning, event response and asset resilience.

## A powerful combination for real-time asset management

By combining Trimble Unity Remote Monitoring and associated Telog IoT remote monitoring solutions with the Cityworks enterprise asset management (EAM) system, utilities can make informed operational decisions and prioritize capital improvement projects.

## Benefits

- ▶ Gain real-time insights into asset performance.
- ▶ Shift your focus to proactive asset management rather than reactive repairs.
- ▶ Reduce infrastructure failures and repair costs through planned maintenance.
- ▶ Use real-time monitoring data to support business risk and probability of failure assessment.
- ▶ Develop insights to prioritize investment in high-risk areas, based on asset operational behavior.

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## Real-time Performance. Intelligent Asset Management.



TRIMBLE UNITY RM  
**Real-time Asset Performance  
& Alarming**



CITYWORKS RESPOND  
**Field Investigation & Repairs**



OPERATIONS DASHBOARD  
**Analysis & Real-time Insights**



CITYWORKS OPERATIONAL INSIGHTS  
**Risk Strategy & Prioritization**

- **Real-time Asset Performance and Alarming.** Monitor asset performance using Trimble Unity Remote Monitoring (RM) GIS-centric cloud and mobile software, integrated with the Trimble Telog family of battery-powered, wireless recorders and sensors. Trimble Unity RM offers built-in telemetry data reporting, analysis tools, and configurable alarming thresholds. These tools can be configured to manually or automatically trigger inspections and work orders in the Cityworks asset management system, empowering your organization to respond quickly and effectively.
- **Field Investigation and Repair.** Cityworks Respond and native mobile applications allow your field crews to quickly and easily complete work orders or inspections created in Trimble Unity RM. The Cityworks enterprise asset management system supports your organization as you track repair activities, conduct condition assessments, and manage the full asset lifecycle.
- **Analysis and Real-time Insights.** Esri's Operations Dashboard for ArcGIS allows you to create and share location-aware data visualizations and analytics across your organization, offering real-time situational awareness to measure and improve asset performance, reduce operation costs, and improve public health and safety.
- **Risk Strategy and Prioritization.** Cityworks Operational Insights offers built-in analytics and tools to calculate probability of failure, consequence of failure, and business risk exposure. Factors such as asset age, material, historic inspection and repair activities, and key performance indicators captured via the IoT sensors and stored in the GIS can help you prioritize asset repair activities, perform more expansive monitoring, and enrich your analysis with asset replacement cost data to support capital improvement planning.

### Monitoring Applications

- Water Pressure, Flow and Pressure Impulse
- Leakage and Non-Revenue Water
- Combined and Sanitary Sewer Overflows (CSOs & SSOs)
- Wastewater Open Channel Flow and Level
- Rainfall
- Lift and Pumping Stations

### More information available at:

- Trimble Unity and Cityworks AMS  
[trimblewater.com/unityrm-and-cityworks](http://trimblewater.com/unityrm-and-cityworks)



1. 2017 Infrastructure Report Card American Society of Civil Engineering

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## Executive Summary and Company Overview

Trimble appreciates the opportunity to partner with Erie County Water Authority (ECWA) providing our solution for Intelligent Water Solutions. Trimble has a long history of providing technology solutions to water utilities throughout the United States, including Western New York. Our proposal represents our vision of how we can support the Smart Water Initiatives described in your request for proposal including System Pressure Monitoring, Meter Data Management, Leak Detection and Asset Optimization. Described in this proposal is our recommended hardware and software platform for data collection, remote monitoring and mobility - Trimble Unity.

The Trimble Intelligent Water portfolio is 40 years in the making. Trimble was founded in 1978 as an early pioneer in the GPS industry. From our inception, water utilities were some of the earliest adopters of Trimble GPS technology. Starting with the use of rugged mobile computers and GPS devices to precisely map the horizontal and vertical location of water and wastewater assets in the field, precise location and precision data collection have been core to our growing business and becoming the market leader. At Trimble, data collection has grown from capturing high accuracy GPS coordinates to collecting large volumes of data throughout the water network which helps utilities be aware of the performance of their water network in real-time.

ECWA presently uses Telog hydrant pressure recorders coupled with Telogers for Windows software for performing accurate pressure measurements on fire hydrants. In this proposal we will recommend a solution for monitoring your system pressure based on the contents of the specification as well as two optional offerings. In addition, we are including information about a variety of other Trimble products designed to meet the broader needs of ECWA including Meter Data Management, Non-Revenue Water and Asset Optimization. Trimble is proud that all Telog hardware is manufactured, serviced and supported in New York State at our Victor, New York facility.

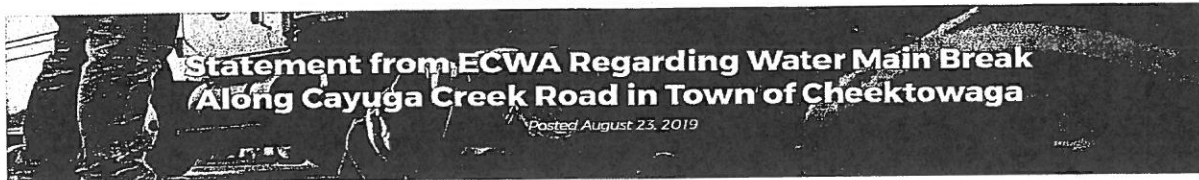
Trimble Unity is an ESRI ArcGIS-centric software platform that geospatially enables all of our remote monitoring hardware. Trimble Unity provides a level of data visualization, analysis and mobility not found elsewhere in the water industry. Trimble Unity is a highly scalable solution that allows users to configure dashboards and data views pertinent to their needs. Trimble Unity also offers an industry standard REST API for data sharing to other platforms that may be utilized by ECWA including SCADA.

Trimble acquired Cityworks in the fall of 2019. The acquisition of Cityworks has enabled Trimble to bring a unique offering to the marketplace for a full-stack of proactive Asset Management through the understanding of real-time asset performance. The Telog hardware and Trimble Unity software being recommended for this project integrate directly with Cityworks. This solution will allow ECWA to visualize real-time asset performance data throughout the utility and leverage complete Asset Management for condition assessment, alarm management, incident response and overall operations and capital planning.

Trimble is a financially stable company with a track record of consistent financial performance. Trimble is a highly profitable company and is quoted on the NASDAQ Stock exchange (TRMB) with revenues of over \$3.2Bn in 2019. As of May 2020, Trimble employs over 11,000 people from more than 60 offices located throughout the world. Trimble's Water division supports North American water utilities from offices located in Irvine California, Westminster Colorado, Dayton Ohio and Victor New York. Trimble's recent acquisition of Cityworks public asset management software has expanded Trimble Water's footprint to include additional offices in Sandy Utah, Lutz Florida, Carmel Indiana, Desoto Texas and West Bend Wisconsin.



Example of Trimble Technology Solutions  
Problem: Water Main Break



"The ECWA experienced a water main break on a 24-inch transmission main early this afternoon along Cayuga Creek Road in the Town of Cheektowaga.

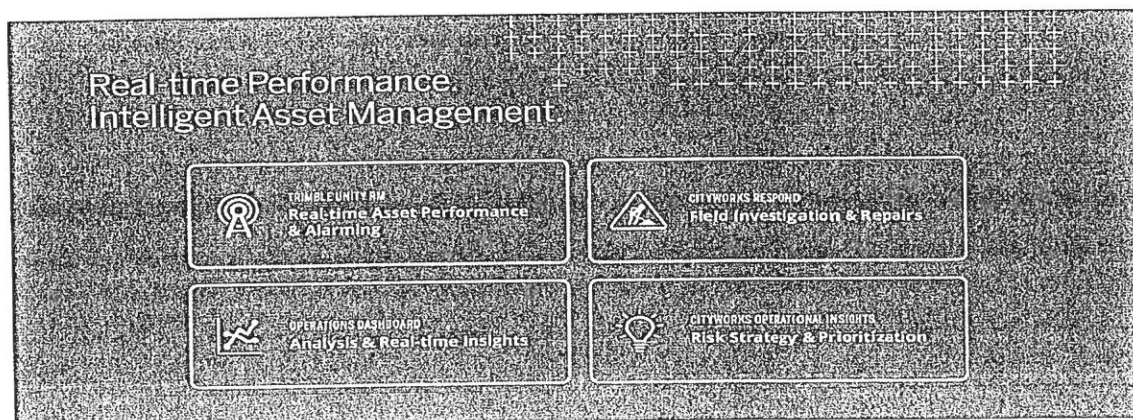
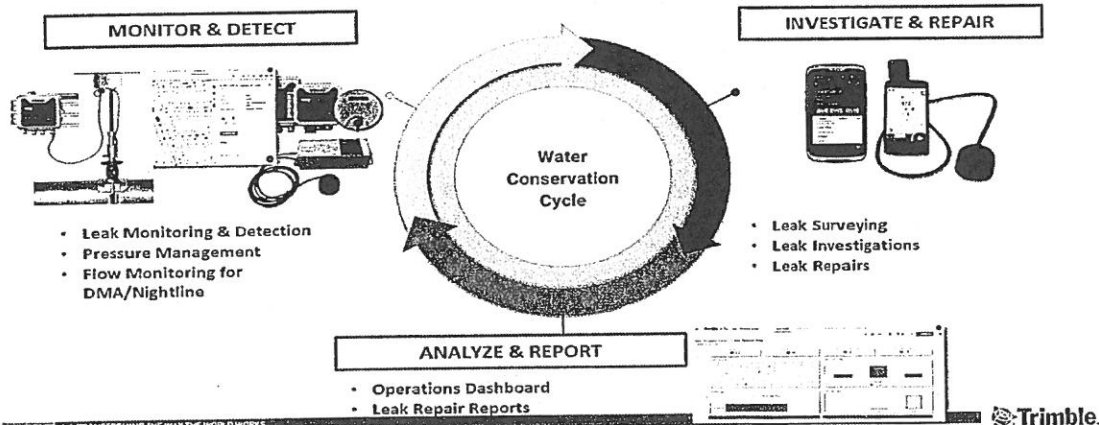
"An ECWA repair crew was dispatched to the location to begin repairs on the break. The break has been isolated and crews are actively working on the repair.

"At this time, residents of Peregrine Senior Living in Cheektowaga will be experiencing a service disruption until the transmission main is repaired and back in service. Peregrine Senior Living has been alerted of the service interruption and has informed its residents. Additional residents in the immediate area of the break may experience low or no water pressure.

"An update will be provided when new information is available."

Solution: Trimble Non-Revenue Water Technology + Cityworks Integration

Transient Pressure Monitoring + Insertion Flow Metering + Proactive Leak Detection + Cityworks Integration



# FURNISH AND DELIVER TRANSIENT PRESSURE DATA LOGGERS

PROJECT NO: 202100262

## AGREEMENT

This Agreement, effective February 23, 2022 (“Effective Date”), is by and between

**ERIE COUNTY WATER AUTHORITY**

295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

**TRIMBLE, INC.**

935 Stewart Drive  
Sunnyvale, CA 94085

hereinafter referred to as the “Supplier.”

The Authority seeks to enter into a contract with the supplier to furnish and deliver transient pressure data loggers upon the terms and conditions stated in this Agreement.

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

### ARTICLE 1 – THE PROCUREMENT

**1.01** The Supplier agrees to furnish and deliver all transient pressure data loggers at the pricing set forth in Article 4 of this Agreement. The Supplier agrees to deliver the data loggers to the Authority’s Service Center located at 3030 Union Road, Cheektowaga, New York 14227 prior to April 30, 2022.

**1.02** The Supplier shall furnish and deliver transient pressure data loggers that meet the specifications which are attached to, and incorporated in this Agreement as Appendix A.

**1.03** In response to the Authority’s Invitation to Bid, the Supplier submitted and signed Bid Documents and a Proposal, a copy of which are attached to, and incorporated in, this Agreement as the Bid Form and Bid Form Supplements (BID-1 through BID-19).

### ARTICLE 2 – COMPLIANCE

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



**2.02** The Supplier shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority's Invitation to Bid, the Contractor submitted and signed the Public Authorities Law forms, a copy of which are attached to, and incorporated in, this Agreement as BID-8 through BID-11.

**2.03** The Supplier shall comply with the provisions set forth in State Finance Law §§ 139-j and 139-k. In response to the Authority's Invitation to Bid, the Contractor signed and submitted, in accordance with the provisions set forth in the State Finance Law, Forms A, B, and C, a copy of which are attached to, and incorporated in, this Agreement as BID-12 through BID-18.

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

**2.05** The Supplier shall comply with the provisions of the Human Rights Law (Executive Law § 290, *et. seq.*) and Labor Law § 201-g of the laws of the State of New York. In response to the Authority's Invitation for Bids, the Contractor submitted and signed the Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement as BID-19.

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

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

**2.08** ***Health Screening Questionnaire:*** Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Supplier, 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 an online health screening questionnaire before entering any Authority worksite.

### **ARTICLE 3 – PRICING AND DELIVERY SCHEDULE**

**3.01** The parties agree the prices on which this Agreement is based shall be F.O.B. to the point of delivery. The Authority requires and the Supplier agrees all freight, cartage, rigging, postage or other transportation charges shall be paid by the Supplier and not charged to the Authority.



**3.02** The Supplier agrees the unit price for materials and supplies under this Agreement shall remain firm until all materials and goods are delivered. The Supplier understands no cost increase shall be charged for any reason whatsoever.

**3.03** The Supplier guarantees to the Authority the price offered for materials and supplies will be no higher than those offered to any other governmental or commercial consumer.

- A. If the Supplier has a New York State or a Federal GSA contract for any of the items covered under this Agreement or any similar items, the Supplier shall supply such items, if acceptable to the Authority, when the price for such item is no higher than the quoted price in this Agreement.
- B. If the Supplier offers any CASH discount, the Suppliers agree to invoice the Authority for a price not higher than offered under the CASH discount.

**3.04** The Supplier shall deliver all materials, supplies, equipment and incidentals as ordered by Authority's personnel. The Supplier's failure to timely delivery an order shall constitute a material breach of this Agreement for which the Authority may seek and recover damages, including attorney fees and other expenses.

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

#### **ARTICLE 4 – PAYMENT FOR MATERIALS AND SUPPLIES**

**4.01** The Supplier agrees to supply, furnish and deliver all transient pressure data loggers at the unit prices set forth below:

<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>U/M</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Transient Pressure Data Logger - Temporary Installation	5	EA	\$3,376.40	\$16,882.00
2	Transient Pressure Data Logger - Permanent Installation	11	EA	\$3,280.00	\$36,085.50
3	Annual Service Plan (for all systems)	1	LS	\$6,426.00	\$6,426.00
<b>TOTAL:</b>					\$59,393.50

**4.02** The Supplier shall be responsible for the payment of all freight, cartage, rigging, postage, or other transportation charges relating to furnishing all necessary materials. In its Bid Proposal, the Supplier submitted a proposed unit price payment for the items outlined in § 4.01 of this Article and included all freight, cartage, rigging, postage, and other transportation charges in the proposed unit price payment pursuant to the Bid Instructions. Under no circumstances will the Authority be responsible for any freight, cartage, rigging, postage, or other transportation charges related to furnishing all necessary materials to the Authority's Service Center.

**4.03** The Supplier agrees and understands that the Authority will not pay interest or late charges or refund discount amounts taken after the discount period. All materials and supplies shall be priced as of the date of invoice or delivery, whichever is lower.

## **ARTICLE 5 – GENERAL PROVISIONS**

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

**5.02 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.

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

**5.04 Indemnification:**

- A. To the fullest extent permitted by law, the Supplier 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 Supplier's performance under this Agreement and those of its subcontractors or anyone for whom the Supplier is legally liable.
- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Supplier 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.

### **5.05 Insurance:**

- A. The Supplier shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix B.
- B. The Supplier shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement.
- C. The Supplier shall provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Supplier shall 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.

**5.06 Warranty:** When applicable, the Supplier will endeavor to acquire materials with third party warranties that are assignable to the Authority. Unless otherwise stated in this Agreement, the Supplier agrees that the warranties as prescribed by the laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the laws of the State of New York. The Supplier's obligation under this section is independent of any other obligations stated in this Agreement.

**5.07 New York Law and Jurisdiction:** Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Supplier 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.

**5.08 Conflicts of Interest:** The Supplier 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 Supplier from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Supplier will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment for material and supplies already furnished by the Supplier. So long as the Supplier reports such a conflict as required by this section, the Supplier will have no further obligations under the terms of this Agreement.

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

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

**5.11 Independent Status:** Nothing contained in the Agreement shall be construed to render either the Authority or the Supplier, 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 Supplier shall remain an independent Supplier responsible for its own actions. The Supplier is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

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

**5.13 Gratuities, Illegal or Improper Schemes:**

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

Agreement or purchase order and/or exercise any other remedy available to it under existing law.

**5.14 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 6 – SEVERABILITY**

**6.01** 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 7 – EXECUTORY CLAUSE**

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

## **ARTICLE 8 - TERMINATION**

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

## **ERIE COUNTY WATER AUTHORITY**

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

## **TRIMBLE, INC.**

By \_\_\_\_\_  
Robert Flaherty, Director

STATE OF NEW YORK                    )  
COUNTY OF ERIE                    ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022, 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 2022, before me personally came Robert Flaherty, to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_ that he is the Director of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

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

**APPENDIX A**  
**BID SPECIFICATIONS**  
**FURNISH AND DELIVER TRANSIENT PRESSURE DATA LOGGERS**  
**PROJECT No. 202100262**

**SECTION 1 - SHOP DRAWING SUBMITTAL AND CORRESPONDENCE PROCEDURE**

**1.01 GENERAL**

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

**1.02 SUBMITTAL ADMINISTRATIVE REQUIREMENTS**

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

Clayton J. Johnson PE, Production Engineer  
Erie County Water Authority  
3030 Union Road  
Buffalo, New York 14227  
[cjohnson@ecwa.org](mailto:cjohnson@ecwa.org)

- B. Letter of Transmittal for Submittals:

1. Provide separate letter of transmittal with each submittal. Each submittal shall be for one Specification Section.
2. At the beginning of each letter of transmittal and each letter of inquiry, provide a reference heading indicating the following:
  - a. AUTHORITY's Name: \_\_\_\_\_
  - b. Project Name: \_\_\_\_\_
  - c. Contract No.: \_\_\_\_\_
  - d. Transmittal No.: \_\_\_\_\_
  - e. Section No.: \_\_\_\_\_
3. For submittals with proposed deviations from requirements of the Contract Documents, the letter of transmittal shall specifically describe each proposed variation.

- C. All Shop Drawings submitted shall bear SUPPLIER's stamp of approval and signature, as evidence that submittal has been reviewed by SUPPLIER and verified as complete and in accordance with the Contract Documents. Submittals without this SUPPLIER's

stamp of approval will not be reviewed by the AUTHORITY and will be returned to the SUPPLIER.

1. SUPPLIER's stamp shall contain the following:

“Project Name: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Item/Submittal Title: \_\_\_\_\_

Specification Section: \_\_\_\_\_

Submittal No. and Review Cycle: \_\_\_\_\_

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

Approved By (for SUPPLIER): \_\_\_\_\_”

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



advise SUPPLIER when a submittal being processed must be delayed for coordination.

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

### 1.03 SUBMITTAL PROCEDURES

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

## 1.04 AUTHORITY's REVIEW

- A. Submittals not required in the Contract Documents will not be reviewed by AUTHORITY and will not be recorded in AUTHORITY's submittal log. All hardcopies of such submittals will be returned to SUPPLIER.
- B. Submittals, Results of AUTHORITY's Review: Each submittal will be given one of the following dispositions:
  - 1. Approved: Upon return of submittal marked "Approved", order, ship, or fabricate materials and equipment included in the submittal (pending OWNER's approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents.
  - 2. Approved as Corrected: Upon return of submittal marked "Approved as Corrected", order, ship, or fabricate materials and equipment included in the submittal (pending OWNER's approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, provided it is in accordance with corrections indicated.
  - 3. Approved as Corrected – Resubmit: Upon return of submittal marked "Approved as Corrected – Resubmit", order, ship, or fabricate materials and equipment included in the submittal (pending OWNER's approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, provided it is in accordance with corrections indicated. Provide to OWNER record re-submittal with all corrections made. Receipt of corrected re-submittal is required before materials or equipment covered in the submittal will be eligible for payment.
  - 4. Revise and Resubmit: Upon return of submittal marked "Revise and Resubmit", make the corrections indicated and re-submit to OWNER for approval.
  - 5. Not Approved: This disposition indicates material or equipment that cannot be approved. Upon return of submittal marked "Not Approved", repeat initial submittal procedure utilizing approvable material or equipment.

## SECTION 2 - TRANSIENT PRESSURE DATA LOGGERS

### PART 1 – GENERAL

#### 1.01 DESCRIPTION

- A. Scope:
  - 1. This Section includes the provision for all labor, materials, equipment and incidentals as shown, specified and required to furnish valves and appurtenances, complete and operational for installation by AUTHORITY.
  - 2. The SUPPLIER is responsible for delivery of the data loggers to the Authority's Service Center (3030 Union Road, Cheektowaga, NY 14227). SUPPLIER shall provide OWNER a minimum 72-hour prior notice of scheduled delivery date.

## 1.02 QUALITY ASSURANCE

### A. Manufacturer's Qualifications:

1. Manufacturer shall have a minimum of five years of experience producing substantially similar equipment and shall be able to show evidence of at least five installations in satisfactory operation for at least five years.

## 1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and handle the data loggers in accordance with the manufacturer's recommendations.

## 1.04 WARRANTY

- A. The data loggers shall be guaranteed to be free from defects in materials and workmanship for a period of two years, from the date the valves are delivered and approved.

## PART 2 PRODUCTS

### 2.01 GENERAL

- A. Procurement of transient pressure data loggers and control panels to measure and record steady state and transient water system pressures.
- B. Transient pressure transducers and monitoring system shall provide a complete and operable system to measure and record transient system pressures
- C. Scope does not include installation, setup, or programming
- D. Equipment and instrumentation provided and installed on potable water equipment is compliant with Chapter 62-550, F.A.C., and National Sanitation Foundation (NSF) 61.

### 2.02 MANUFACTURERS AND MODELS

- A. Blacoh, SurgeWave
- B. Trimble, Telog-PR32ia

## 2.03 TRANSIENT PRESSURE TRANSUDCERS

Number of Transducers	16
Pressure Range	-14.7 to 300 psig
Burst Pressure	Minimum 2x rated pressure
Pressure Port Connection	¼" NPT
Housing	316 Stainless Steel
Wetted Material	Stainless Steel
Accuracy	0.4%
Average Cable Length / each	20 ft
Ambient Temperature	-22° F to 150° F

## 2.04 TRANSIENT PRESSURE MONITORING SYSTEM

Item	Temporary Installation	Permanent Installation
Number of Transient Monitoring Systems	5	11
Enclosure	Weatherproof polycarbonate NEMA 4x or IP68 enclosure with weatherproof connectors	Weatherproof polycarbonate NEMA 4x or IP68 enclosure with weatherproof connectors
Pressure Range	-14.7 to 300 psig	-14.7 to 300 psig
Minimum Transient Read / Record Rate	100 times per second	100 times per second
Steady State Pressure Read Rate	Adjustable	Adjustable
Connectivity	Cellular GPS antenna with 15 ft cable	Cellular or Wi-Fi and Ethernet LAN GPS antenna with 15 ft cable
Minimum inputs	2 (0-5 VDC)	2 (0-5 VDC)
Power	Battery with AC Adaptor	AC with 10 ft cable
Accuracy	0.4%	0.4%
Average Cable Length / each	20 ft	40 ft
Ambient Temperature	-22° F to 150° F	-22° F to 150° F
Environmental Conditions	Submersible to NEMA 6P (IP-68)	Submersible to NEMA 6P (IP-68)
Output	Connection to SCADA	Connection to SCADA

## 2.05 REMOTE MONITORING (Annual Service Plan)

- A. Provide 1-yr. annual service plan with the ability to renew, including:
- 1) Cellular data plan
  - 2) Two-way cyber-secure communication
  - 3) Private cloud data storage
  - 4) SUPPLIER's data platform and fleet management, unlimited number of seats.
  - 5) Automatic remote device configuration and firmware updates over-the-air
  - 6) REST API and CSV Generator Agent for 3<sup>rd</sup> party software integration
  - 7) Auto email alarm threshold alerts (no limit of users)
  - 8) Auto SMS threshold alerts (no limit of users)
  - 9) Device diagnostics and battery life indicator and alerts
  - 10) Mobile phone application for iOS and Android to assist with field installation, maintenance, and out-of-band diagnostics
  - 11) Web and email customer support

**END OF SECTION**

## **APPENDIX B**

### **FURNISH AND DELIVER TRANSIENT PRESSURE DATA LOGGERS**

#### **ECWA PROJECT No. 202100262**

Insurance specs:

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). If a service or project, in the opinion of the Authority, represents an unusual or exceptional risk, the Authority may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the lifetime use of vendors "Product" and/or applicable statute of limitation. 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
- Per Project/Job Aggregate Limit Required
- Erie County Water Authority to be scheduled as an Additional Insured

**f. Cyber Liability:**

- \$1,000,000. Per Claim
- \$1,000,000. 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/07/2021

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> Marsh Risk & Insurance Services 1735 Technology Drive, Suite 790 San Jose, CA 95110	<b>CONTACT NAME:</b> Petronella Massey <b>PHONE (A/C, No, Ext):</b> 408 467 5614 <b>FAX (A/C, No):</b> 408 467 5699 <b>E-MAIL ADDRESS:</b> petronella.massey@marsh.com
CN102488216-STND-GAWUE-21-	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Federal Insurance Company <b>INSURER B:</b> American Casualty Company of Reading, PA <b>INSURER C:</b> Lloyd's Of London <b>INSURER D:</b> N/A <b>INSURER E:</b> Transportation Insurance Co <b>INSURER F:</b>
<b>INSURED</b> Trimble Inc. Azteca Systems, LLC 11075 South State #24 Sandy, UT 84070	<b>NAIC #</b> 20281 20427 N/A 20494

## COVERAGES

CERTIFICATE NUMBER:

SEA-003648570-09

REVISION NUMBER: 16

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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35323540	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73257020	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 COMP/COLL DED \$ 1,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			79724719	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<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 N	N/A	WC7 11636746 (AOS): Ded: \$250K WC7 11636763 (CA) WC7 11892854 (RETRO) GAP7011892868 (STOP GAP)	12/01/2021 12/01/2021 12/01/2021 12/01/2021	12/01/2022 12/01/2022 12/01/2022 12/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology Errors & Omissions			W101C7211601	12/01/2021	12/01/2022	Limit \$ 5,000,000 Retention \$ 2,500,000

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

Erie County Water Authority is included as additional insured where required by written contract with respect to general liability and auto liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

APPROVED/MJM

## CERTIFICATE HOLDER

## CANCELLATION

Erie County Water Authority 295 Main St., Rm. 350 Buffalo, NY 14203	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  <i>Marsh Risk &amp; Insurance Services</i>
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## CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b>  TRIMBLE INC 935 Stewart Drive Sunnyvale, CA 94085  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	<b>1b. Business Telephone Number of Insured</b>  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  46-070291  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b>  94-2802192
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  The New York State Office of General Services Procurement Services Empire State Plaza, Corning Tower, 38th Floor Albany, NY 12242	<b>3a. Name of Insurance Carrier</b>  American Casualty Company of Reading, PA  <b>3b. Policy Number of Entity Listed in Box "1a"</b>  WC 711636746  <b>3c. Policy effective period</b>  12/01/2021 to 12/01/2022  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

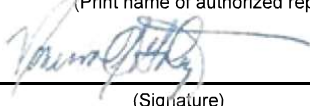
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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: Vanessa Santiago  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  01/28/2022  
(Signature) (Date)

Title: Policy Support Assistant

Telephone Number of authorized representative or licensed agent of insurance carrier: (407) 804 - 6015

**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)  <b>AZTECA SYSTEMS LLC</b>  <b>357 ASHLAND AVENUE</b>  <b>BUFFALO, NY 14222</b></p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p>	<p>1b. Business Telephone Number of Insured  <b>8015232751</b></p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number  <b>81-3915483</b></p>
<p>2. Name and Address of Entity Requesting Proof of Coverage  <small>(Entity Being Listed as the Certificate Holder)</small>  <b>Erie County Water Authority</b>  <b>3030 Union Road</b>  <b>Cheektowaga, NY 14227</b></p>	<p>3a. Name of Insurance Carrier  <b>Standard Security Life Insurance Company of New York</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"  <b>D89325-000</b></p> <p>3c. Policy effective period  <b>9/30/2016</b> to <b>10/5/2022</b></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 10/6/2021 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

**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.**



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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 Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits 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 NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### §220. Subd. 8

(a) 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 employment as defined in this article, 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 the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. 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 disability benefits to any such employee if so employed.

(b) 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 employment as defined in this article and 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 the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.