

# Erie County Water Authority

## Final Payment Application

### **CHECK LIST: Items to Accompany Final Payment Application**

- 1. Blue Authorization Form
- 2. Statement by Consultant, if applicable, certifying that all work was performed in general conformance to plans and specifications and recommend that Final Payment be made. If no Consultant, ECWA Engineering should recommend the Final Payment be made.
- 3. Final Payment Application. The Amount Certified for Final Payment must be written on the Blue Authorization Form.

### **Insurance & Bond Requirements**

- 4. Evidence that Insurance is in effect for two years. This is usually evident on the Certificates of Insurance that are issued.
- 5. Certification that Performance Bond is in effect for two years and Payment Bond is in effect for one year.

### **Release & AIA Forms**

- 6. Form 507 Release by Corporation
- 7. AIA G706, Contractor's Affidavit of Payment of Debts and Claims
- 8. AIA G706A, Contractor's Affidavit of Release of Liens
- 9. AIA G707, Consent of Surety to Final Payment

### **EEO Requirements**

- 10. M/WBE Utilization Report – Part D
- 11. Final Certified Payrolls

### **DISTRIBUTION:**

#### To Accounts Payable

- After the Final Payment Application has been approved by the ECWA Board of Commissioners, a PDF copy can be emailed to [accountspayable@ECWA.org](mailto:accountspayable@ECWA.org)

#### To ECWA Engineering

- A hard copy of the entire Final Payment Application should be placed in the files.
- A PDF copy of the Final Payment Application should be saved to the appropriate project folder on the network.

#### EEO:

- M/WBE Part D
- Certified Payrolls

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

Contract: 16-26-12 Project No.: 201500175  
Project Description: Sturgeon Point Raw Water Pump Station Improvements

**Item Description:**

|  |  |   |                                       |
|--|--|---|---------------------------------------|
| <input type="checkbox"/> Agreement                                       | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment          | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD   | <input type="checkbox"/> NYSDOT Agreement              | <input type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum     |
| <input type="checkbox"/> Recommendation for Award of Contract            | <input type="checkbox"/> Recommendation to Reject Bids |   |                                       |
| <input type="checkbox"/> Request for Proposals                           |  |   |                                       |
| <input checked="" type="checkbox"/> Other <u>Pay App #18 &amp; FINAL</u> |  |   |                                       |

**Action Requested:**

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

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

|  |                           |                     |
|--|---------------------------|---------------------|
| <input checked="" type="checkbox"/> Department Head    | <u>Leonard F. Kowalik</u> | Date: <u>3-6-19</u> |
| <input checked="" type="checkbox"/> Risk Manager       | _____                     | Date: _____         |
| <input type="checkbox"/> Director of Administration    | _____                     | Date: _____         |
| <input checked="" type="checkbox"/> Executive Engineer | <u>Russell J. Stoll</u>   | Date: <u>3/6/19</u> |

**APPROVED AS TO FORM:**

|   |       |             |
|---|-------|-------------|
| <input checked="" type="checkbox"/> Legal | _____ | Date: _____ |
|---|-------|-------------|

**APPROVED FOR BOARD RESOLUTION:**

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

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

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

JAN22 2019 11:06



January 17, 2019

Leonard F. Kowalski, P.E.  
Director of Engineering  
Erie County Water Authority  
3030 Union Road  
Cheektowaga, NY 14227

Re: Contract NC-34  
Sturgeon Point Raw Water Pump Station Improvements  
ECWA Project No. 201500175  
File No. 15J1-0035

Dear Mr. Kowalski:

Enclosed please find two (2) copies of the Final Payment Application, as submitted by STC Construction, Inc. for work completed on the referenced project. This payment application includes payment for the work completed, and release of the retention for the contract. Attached to this letter is one (1) original and two (2) copies of each document, as follows:

- Surety Bond Letter for Warranty Period
- Form 507 Release-General (by Corporation)
- AIA Document G706 – Contractor's Affidavit of Payment of Debts and Claims
- AIA Document G706A – Contractor's Affidavit of Release of Liens
- AIA Document G707 – Consent of Surety to Final Payment

Nussbaumer & Clarke, Inc. has reviewed this payment application and recommends payment by the Erie County Water Authority to STC Construction, Inc. in the amount of \$74,810.94.

Note we have sent copies of Final Certified Payroll Forms as well as the original Minority Business Enterprise Utilization Report-Part D, signed by the contractor to Lavonya Lester.

If you should have any questions or require additional information regarding this matter, please do not hesitate to contact us.

Sincerely,

NUSSBAUMER & CLARKE, INC.



Karl W. Rohde, P.E.  
Corporate Associate

MAC/KWR/c  
Attachment

c: Norris Poleon, STC Construction, Inc.  
File

December 5, 2018



Norris Poleon  
STC Construction, Inc.  
63 Zoar Valley Road  
P.O. Box 459  
Springville, NY 14141

Re: Contract NC-34  
Sturgeon Point Raw Water Pump Station Improvements  
ECWA Project No. 201500175  
File No. 15J1-0035

Dear Mr. Poleon,

Please be advised that all work on the above referenced project has been completed in general conformance with the requirements of the Contract Documents. The final contract value is \$3,740,547.00 of which \$3,567,244.10 in payments have been previously made to you. The balance due is \$173,302.90, which is for final work completed and release of retention monies previously withheld.

*\$3,665,736.06 Total amount paid by ECWA. LFK 3-4-19*

*\$74,810.94 Retention on hand. LFK 3-4-19*

Please provide three copies of final payment application #17 in the amount of \$173,302.90 for processing. Please note that we also request the following:

1. Evidence the surety bond remains in effect throughout the warranty period. This shall be on the surety's or surety agent's letterhead. This is in accordance with Article 5.01 of the General Conditions, modified by 5.01A of the Supplementary Conditions, which states "The Payment Bond shall remain in effect for one year and the Performance Bond shall remain in effect for two years after the date when final payment becomes due." The bond shall be in the amount of \$3,740,547.00.

The surety or surety agent shall include the following statement in their letter:

*Be advised that, in accordance with Article 5.01 of the General Conditions, modified by 5.01A of the Supplementary Conditions, the performance bond for the above captioned project will remain in full force and effect for two (2) years after the date of final acceptance and the payment bond will remain in effect for one (1) year after the date of final acceptance.*

2. As required per the Contract Documents, please furnish the following:
  - a. A general release (copy attached for your use, Form 507).



- b. Evidence that all payrolls, amounts due to sub-contractors, etc. have been paid. Utilize AIA Form G706.

The following statement shall be included on the AIA Form G706:

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

- c. A statement that all bills for labor and materials have been paid. Utilize AIA Form G706A.

The following statement shall be included on the AIA Form G706A:


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

- d. Consent of Surety to Final Payment. Utilize AIA Form G707.
- e. Copies of certified payrolls.
- f. Part D of the MWBE.

Upon receipt of all the above documentation, we will process the final payment application. If you have any questions, please do not hesitate to call.

Sincerely,

NUSSBAUMER & CLARKE, INC.



Karl Rohde, P.E.  
Corporate Associate

Attachment

- c: L. Kowalski (ECWA)  
M. Chirico (Nussbaumer)

**AIA DOCUMENT G702/Cma**

**TO OWNER:** Erie County Water Authority  
 295 Main Street  
 Rm 350  
 Buffalo, NY 14203-2494

**PROJECT:** NC-34 Sturgeon Point Raw Water PS  
 Project No. 201500175  
**APPLICATION NO.** 18  
**PERIOD TO :** 12/31/18  
**STC PROJECT NO.** 1618  
**DISTRIBUTION TO:** OWNER  
 CONSTRUCTION  
 MANAGER

**FROM CONTRACTOR:** STC Construction, Inc.  
 P.O. Box 459, 63 Zoar Valley Road  
 Springville, New York 14141

**ENGINEER:** Nussbaumer & Clarke, Inc.  
 3556 Lakeshore Road  
 Buffalo, NY 14219

**CONTRACT DATE:** 12/20/16  
 ARCHITECT  
 CONTRACTOR

**CONTRACT FOR:** General Construction  
**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

This undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM \$ 3,512,506.00
- 2. Net Change By Change Orders \$ 228,041.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 3,740,547.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 3,740,547.00
- 5. RETAINAGE
  - a. 0% of Completed Work (Column D + E on G703) \$ -
  - b. 0% of Stored Material (Column F on G703) \$ -
- Total Retainage (Line 5a & 5b or Total in Column 1 of G703) \$ -

- 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 3,740,547.00
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 3,665,736.06
- 8. CURRENT PAYMENT DUE \$ 74,810.94

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ -

| CHANGE ORDER SUMMARY                              | ADDITIONS           | DEDUCTIONS |
|---|---------------------|------------|
| Total changes approved in previous month by Owner | \$139,914.00        | 0          |
| Total approved this Month                         | \$88,127.00         | 0          |
| <b>TOTALS:</b>                                    | <b>\$228,041.00</b> | <b>0</b>   |
| <b>NET CHANGES by Change Order</b>                | <b>\$228,041.00</b> | <b>0</b>   |

**CONTRACTOR:** STC Construction, Inc

**By:**   
 Norris Poleon, Project Manager

**Date:** 12/17/2018

**State of:** New York  
**County of:** Erie  
 Subscribed and sworn to before me this 17th day of December 2018

TAMAPA L COLLINS  
 Notary Public, State of New York  
 01CO6259368

Qualified in Erie County   
 My Commission Expires April 9, 2020

My Commission expires:

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$ 74,810.94

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the Amount Certified)

**CONSTRUCTION MANAGER:** 

**Date:** 12/19/2018

**ENGINEER:** 

**Date:**

**By:** This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

AIA DOCUMENT G703

SHEET 1

AIA document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.  
 In tabulations below, amounts are state to the nearest dollar.  
 Used Column I on Contracts where variable retainage for line items may apply.

NC-34 Sturgeon Point Raw Water PS  
 Project No. 201500175

APPLICATION NO.: 18  
 APPLICATION DATE: 12/05/18  
 PERIOD TO: 12/31/18  
 STC PROJECT NO. 1618

| A<br>BID ITEM NO. | B<br>DESCRIPTION OF WORK                       | C<br>SCHEDULED VALUE   |                        | D<br>WORK COMPLETED FROM PREVIOUS APPLICATION (D+E) |             | E<br>THIS PERIOD |             | F<br>MATERIALS PRESENTLY STORED (NOT IN D+E) | G<br>TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H<br>BALANCE TO FINISH (C-G) | I<br>RETAINAGE (IF VARIABLE RATE) 0% |
|-------------------|--|------------------------|------------------------|---|-------------|------------------|-------------|--|---|------------------------------|--------------------------------------|
|                   |  |                        |                        |   |             |                  |             |  |   |                              |                                      |
| 1                 | <b>BASE BID</b>                                |                        |                        |   |             |                  |             |  |   |                              |                                      |
|                   | <b>Bonds &amp; Insurance</b>                   | \$ 62,606.00           | \$ 62,606.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 62,606.00                                    | \$ -                         | 100.00%                              |
|                   | <b>Mobilization &amp; Temp Facilities</b>      | \$ 89,800.00           | \$ 89,800.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 89,800.00                                    | \$ -                         | 100.00%                              |
|                   | <b>Closeout (as-builts, reports, O&amp;Ms)</b> | \$ 10,000.00           | \$ 10,000.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 10,000.00                                    | \$ -                         | 100.00%                              |
|                   | <b>42" Water Main</b>                          | \$ 125,200.00          | \$ 125,200.00          | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 125,200.00                                   | \$ -                         | 100.00%                              |
|                   | <b>Building &amp; Site Work</b>                |                        |                        |   |             |                  |             |  |   |                              |                                      |
|                   | Building Abatement Work                        | \$ 31,700.00           | \$ 31,700.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 31,700.00                                    | \$ -                         | 100.00%                              |
|                   | Excavation & Support Piles                     | \$ 25,300.00           | \$ 25,300.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 25,300.00                                    | \$ -                         | 100.00%                              |
|                   | Concrete Grade Beams & Slab                    | \$ 49,600.00           | \$ 49,600.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 49,600.00                                    | \$ -                         | 100.00%                              |
|                   | Remove Existing Panel Wall                     | \$ 5,900.00            | \$ 5,900.00            | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 5,900.00                                     | \$ -                         | 100.00%                              |
|                   | New Masonry Walls                              | \$ 84,300.00           | \$ 84,300.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 84,300.00                                    | \$ -                         | 100.00%                              |
|                   | Remove Existing Roof & Deck                    | \$ 32,000.00           | \$ 32,000.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 32,000.00                                    | \$ -                         | 100.00%                              |
|                   | New Structural Steel & Deck                    | \$ 80,100.00           | \$ 80,100.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 80,100.00                                    | \$ -                         | 100.00%                              |
|                   | New Roofing & Hatches                          | \$ 85,900.00           | \$ 85,900.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 85,900.00                                    | \$ -                         | 100.00%                              |
|                   | Roof Drain Work                                | \$ 3,300.00            | \$ 3,300.00            | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 3,300.00                                     | \$ -                         | 100.00%                              |
|                   | New Man Doors & Aluminum Entrance              | \$ 16,200.00           | \$ 16,200.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 16,200.00                                    | \$ -                         | 100.00%                              |
|                   | New Overhead Doors                             | \$ 21,300.00           | \$ 21,300.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 21,300.00                                    | \$ -                         | 100.00%                              |
|                   | Screen Room Painting                           | \$ 14,500.00           | \$ 14,500.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 14,500.00                                    | \$ -                         | 100.00%                              |
|                   | Remove Existing & Install New Bridge Crane     | \$ 140,200.00          | \$ 140,200.00          | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 140,200.00                                   | \$ -                         | 100.00%                              |
|                   | Existing Masonry Joint & Brick Work            | \$ 47,200.00           | \$ 47,200.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 47,200.00                                    | \$ -                         | 100.00%                              |
|                   | Lintel Replacement & New Glass Block           | \$ 5,200.00            | \$ 5,200.00            | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 5,200.00                                     | \$ -                         | 100.00%                              |
|                   | Reconstruct Concrete / Grating Supports        | \$ 3,500.00            | \$ 3,500.00            | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 3,500.00                                     | \$ -                         | 100.00%                              |
|                   | Install New FRP Grating                        | \$ 5,500.00            | \$ 5,500.00            | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 5,500.00                                     | \$ -                         | 100.00%                              |
|                   | New Exhaust Fans, Louvers & Unit Heaters       | \$ 46,000.00           | \$ 46,000.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 46,000.00                                    | \$ -                         | 100.00%                              |
|                   | Sump Pump, Tank & 2" Piping                    | \$ 5,800.00            | \$ 5,800.00            | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 5,800.00                                     | \$ -                         | 100.00%                              |
|                   | New Floor Drains & Sanitary Piping             | \$ 3,900.00            | \$ 3,900.00            | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 3,900.00                                     | \$ -                         | 100.00%                              |
|                   | Repairs to Existing Concrete Surfaces          | \$ 40,100.00           | \$ 40,100.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 40,100.00                                    | \$ -                         | 100.00%                              |
|                   | Asphalt Paving                                 | \$ 20,000.00           | \$ 20,000.00           | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 20,000.00                                    | \$ -                         | 100.00%                              |
|                   | Final Restoration                              | \$ 3,200.00            | \$ 3,200.00            | \$ -  | \$ -        | \$ -             | \$ -        | \$ -   | \$ 3,200.00                                     | \$ -                         | 100.00%                              |
|                   | <b>SHEET 1 TOTAL</b>                           | <b>\$ 1,058,306.00</b> | <b>\$ 1,058,306.00</b> | <b>\$ -</b>   | <b>\$ -</b> | <b>\$ -</b>      | <b>\$ -</b> | <b>\$ -</b>                                  | <b>\$ 1,058,306.00</b>                          | <b>\$ -</b>                  | <b>100.00%</b>                       |
|                   | <b>SHEET 2 TOTAL</b>                           | <b>\$ 877,600.00</b>   | <b>\$ 877,600.00</b>   | <b>\$ -</b>   | <b>\$ -</b> | <b>\$ -</b>      | <b>\$ -</b> | <b>\$ -</b>                                  | <b>\$ 877,600.00</b>                            | <b>\$ -</b>                  | <b>100.00%</b>                       |
|                   | <b>SHEET 3 TOTAL</b>                           | <b>\$ 1,226,600.00</b> | <b>\$ 1,226,600.00</b> | <b>\$ -</b>   | <b>\$ -</b> | <b>\$ -</b>      | <b>\$ -</b> | <b>\$ -</b>                                  | <b>\$ 1,226,600.00</b>                          | <b>\$ -</b>                  | <b>100.00%</b>                       |
|                   | <b>SHEET 4 TOTAL</b>                           | <b>\$ 309,434.00</b>   | <b>\$ 309,434.00</b>   | <b>\$ -</b>   | <b>\$ -</b> | <b>\$ -</b>      | <b>\$ -</b> | <b>\$ -</b>                                  | <b>\$ 309,434.00</b>                            | <b>\$ -</b>                  | <b>100.00%</b>                       |
|                   | <b>SHEET 5 TOTAL</b>                           | <b>\$ 268,607.00</b>   | <b>\$ 268,607.00</b>   | <b>\$ -</b>   | <b>\$ -</b> | <b>\$ -</b>      | <b>\$ -</b> | <b>\$ -</b>                                  | <b>\$ 268,607.00</b>                            | <b>\$ -</b>                  | <b>100.00%</b>                       |
|                   | <b>PROJECT TOTAL</b>                           | <b>\$ 3,740,547.00</b> | <b>\$ 3,740,547.00</b> | <b>\$ -</b>   | <b>\$ -</b> | <b>\$ -</b>      | <b>\$ -</b> | <b>\$ -</b>                                  | <b>\$ 3,740,547.00</b>                          | <b>\$ -</b>                  | <b>100.00%</b>                       |

**CONTINUATION SHEET**

AIA DOCUMENT G703

SHEET 2

AIA document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Used Column I on Contracts where variable retainage for line items may apply.

NC-34 Sturgeon Point Raw Water PS  
Project No. 201500175

APPLICATION NO.: 18  
APPLICATION DATE: 12/05/18  
PERIOD TO: 12/31/18  
STC PROJECT NO. 1618

| A<br>BID ITEM NO. | B<br>DESCRIPTION OF WORK              | C<br>SCHEDULED VALUE |                 | D<br>WORK COMPLETED FROM PREVIOUS APPLICATION (D+E) |      | E<br>THIS PERIOD |      | F<br>MATERIALS STORED (NOT IN D+E) | G<br>TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H<br>BALANCE TO FINISH (C-G) | I<br>RETAINAGE (IF VARIABLE RATE) 0% |
|-------------------|---------------------------------------|----------------------|-----------------|---|------|------------------|------|------------------------------------|---|------------------------------|--------------------------------------|
|                   |                                       |                      |                 |   |      |                  |      |                                    |   |                              |                                      |
|                   | <b>Sluice Gates</b>                   |                      |                 |   |      |                  |      |                                    |   |                              |                                      |
|                   | Sluice Gate Submittal Approval        | \$ 7,200.00          | \$ 7,200.00     | \$ -  | \$ - | \$ -             | \$ - | \$ 7,200.00                        | 100.00%   | \$ -                         | \$ -                                 |
|                   | Sluice Gate Inspection                | \$ 8,500.00          | \$ 8,500.00     | \$ -  | \$ - | \$ -             | \$ - | \$ 8,500.00                        | 100.00%   | \$ -                         | \$ -                                 |
|                   | Sluice Gate Delivery                  | \$ 64,800.00         | \$ 64,800.00    | \$ -  | \$ - | \$ -             | \$ - | \$ 64,800.00                       | 100.00%   | \$ -                         | \$ -                                 |
|                   | Remove & Replace Gate 1               | \$ 35,000.00         | \$ 35,000.00    | \$ -  | \$ - | \$ -             | \$ - | \$ 35,000.00                       | 100.00%   | \$ -                         | \$ -                                 |
|                   | Remove & Replace Gate 2               | \$ 35,000.00         | \$ 35,000.00    | \$ -  | \$ - | \$ -             | \$ - | \$ 35,000.00                       | 100.00%   | \$ -                         | \$ -                                 |
|                   | Remove & Replace Gate 3               | \$ 25,000.00         | \$ 25,000.00    | \$ -  | \$ - | \$ -             | \$ - | \$ 25,000.00                       | 100.00%   | \$ -                         | \$ -                                 |
|                   | Remove & Replace Gate 4               | \$ 25,000.00         | \$ 25,000.00    | \$ -  | \$ - | \$ -             | \$ - | \$ 25,000.00                       | 100.00%   | \$ -                         | \$ -                                 |
|                   | Remove & Replace Gate 5               | \$ 30,000.00         | \$ 30,000.00    | \$ -  | \$ - | \$ -             | \$ - | \$ 30,000.00                       | 100.00%   | \$ -                         | \$ -                                 |
|                   | <b>Raw Water Screens</b>              |                      |                 |   |      |                  |      |                                    |   |                              |                                      |
|                   | New Spray Water System                | \$ 42,300.00         | \$ 42,300.00    | \$ -  | \$ - | \$ -             | \$ - | \$ 42,300.00                       | 100.00%   | \$ -                         | \$ -                                 |
|                   | Screen Submittals Approval            | \$ 60,000.00         | \$ 60,000.00    | \$ -  | \$ - | \$ -             | \$ - | \$ 60,000.00                       | 100.00%   | \$ -                         | \$ -                                 |
|                   | Screens Delivery                      | \$ 377,000.00        | \$ 377,000.00   | \$ -  | \$ - | \$ -             | \$ - | \$ 377,000.00                      | 100.00%   | \$ -                         | \$ -                                 |
|                   | Remove Screen #1                      | \$ 26,200.00         | \$ 26,200.00    | \$ -  | \$ - | \$ -             | \$ - | \$ 26,200.00                       | 100.00%   | \$ -                         | \$ -                                 |
|                   | Install New Screen #1                 | \$ 39,800.00         | \$ 39,800.00    | \$ -  | \$ - | \$ -             | \$ - | \$ 39,800.00                       | 100.00%   | \$ -                         | \$ -                                 |
|                   | New Air Pipe & Diffuser               | \$ 7,000.00          | \$ 7,000.00     | \$ -  | \$ - | \$ -             | \$ - | \$ 7,000.00                        | 100.00%   | \$ -                         | \$ -                                 |
|                   | Remove Existing & Install New Ladders | \$ 5,000.00          | \$ 5,000.00     | \$ -  | \$ - | \$ -             | \$ - | \$ 5,000.00                        | 100.00%   | \$ -                         | \$ -                                 |
|                   | New Aluminum Shroud                   | \$ 3,400.00          | \$ 3,400.00     | \$ -  | \$ - | \$ -             | \$ - | \$ 3,400.00                        | 100.00%   | \$ -                         | \$ -                                 |
|                   | Screen #1 Startup                     | \$ 2,500.00          | \$ 2,500.00     | \$ -  | \$ - | \$ -             | \$ - | \$ 2,500.00                        | 100.00%   | \$ -                         | \$ -                                 |
|                   | Remove Screen #2                      | \$ 26,200.00         | \$ 26,200.00    | \$ -  | \$ - | \$ -             | \$ - | \$ 26,200.00                       | 100.00%   | \$ -                         | \$ -                                 |
|                   | Install New Screen #2                 | \$ 39,800.00         | \$ 39,800.00    | \$ -  | \$ - | \$ -             | \$ - | \$ 39,800.00                       | 100.00%   | \$ -                         | \$ -                                 |
|                   | New Air Pipe & Diffuser               | \$ 7,000.00          | \$ 7,000.00     | \$ -  | \$ - | \$ -             | \$ - | \$ 7,000.00                        | 100.00%   | \$ -                         | \$ -                                 |
|                   | Remove Existing & Install New Ladders | \$ 5,000.00          | \$ 5,000.00     | \$ -  | \$ - | \$ -             | \$ - | \$ 5,000.00                        | 100.00%   | \$ -                         | \$ -                                 |
|                   | New Aluminum Shroud                   | \$ 3,400.00          | \$ 3,400.00     | \$ -  | \$ - | \$ -             | \$ - | \$ 3,400.00                        | 100.00%   | \$ -                         | \$ -                                 |
|                   | Screen #2 Startup                     | \$ 2,500.00          | \$ 2,500.00     | \$ -  | \$ - | \$ -             | \$ - | \$ 2,500.00                        | 100.00%   | \$ -                         | \$ -                                 |
|                   |                                       |                      |                 |   |      |                  |      |                                    |   |                              |                                      |
|                   |                                       |                      |                 |   |      |                  |      |                                    |   |                              |                                      |
|                   |                                       |                      |                 |   |      |                  |      |                                    |   |                              |                                      |
|                   | <b>SHEET 1 TOTAL</b>                  | \$ 1,058,306.00      | \$ 1,058,306.00 | \$ -  | \$ - | \$ -             | \$ - | \$ 1,058,306.00                    | 100.00%   | \$ -                         | \$ -                                 |
|                   | <b>SHEET 2 TOTAL</b>                  | \$ 877,600.00        | \$ 877,600.00   | \$ -  | \$ - | \$ -             | \$ - | \$ 877,600.00                      | 100.00%   | \$ -                         | \$ -                                 |
|                   | <b>SHEET 3 TOTAL</b>                  | \$ 1,226,600.00      | \$ 1,226,600.00 | \$ -  | \$ - | \$ -             | \$ - | \$ 1,226,600.00                    | 100.00%   | \$ -                         | \$ -                                 |
|                   | <b>SHEET 4 TOTAL</b>                  | \$ 309,434.00        | \$ 309,434.00   | \$ -  | \$ - | \$ -             | \$ - | \$ 309,434.00                      | 100.00%   | \$ -                         | \$ -                                 |
|                   | <b>SHEET 5 TOTAL</b>                  | \$ 268,607.00        | \$ 268,607.00   | \$ -  | \$ - | \$ -             | \$ - | \$ 268,607.00                      | 100.00%   | \$ -                         | \$ -                                 |
|                   | <b>PROJECT TOTAL</b>                  | \$ 3,740,547.00      | \$ 3,740,547.00 | \$ -  | \$ - | \$ -             | \$ - | \$ 3,740,547.00                    | 100.00%   | \$ -                         | \$ -                                 |



**CONTINUATION SHEET**

AIA DOCUMENT G703

SHEET 3

AIA document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

NC-34 Sturgeon Point Raw Water PS  
Project No. 201500175

APPLICATION NO.: 18  
APPLICATION DATE: 12/05/18  
PERIOD TO: 12/31/18  
STC PROJECT NO. 1618

| A<br>BID ITEM NO.      | B<br>DESCRIPTION OF WORK          | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED             |             | E<br>THIS PERIOD | F<br>MATERIALS PRESENTLY STORED (NOT IN D+E) | G<br>TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H<br>BALANCE TO FINISH (C-G) | I<br>RETAINAGE (IF VARIABLE RATE) 0% |
|------------------------|-----------------------------------|----------------------|---------------------------------|-------------|------------------|--|---|------------------------------|--------------------------------------|
|                        |                                   |                      | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD |                  |  |   |                              |                                      |
| <b>Pump Discharges</b> |                                   |                      |                                 |             |                  |  |   |                              |                                      |
|                        | Pipe Coating Abatement            | \$ 60,000.00         | \$ 60,000.00                    | \$ -        | \$ -             | \$ -   | \$ 60,000.00                                    | \$ -                         | 100.00%                              |
|                        | Pump Discharge Valve Delivery     | \$ 168,000.00        | \$ 168,000.00                   | \$ -        | \$ -             | \$ -   | \$ 168,000.00                                   | \$ -                         | 100.00%                              |
|                        | Replace Pump 1 Discharge Valves   | \$ 37,000.00         | \$ 37,000.00                    | \$ -        | \$ -             | \$ -   | \$ 37,000.00                                    | \$ -                         | 100.00%                              |
|                        | Replace Pump 2 Discharge Valves   | \$ 37,000.00         | \$ 37,000.00                    | \$ -        | \$ -             | \$ -   | \$ 37,000.00                                    | \$ -                         | 100.00%                              |
|                        | Replace Pump 3 Discharge Valves   | \$ 37,000.00         | \$ 37,000.00                    | \$ -        | \$ -             | \$ -   | \$ 37,000.00                                    | \$ -                         | 100.00%                              |
|                        | Replace Pump 4 Discharge Valves   | \$ 37,000.00         | \$ 37,000.00                    | \$ -        | \$ -             | \$ -   | \$ 37,000.00                                    | \$ -                         | 100.00%                              |
|                        | Replace Pump 5 Discharge Valves   | \$ 37,000.00         | \$ 37,000.00                    | \$ -        | \$ -             | \$ -   | \$ 37,000.00                                    | \$ -                         | 100.00%                              |
|                        | Process Water Piping              | \$ 21,000.00         | \$ 21,000.00                    | \$ -        | \$ -             | \$ -   | \$ 21,000.00                                    | \$ -                         | 100.00%                              |
|                        | New Pipe Coating                  | \$ 16,500.00         | \$ 16,500.00                    | \$ -        | \$ -             | \$ -   | \$ 16,500.00                                    | \$ -                         | 100.00%                              |
| <b>Wet Well Work</b>   |                                   |                      |                                 |             |                  |  |   |                              |                                      |
|                        | West Wet Well Baffle Walls        | \$ 24,000.00         | \$ 24,000.00                    | \$ -        | \$ -             | \$ -   | \$ 24,000.00                                    | \$ -                         | 100.00%                              |
|                        | East Wet Well Baffle Walls        | \$ 24,000.00         | \$ 24,000.00                    | \$ -        | \$ -             | \$ -   | \$ 24,000.00                                    | \$ -                         | 100.00%                              |
| <b>Electrical Work</b> |                                   |                      |                                 |             |                  |  |   |                              |                                      |
|                        | Electrical Mobilization           | \$ 14,900.00         | \$ 14,900.00                    | \$ -        | \$ -             | \$ -   | \$ 14,900.00                                    | \$ -                         | 100.00%                              |
|                        | Electrical Demo Work              | \$ 25,100.00         | \$ 25,100.00                    | \$ -        | \$ -             | \$ -   | \$ 25,100.00                                    | \$ -                         | 100.00%                              |
|                        | New Conduit & Wire                | \$ 77,000.00         | \$ 77,000.00                    | \$ -        | \$ -             | \$ -   | \$ 77,000.00                                    | \$ -                         | 100.00%                              |
|                        | Electrical Fixtures               | \$ 35,600.00         | \$ 35,600.00                    | \$ -        | \$ -             | \$ -   | \$ 35,600.00                                    | \$ -                         | 100.00%                              |
|                        | Electrical Distributor / Breakers | \$ 70,400.00         | \$ 70,400.00                    | \$ -        | \$ -             | \$ -   | \$ 70,400.00                                    | \$ -                         | 100.00%                              |
|                        | New VFD Supply                    | \$ 464,100.00        | \$ 464,100.00                   | \$ -        | \$ -             | \$ -   | \$ 464,100.00                                   | \$ -                         | 100.00%                              |
|                        | Install & Startup VFD #1          | \$ 8,500.00          | \$ 8,500.00                     | \$ -        | \$ -             | \$ -   | \$ 8,500.00                                     | \$ -                         | 100.00%                              |
|                        | Install & Startup VFD #2          | \$ 8,500.00          | \$ 8,500.00                     | \$ -        | \$ -             | \$ -   | \$ 8,500.00                                     | \$ -                         | 100.00%                              |
|                        | Install & Startup VFD #3          | \$ 8,000.00          | \$ 8,000.00                     | \$ -        | \$ -             | \$ -   | \$ 8,000.00                                     | \$ -                         | 100.00%                              |
|                        | Install & Startup VFD #4          | \$ 8,000.00          | \$ 8,000.00                     | \$ -        | \$ -             | \$ -   | \$ 8,000.00                                     | \$ -                         | 100.00%                              |
|                        | Install & Startup VFD #5          | \$ 8,000.00          | \$ 8,000.00                     | \$ -        | \$ -             | \$ -   | \$ 8,000.00                                     | \$ -                         | 100.00%                              |
| <b>TOTALS</b>          |                                   |                      |                                 |             |                  |  |   |                              |                                      |
|                        | <b>SHEET 1 TOTAL</b>              | \$ 1,058,306.00      | \$ 1,058,306.00                 | \$ -        | \$ -             | \$ -   | \$ 1,058,306.00                                 | \$ -                         | 100.00%                              |
|                        | <b>SHEET 2 TOTAL</b>              | \$ 877,600.00        | \$ 877,600.00                   | \$ -        | \$ -             | \$ -   | \$ 877,600.00                                   | \$ -                         | 100.00%                              |
|                        | <b>SHEET 3 TOTAL</b>              | \$ 1,226,600.00      | \$ 1,226,600.00                 | \$ -        | \$ -             | \$ -   | \$ 1,226,600.00                                 | \$ -                         | 100.00%                              |
|                        | <b>SHEET 4 TOTAL</b>              | \$ 309,434.00        | \$ 309,434.00                   | \$ -        | \$ -             | \$ -   | \$ 309,434.00                                   | \$ -                         | 100.00%                              |
|                        | <b>SHEET 5 TOTAL</b>              | \$ 268,607.00        | \$ 268,607.00                   | \$ -        | \$ -             | \$ -   | \$ 268,607.00                                   | \$ -                         | 100.00%                              |
|                        | <b>PROJECT TOTAL</b>              | \$ 3,740,547.00      | \$ 3,740,547.00                 | \$ -        | \$ -             | \$ -   | \$ 3,740,547.00                                 | \$ -                         | 100.00%                              |

**CONTINUATION SHEET**

AIA DOCUMENT G703

SHEET 4

AIA document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Used Column 1 on Contracts where variable retainage for line items may apply.

NC-34 Sturgeon Point Raw Water PS  
Project No. 201500175

APPLICATION NO.: 18  
APPLICATION DATE: 12/05/18  
PERIOD TO: 12/31/18  
STC PROJECT NO. 1618

| A<br>BID ITEM NO. | B<br>DESCRIPTION OF WORK                                  | C<br>SCHEDULED VALUE            |                 | D<br>WORK COMPLETED |      | E<br>THIS PERIOD | F<br>MATERIALS PRESENTLY STORED (NOT IN D+E) | G<br>TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H<br>BALANCE TO FINISH (C-G) | I<br>RETAINAGE (IF VARIABLE RATE) 0% |
|-------------------|---|---------------------------------|-----------------|---------------------|------|------------------|--|---|------------------------------|--------------------------------------|
|                   |   | FROM PREVIOUS APPLICATION (D+E) |                 | THIS PERIOD         |      |                  |  |   |                              |                                      |
| <b>2</b>          | <b>Misc Contingency Allowance</b>                         |                                 |                 |                     |      |                  |  |   |                              |                                      |
| 2.1               | Roof Hatches  | \$ 6,285.00                     | \$ 6,285.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 6,285.00                                     | \$ -                         | 100.00%                              |
| 2.2               | Office Trailer  | \$ 6,648.00                     | \$ 6,648.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 6,648.00                                     | \$ -                         | 100.00%                              |
| 2.3               | Spray Water Abatement                                     | \$ 11,452.00                    | \$ 11,452.00    | \$ -                | \$ - | \$ -             | \$ -   | \$ 11,452.00                                    | \$ -                         | 100.00%                              |
| 2.4               | Transite Vent Stack Abatement                             | \$ 4,562.00                     | \$ 4,562.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 4,562.00                                     | \$ -                         | 100.00%                              |
| 2.5               | Abatement of (2) Windows                                  | \$ 3,123.00                     | \$ 3,123.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 3,123.00                                     | \$ -                         | 100.00%                              |
| 2.6               | Clarifier Recycling Line Demo & Abatement                 | \$ 8,863.00                     | \$ 8,863.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 8,863.00                                     | \$ -                         | 100.00%                              |
| 2.7               | Additional Transite Vent Stack Abatement                  | \$ 10,349.00                    | \$ 10,349.00    | \$ -                | \$ - | \$ -             | \$ -   | \$ 10,349.00                                    | \$ -                         | 100.00%                              |
| 2.8               | Arc Flash Study - MOVED TO CO-2                           |                                 |                 |                     |      |                  |  |   |                              |                                      |
| 2.9               | Rock Excavation at 42" Main                               | \$ 6,111.00                     | \$ 6,111.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 6,111.00                                     | \$ -                         | 100.00%                              |
| 2.10              | VFD Additional Features                                   | \$ 44,414.00                    | \$ 44,414.00    | \$ -                | \$ - | \$ -             | \$ -   | \$ 44,414.00                                    | \$ -                         | 100.00%                              |
| 2.11              | 4" Future Electrical Conduit                              | \$ 1,687.00                     | \$ 1,687.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 1,687.00                                     | \$ -                         | 100.00%                              |
| 2.12              | Ground/Bond Rebar at Electric Radiant Heat                | \$ 760.00                       | \$ 760.00       | \$ -                | \$ - | \$ -             | \$ -   | \$ 760.00                                       | \$ -                         | 100.00%                              |
| 2.13              | OH Crane Inspection & Repairs                             | \$ 7,316.00                     | \$ 7,316.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 7,316.00                                     | \$ -                         | 100.00%                              |
| 2.14              | Abatement of Ceiling Tiles                                | \$ 13,674.00                    | \$ 13,674.00    | \$ -                | \$ - | \$ -             | \$ -   | \$ 13,674.00                                    | \$ -                         | 100.00%                              |
| 2.15              | Electrical Outlets in Basement                            | \$ 2,263.00                     | \$ 2,263.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 2,263.00                                     | \$ -                         | 100.00%                              |
| 2.16              | Electrical Wiring Replacement                             | \$ 2,161.00                     | \$ 2,161.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 2,161.00                                     | \$ -                         | 100.00%                              |
| 2.17              | 48" Header Drains   | \$ 36,805.00                    | \$ 36,805.00    | \$ -                | \$ - | \$ -             | \$ -   | \$ 36,805.00                                    | \$ -                         | 100.00%                              |
| 2.18              | Increased size of drains to 20"                           | \$ 9,328.00                     | \$ 9,328.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 9,328.00                                     | \$ -                         | 100.00%                              |
| 2.19              | Electrical Modification (Added Transformer)               | \$ 4,963.00                     | \$ 4,963.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 4,963.00                                     | \$ -                         | 100.00%                              |
| 2.20              | Added Structural per SK-S1&2                              | \$ 4,302.00                     | \$ 4,302.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 4,302.00                                     | \$ -                         | 100.00%                              |
| 2.21              | Locate UG Utilities                                       | \$ 1,071.00                     | \$ 1,071.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 1,071.00                                     | \$ -                         | 100.00%                              |
| 2.22              | Steel Around Screen Shroud                                | \$ 4,630.00                     | \$ 4,630.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 4,630.00                                     | \$ -                         | 100.00%                              |
| 2.23              | Replacing Basement Conduit on T&M                         | \$ 20,848.00                    | \$ 20,848.00    | \$ -                | \$ - | \$ -             | \$ -   | \$ 20,848.00                                    | \$ -                         | 100.00%                              |
| 2.24              | Structural Changes per RFI-14                             | \$ 14,134.00                    | \$ 14,134.00    | \$ -                | \$ - | \$ -             | \$ -   | \$ 14,134.00                                    | \$ -                         | 100.00%                              |
| 2.25              | Solid Sleeves Addition                                    | \$ 26,708.00                    | \$ 26,708.00    | \$ -                | \$ - | \$ -             | \$ -   | \$ 26,708.00                                    | \$ -                         | 100.00%                              |
| 2.26              | 1-1/2" PVC Drains   | \$ 715.00                       | \$ 715.00       | \$ -                | \$ - | \$ -             | \$ -   | \$ 715.00                                       | \$ -                         | 100.00%                              |
| 2.27              | Glass Block Windows                                       | \$ 864.00                       | \$ 864.00       | \$ -                | \$ - | \$ -             | \$ -   | \$ 864.00                                       | \$ -                         | 100.00%                              |
| 2.28              | Upgrade Electrical Feeders                                | \$ 16,385.00                    | \$ 16,385.00    | \$ -                | \$ - | \$ -             | \$ -   | \$ 16,385.00                                    | \$ -                         | 100.00%                              |
| 2.29              | Light Fixtures  | \$ 1,666.00                     | \$ 1,666.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 1,666.00                                     | \$ -                         | 100.00%                              |
| 2.30              | Spray Water/Piping Modifications                          | \$ 1,832.00                     | \$ 1,832.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 1,832.00                                     | \$ -                         | 100.00%                              |
| 2.31              | Steel Framing for EF Openings                             | \$ 6,758.00                     | \$ 6,758.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 6,758.00                                     | \$ -                         | 100.00%                              |
| 2.32              | Electrical MH T&M   | \$ 2,890.00                     | \$ 2,890.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 2,890.00                                     | \$ -                         | 100.00%                              |
| 2.33              | West Wet-Well Concrete Removal for Ladder                 | \$ 1,577.00                     | \$ 1,577.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 1,577.00                                     | \$ -                         | 100.00%                              |
| 2.34              | Screen #1 Concrete Demo & Add'l Dowels/Concrete @ Grating | \$ 5,692.00                     | \$ 5,692.00     | \$ -                | \$ - | \$ -             | \$ -   | \$ 5,692.00                                     | \$ -                         | 100.00%                              |
| 2.35              | Lead Paint Abatement                                      | \$ 18,598.00                    | \$ 18,598.00    | \$ -                | \$ - | \$ -             | \$ -   | \$ 18,598.00                                    | \$ -                         | 100.00%                              |
|                   | <b>SHEET 1 TOTAL</b>                                      | \$ 1,058,306.00                 | \$ 1,058,306.00 | \$ -                | \$ - | \$ -             | \$ -   | \$ 1,058,306.00                                 | \$ -                         | 100.00%                              |
|                   | <b>SHEET 2 TOTAL</b>                                      | \$ 877,600.00                   | \$ 877,600.00   | \$ -                | \$ - | \$ -             | \$ -   | \$ 877,600.00                                   | \$ -                         | 100.00%                              |
|                   | <b>SHEET 3 TOTAL</b>                                      | \$ 1,226,600.00                 | \$ 1,226,600.00 | \$ -                | \$ - | \$ -             | \$ -   | \$ 1,226,600.00                                 | \$ -                         | 100.00%                              |
|                   | <b>SHEET 4 TOTAL</b>                                      | \$ 309,434.00                   | \$ 309,434.00   | \$ -                | \$ - | \$ -             | \$ -   | \$ 309,434.00                                   | \$ -                         | 100.00%                              |
|                   | <b>SHEET 5 TOTAL</b>                                      | \$ 268,607.00                   | \$ 268,607.00   | \$ -                | \$ - | \$ -             | \$ -   | \$ 268,607.00                                   | \$ -                         | 100.00%                              |
|                   | <b>PROJECT TOTAL</b>                                      | \$ 3,740,547.00                 | \$ 3,740,547.00 | \$ -                | \$ - | \$ -             | \$ -   | \$ 3,740,547.00                                 | \$ -                         | 100.00%                              |

**CONTINUATION SHEET**

AIA DOCUMENT G703

SHEET 5

AIA document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are state to the nearest dollar. Used Column I on Contracts where variable retainage for line items may apply.

NC-34 Sturgeon Point Raw Water PS  
Project No. 201500175

APPLICATION NO.: 18  
APPLICATION DATE: 12/05/18  
PERIOD TO: 12/31/18  
STC PROJECT NO. 1618

| A<br>BID ITEM NO.    | B<br>DESCRIPTION OF WORK<br><br>NC-34 Sturgeon Pt Raw Water | C<br>SCHEDULED VALUE            |                 | D<br>WORK COMPLETED             |             | E<br>THIS PERIOD | F<br>MATERIALS PRESENTLY STORED (NOT IN D+E) | G<br>TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H<br>BALANCE TO FINISH (C-G) | I<br>RETAINAGE (IF VARIABLE RATE) 0% |
|----------------------|---|---------------------------------|-----------------|---------------------------------|-------------|------------------|--|---|------------------------------|--------------------------------------|
|                      |   | FROM PREVIOUS APPLICATION (D-E) | THIS PERIOD     | FROM PREVIOUS APPLICATION (D-E) | THIS PERIOD |                  |  |   |                              |                                      |
| 2.36                 | Electrical Feeds to Sample Pumps                            | \$ 1,682.00                     | \$ 1,682.00     | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 1,682.00                                     | 100.00%                      | \$ -                                 |
| 2.37                 | Investigate & Repair Gas Leak                               | \$ 827.00                       | \$ 827.00       | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 827.00                                       | 100.00%                      | \$ -                                 |
| 2.38                 | Screen Basket Modifications/Hoist                           | \$ 12,756.00                    | \$ 12,756.00    | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 12,756.00                                    | 100.00%                      | \$ -                                 |
| 3                    | Door Access Contingency Allowance                           | \$ 22,773.00                    | \$ 22,773.00    | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 22,773.00                                    | 100.00%                      | \$ -                                 |
| 4                    | SCADA Contingency Allowance                                 | \$ 50,000.00                    | \$ 50,000.00    | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 50,000.00                                    | 100.00%                      | \$ -                                 |
| CO-02                | Change Order 2  |                                 |                 |                                 |             |                  |  |   |                              |                                      |
| CO-2.1               | Arc Flash Study   | \$ 89,914.00                    | \$ 89,914.00    | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 89,914.00                                    | 100.00%                      | \$ -                                 |
| CO-2.2               | Transfer \$27,227 to Misc. Contingency Account              | \$ 27,227.00                    | \$ 27,227.00    | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 27,227.00                                    | 100.00%                      | \$ -                                 |
| CO-2.3               | Contingency   | \$ 50,000.00                    | \$ 50,000.00    | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 50,000.00                                    | 100.00%                      | \$ -                                 |
| CO-2.4               | Applied towards Original Misc. Contingency                  | \$ (74,699.00)                  | \$ (74,699.00)  | \$ -                            | \$ -        | \$ -             | \$ -   | \$ (74,699.00)                                  | 100.00%                      | \$ -                                 |
| CO-03                | Change Order 3  |                                 |                 |                                 |             |                  |  |   |                              |                                      |
|                      |   | \$ 88,127.00                    | \$ 88,127.00    | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 88,127.00                                    | 100.00%                      | \$ -                                 |
| <b>SHEET 1 TOTAL</b> |   | \$ 1,058,306.00                 | \$ 1,058,306.00 | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 1,058,306.00                                 | 100.00%                      | \$ -                                 |
| <b>SHEET 2 TOTAL</b> |   | \$ 877,600.00                   | \$ 877,600.00   | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 877,600.00                                   | 100.00%                      | \$ -                                 |
| <b>SHEET 3 TOTAL</b> |   | \$ 1,226,600.00                 | \$ 1,226,600.00 | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 1,226,600.00                                 | 100.00%                      | \$ -                                 |
| <b>SHEET 4 TOTAL</b> |   | \$ 309,434.00                   | \$ 309,434.00   | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 309,434.00                                   | 100.00%                      | \$ -                                 |
| <b>SHEET 5 TOTAL</b> |   | \$ 268,607.00                   | \$ 268,607.00   | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 268,607.00                                   | 100.00%                      | \$ -                                 |
| <b>PROJECT TOTAL</b> |   | \$ 3,740,547.00                 | \$ 3,740,547.00 | \$ -                            | \$ -        | \$ -             | \$ -   | \$ 3,740,547.00                                 | 100.00%                      | \$ -                                 |

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
2/15/2019

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 any rights to the certificate holder in lieu of such endorsement(s).


|  |   |   |        |
|--|---|---|--------|
| PRODUCER<br><b>USI Insurance Services LLC</b><br>726 Exchange St. Ste 618<br>Buffalo, NY 14210<br>716 314-2000 | CONTACT NAME: <b>Ken Starks</b>               | FAX (A/C, No): <b>716-314-2199</b>            |        |
|  | PHONE (A/C, No, Ext): <b>716-314-2000</b>     | E-MAIL ADDRESS: <b>kenneth.starks@usi.com</b> |        |
| INSURED<br><b>STC Construction Inc.</b><br><br>P.O. Box 459<br>Springville, NY 14141                           | INSURER(S) AFFORDING COVERAGE                 |   | NAIC # |
|  | INSURER A : American Zurich Insurance Company |   | 40142  |
|  | INSURER B : ACE American Insurance Company    |   | 22667  |
|  | INSURER C : Travelers Indemnity Co of America |   | 25666  |
|  | INSURER D :                                   |   |        |
|  | INSURER E :                                   |   |        |
| INSURER F :  |   |   |        |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual<br><input checked="" type="checkbox"/> XCU incl<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | 8248386       | 03/01/2019              | 03/01/2020              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> \$250 Comp Ded <input checked="" type="checkbox"/> \$500 Coll Ded   | X         | X        | 8248387       | 03/01/2019              | 03/01/2020              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000   | X         | X        | N06571323005  | 03/01/2019              | 03/01/2020              | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$10,000,000<br>\$  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | X        | 8248385       | 03/01/2019              | 03/01/2020              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                    |
| C        | Leased/Rent Equip  |           |          | QT6606K780898 | 03/01/2019              | 03/01/2020              | 200,000   |
| C        | Install/Bldr Risk  |           |          | QT6606K780898 | 03/01/2019              | 03/01/2020              | 2,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Re: Contract No. NC-34; Sturgeon Point Raw Water Pump Station Improvements. Project # 201500175 Erie County Water Authority is an Additional Insured on a primary and non-contributory basis in regard to the above General Liability, Automobile Liability and Umbrella Liability and a waiver of subrogation applies to the General Liability, Automobile (See Attached Descriptions)**

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>Erie County Water Authority<br>295 Main St., Suite 350<br>Attn: Anthony Alessi<br>Buffalo, NY 14203 | <b>CANCELLATION</b><br><br>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<br><br>   |

## DESCRIPTIONS (Continued from Page 1)

Liability, Umbrella Liability and Workers Compensation to the extent covered by endorsement form(s) U-GL-1175-F CW Edition date 04/13, U-CA-424-G Edition date 09/17, XS41887 Edition date 01/14, U-GL-925-B CW Edition date 12/01, U-CA-424-G NY Edition date 09/17, XS41864 Edition date 01/14, WC000313 Edition date 04/84.



**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

|   |   |
|---|---|
| <p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>STC Construction Inc.<br/>63 Zoar Valley Rd.<br/>P.O. Box 459<br/>Springville, NY 14141</p> <p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p> | <p>1b. Business Telephone Number of Insured<br/>716-592-3400</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number<br/>16-1513964</p>  |
| <p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Erie County Water Authority<br/>295 Main Street, Suite 350<br/>Buffalo, NY 14203</p>   | <p>3a. Name of Insurance Carrier<br/>Zurich American Ins Co</p> <p>3b. Policy Number of Entity Listed in Box "1a"<br/>8248385</p> <p>3c. Policy effective period<br/>03/01/2019 to 03/01/2020</p> <p>3d. The Proprietor, Partners or Executive Officers are<br/> <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)<br/> <input type="checkbox"/> all excluded or certain partners/officers excluded.</p> |

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

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

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

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

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

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Michael R. Bonetto  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: \_\_\_\_\_ 02/15/2019  
(Signature) (Date)

Title: Regional President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-819-5500

**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.



December 12, 2018

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

RE: STC Construction, Inc. – Performance and Payment Bond #9219189 –  
Sturgeon Point Raw Water Pump Station Improvements – Contract No. NC-34


To Whom It May Concern:

On December 12, 2016 we issued Performance and Payment bonds for the above client for Contract No. NC-34, Sturgeon Point Raw Water Pump Station Improvements. It is my understanding that this project is complete and the contract can be closed out.

Be advised that, in accordance with Article 5.01 of the General Conditions, modified by 5.01A of the Supplementary Conditions, the performance bond for the above captioned project will remain in full force and effect for two (2) years after final acceptance and the payment bond will remain in effect for one (1) year after final payment becomes due.

Please contact me should you require anything additional.

Sincerely,  
Fidelity and Deposit Company of Maryland

  
Bradley J. Hall  
Attorney-In-Fact

[bhall@lawleyinsurance.com](mailto:bhall@lawleyinsurance.com)  
716.849.8696





December 6, 2018

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

Re: STC Construction, Inc. – Performance and Payment Bond #9219189 –  
Sturgeon Point Raw Water Pump Station Improvements – Contract No. NC-34

To Whom It May Concern:

Pursuant to your request for a letter stating that the above referenced bonds will remain in effect throughout the warranty period, I point you to Paragraph 9 of the Performance Bond, which states that any proceeding under the bond may be instituted within two years after the contractor defaults or within two years after the contractor ceases working or within two years after the surety refuses or fails to perform its obligation under the bond, whichever occurs first.

Zurich North America Surety  
P.O. Box 635  
Penfield, NY 14526

Phone + 1.585.425.7419  
<http://www.zurich.com>

E-Mail [paul.wrona@zurichna.com](mailto:paul.wrona@zurichna.com)

I also point you to Paragraph 11 of the Payment Bond which states that no suit or action shall be commenced by a claimant under the bond after the expiration of one year from the date on which the claimant gave the required notice or on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the contract, whichever occurs first.

Sincerely,

Paul R. Wrona  
Vice President, Senior Underwriting Officer

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

*Greeting: Know Ye, That*

*STC Construction, Inc.  
63 Zoar Valley Road  
PO Box 459  
Springville, NY 14141*

NAME AND ADDRESS OF CORPORATION

*for and in consideration of the sum of* Three Million Seven Hundred Forty Thousand Five  
Hundred Forty Seven and 00/100 *dollars (\$3,740,547.00 ),*

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

**Erie County Water Authority,**

*the receipt whereof is hereby acknowledged, has remised, released, and forever discharged, and by  
these presents does for itself, its successors and assigns, remise, release and forever discharge the  
said Erie County Water Authority,*

*heirs, executors, administrators, successors and assigns, of and from all, and all manner of action  
and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning,  
bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances,  
trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in  
equity, which against the said:*

*STC Construction, Inc.*  
(NAME OF CORPORATION)

*ever had, now has or which it or its successors or assigns, hereafter can, shall or may have for, upon  
or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of  
the date of these presents.*

*In Presence of*

*In Witness Whereof, the*

STC Construction, Inc. *has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this* Seventh *day of* December *Two Thousand* and ~~Eighteen~~.



By Mark D. Brammer, President

*State of New York* }

*County of Erie* } ss..

*Village of Springville* }

*On this* Seventh *day of* December *, Two Thousand* and ~~Eighteen~~ *, before me personally came* Mark D. Brammer *, to me personally known who, being by me duly sworn did depose and say that he/she resides in* Buffalo, New York *, that he/she is the* President *of* STC Construction, Inc. *, the corporation described in and which executed the above Instrument, that he/she knows the seal of said corporation; that it was so affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he/she signed his/her name thereto by like order.*



**CONTRACTOR'S  
AFFIDAVIT OF  
PAYMENT OF  
DEBTS AND CLAIMS**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G706

TO (Owner)

┌  
Erie County Water Authority  
295 Main Street, Room 350  
Buffalo, New York 14203-2494  
└

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT AMOUNT: \$3,740,547.00

CONTRACT DATE: 12/20/16

PROJECT: NC-34 Sturgeon Point Raw Water Pump Station  
(name, address) Project No. 201500175

State of: New York  
County of: Erie

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

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:


1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose. Indicate attachment: (yes x ) (no ).

CONTRACTOR: STC Construction, Inc.

Address: 63 Zoar Valley Road  
P.O. Box 459  
Springville, New York 14141

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

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

BY:   
Jason C. Rice, Vice President  
Subscribed and sworn to before me this  
18th day of February 2019



Notary Public:  
My Commission Expires:

TAMARA L. COLLINS  
Notary Public, State of New York  
01CO6259368  
Qualified in Erie County  
My Commission Expires April 9, 2020

**CONTRACTOR'S  
AFFIDAVIT OF  
RELEASE OF LIENS**  
AIA DOCUMENT G706A

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO (Owner)

┌

Erie County Water Authority  
295 Main Street, Room 350  
Buffalo, New York 14203-2494

└

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT AMOUNT: \$3,740,547.00

└

┌

CONTRACT DATE: 12/20/16

PROJECT:  
(name, address)

NC-34 Sturgeon Point Raw Water Pump Station  
Project No. 201500175

State of: New York  
County of: Erie

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

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

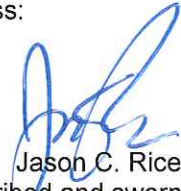
None


SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: STC Construction, Inc.

Address: 63 Zoar Valley Road  
P.O. Box 459  
Springville, New York 14141

BY:   
Jason C. Rice, Vice President  
Subscribed and sworn to before me this  
18th day of February 2019

  
TAMARA L. COLLINS  
Notary Public, State of New York  
01CO6259368  
Qualified in Erie County

My Commission Expires: April 9, 2020



# AIA® Document G707™ – 1994

## Consent Of Surety to Final Payment

Bond No. 9219189  
Executed in Five Counterparts

|   |   |   |
|---|---|---|
| <b>PROJECT:</b> <i>(Name and address)</i><br>Contract No. NC-34, Sturgeon Point<br>Raw Water Pump Station<br>Improvements.  | <b>ARCHITECT'S PROJECT NUMBER:</b><br><br><b>CONTRACT FOR:</b> Contract No. NC-34, Sturgeon Point Raw<br>Water Pump Station Improvements. | <b>OWNER:</b> <input checked="" type="checkbox"/><br><b>ARCHITECT:</b> <input checked="" type="checkbox"/><br><b>CONTRACTOR:</b> <input checked="" type="checkbox"/><br><b>SURETY:</b> <input checked="" type="checkbox"/><br><b>OTHER:</b> <input checked="" type="checkbox"/> |
| <b>TO OWNER:</b> <i>(Name and address)</i><br>Erie County Water Authority<br>295 Main Street, Room 350<br>Buffalo, NY 14215 | <b>CONTRACT DATED:</b> 12/20/2016   |   |

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

Fidelity and Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL 60196-1056

, SURETY,

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

STC Construction, Inc.  
63 Zoar Valley Rd.  
Springville, NY 14141-9247

, CONTRACTOR,

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

Erie County Water Authority  
295 Main Street, Room 350  
Buffalo, NY 14215

, OWNER,


as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 12, 2018  
*(Insert in writing the month followed by the numeric date and year.)*

Fidelity and Deposit Company of Maryland  
*(Surety)*

  
*(Signature of authorized representative)*

Alissa J. Wolf, Attorney-in-Fact  
*(Printed name and title)*

Witness:  
  
~~Attest:~~ Victoria Rivera  
(Seal):

**ACKNOWLEDGEMENT OF SURETY**

STATE OF New York )  
COUNTY OF Erie ) ss  
CITY OF BUFFALO )

On this 12th day of December in the year 2018, before me personally came Alissa J. Wolf, to me known, who, being by me duly sworn, did depose and say that he/she/they reside (s) Buffalo, NY, that he/she/they (is) (are) the Attorney-in-Fact duly appointed of the Fidelity and Deposit Company of Maryland the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

Victoria Rivera

NOTARY PUBLIC

VICTORIA RIVERA  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
My Commission Expires Nov 29, 2022

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Christopher D. ROSS, Victoria RIVERA, Bradley J. HALL, Colleen A. KENDZIORA, Timothy M. TOOLE, Lori A. FAY and Alissa J. WOLF, all of Buffalo, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 29th day of June, A.D. 2017.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*  
*Assistant Secretary*  
*Dawn E. Brown*

*Michael Bond*  
*Vice President*  
*Michael Bond*

State of Maryland  
County of Baltimore

On this 29th day of June, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019





EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12<sup>th</sup> day of December, 20 18.



*David McVicker*

David McVicker, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

**THE FIDELITY AND DEPOSIT COMPANY**

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition**

As Of December 31, 2017

**ASSETS**

|                                      |                       |
|--------------------------------------|-----------------------|
| Bonds .....                          | \$ 131,463,323        |
| Stocks .....                         | 23,365,385            |
| Cash and Short Term Investments..... | 15,943,690            |
| Reinsurance Recoverable.....         | 7,520,824             |
| Federal Income Tax Recoverable.....  | 62,266                |
| Other Accounts Receivable.....       | 35,672,323            |
| <b>TOTAL ADMITTED ASSETS .....</b>   | <b>\$ 214,027,811</b> |

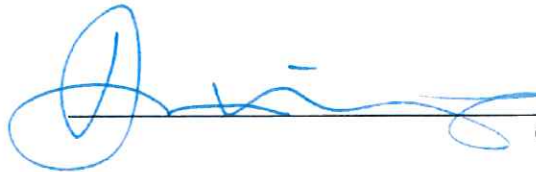
**LIABILITIES, SURPLUS AND OTHER FUNDS**

|   |                       |
|---|-----------------------|
| Reserve for Taxes and Expenses.....           | \$ 580,990            |
| Ceded Reinsurance Premiums Payable .....      | 42,235,595            |
| Securities Lending Collateral Liability ..... | 0                     |
| <b>TOTAL LIABILITIES.....</b>                 | <b>\$ 42,816,584</b>  |
| Capital Stock, Paid Up .....                  | \$ 5,000,000          |
| Surplus .....                                 | 166,211,227           |
| Surplus as regards Policyholders.....         | 171,211,226           |
| <b>TOTAL .....</b>                            | <b>\$ 214,027,811</b> |

Securities carried at \$62,198,396 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2017 would be \$213,515,173 and surplus as regards policyholders \$170,698,588.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2017.

  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 9<sup>th</sup> day of March, 2018.

  
Notary Public



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

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

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

CONTRACTOR: STC Construction, Inc.

CONTRACT: NC-34 Sturgeon Point Raw Water  
PS, Project No. 201500175

| MBE                                | TOTAL AMOUNT EXPENDED |
|------------------------------------|-----------------------|
| G&J Contracting, Inc.              | \$ 3,900.00           |
| Seneca Steel Erectors, Inc.        | \$218,170.00          |
| Heatwave, Inc.                     | \$ 43,538.00          |
| Buffalo Concrete Accessories, Inc. | \$ 2,968.71           |
| Gui's Lumber and Home Center       | \$ 4,939.52           |
|                                    |                       |


TOTAL OF ALL MBE  
SUB-CONTRACTS \$ 273,516.23

AMOUNT OF  
CONTRACT \$3,740,547.00

FINAL MBE  
PERCENTAGE 7.31%

I, Norris Poleon, as an official  
representative of STC Construction, Inc.

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

  
 \_\_\_\_\_  
 NAME  
 Norris Poleon  
 Project Manager  
 \_\_\_\_\_  
 TITLE  
 12/7/18  
 \_\_\_\_\_  
 DATE

## Leonard F. Kowalski

---

**From:** Lavonya Lester  
**Sent:** Wednesday, March 06, 2019 11:29 AM  
**To:** Leonard F. Kowalski  
**Subject:** RE: PN 201500175 NC-34 Pay App # 17 - Certified Payrolls

Ok to process. The certified payments have been approved.

Thanks  
Lavonya

---

**From:** Leonard F. Kowalski  
**Sent:** Tuesday, March 05, 2019 1:10 PM  
**To:** Lavonya Lester  
**Subject:** FW: PN 201500175 NC-34 Pay App # 17 - Certified Payrolls

Lavonya – based on this email, it looks like work went into August, I didn't catch that yesterday. It was minor punch list stuff at the end of the project. This was work associated with Pay App #17. The Final Pay App, #18 is for returning retention.

---

**From:** Karl Rohde <krohde@nussclarke.com>  
**Sent:** Tuesday, December 18, 2018 11:15 AM  
**To:** Lavonya Lester <llester@ecwa.org>  
**Cc:** Leonard F. Kowalski <lkowalski@ecwa.org>; Maureen Guzzo <mguzzo@nussclarke.com>  
**Subject:** PN 201500175 NC-34 Pay App # 17 - Certified Payrolls

Lavonya,

See attached for Certified Payrolls for STC, Niagara Coatings, O'Connell Electric and Olsen. Also See attached for the Minority Business Enterprise Utilization Report – Part D (MBEUR – Part D) completed by STC. The original MBEUR – Part D will follow by mail.

Sincerely,



**Karl W. Rohde, PE**  
Corporate Associate, Structural/Transportation  
3556 Lake Shore Road, Suite 500  
Buffalo, NY 14219  
p: 716.827.8000 x 217 | f: 716.826.7958 | c: 716.270.7560  
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