

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

**Contract:** 17-04-01 **Project No.:** 201700003  
**Project Description:** Large Service Contract, 02/01/2017 to 01/31/2019.

**Item Description:**

Agreement     Professional Service Contract     Amendment     Change Order  
 BCD     NYSDOT Agreement     Contract Documents     Addendum  
 Recommendation for Award of Contract     Recommendation to Reject Bids  
 Request for Proposals  
 Other Pay App #13 & Final, amount certified \$75,988.00

**Action Requested:**

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

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

Other (if Applicable) \_\_\_\_\_ Date: \_\_\_\_\_  
 Chief Operating Officer Russell J. [Signature] \_\_\_\_\_ Date: 03/12/2020  
 Executive Engineer Jeanard F. Koraluk \_\_\_\_\_ Date: 03-15-202  
 Director of Administration Shakya [Signature] \_\_\_\_\_ Date: 03/13/2020  
 Risk Manager Molly [Signature] \_\_\_\_\_ Date: 03/16/2020  
 Chief Financial Officer Karen A. Rendugast \_\_\_\_\_ Date: 03/11/2020  
 Legal Margaret A. Murphy \_\_\_\_\_ Date: 03/13/2020

**APPROVED FOR BOARD RESOLUTION:**

Secretary to the Authority [Signature] \_\_\_\_\_ Date: 03/16/20


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

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



ERIE COUNTY WATER AUTHORITY  
INTEROFFICE MEMORANDUM

March 10, 2020

To: Terrence D. McCracken, Secretary to the Authority  
From: Jeffrey R. Sylvester, Distribution Engineer   
Subject: Large Services Contract  
February 1, 2017 to January 31, 2019  
ECWA Project No. 201700003  
Pay Application No. 13 & Final

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Attached is the Final Payment Application for the above referenced project.

The following documents are attached:

- Blue Authorization Form - this form provides the project name and project number, the action that is being requested of the Board, and it provides a list of approvals that are required prior to being acted on by the Board.
- ECWA Final Payment Application Checklist and Packet - the check list is used to make sure that the contractor has provided all of the proper documentation to close out the contract.

The Engineering Department is recommending Final Payment be made. M&T Insurance Agency, Inc. has issued Certification of Surety for the Performance and Payment Bonds. The Contractor has submitted and signed General Release and AIA Forms G706, G706A, and G707. MWBE Utilization Report – Part D and Contractor's Letter of Inability to Attain Utilization Goals have been attached. Lavonya Lester, Director of Administration has certified MWBE goals and approved final Certified Payrolls. The entire Final Pay Application package has to be reviewed by Risk Manager and Legal Department prior to Board action. The amount certified for Final Payment is \$75,988.00.

JRS:jmf

Attachments

cc: R.Stoll

L.Kowalski

L.Lester

ECWA-799-1703-I-186

# 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

JOB  
DESCRIPTION

INSTALLATION OF LARGE AND/OR SMALL WATER SERVICES, WATER MAIN PIPE,  
HYDRANTS, AND/OR APPURTENANCES FOR CUSTOMER DOMESTIC AND/OR FIRE  
SERVICES WITHIN THE ENTIRE ERIE COUNTY WATER AUTHORITY SERVICE AREA  
FOR THE PERIOD 2/1/17 THROUGH 1/31/19

ESTIMATE NO: #13 and Final  
CONTRACT NO. 17-04-01  
PERIOD COVERED 4/4/19 TO 7/15/19

Project # 201700003

CONTRACTOR:

Kandey Company, Inc  
19 Ransier Dr  
West Seneca, NY 14224

Vendor # V1121

BID ITEM #	ITEM SPEC	CONTRACT BREAKDOWN	COMPLETED TO DATE		COMPLETED PREV ESTIMATE		AMOUNT THIS ESTIMATE		
			PERCENT	AMOUNT	PERCENT	AMOUNT			
1A1	4	Ea @	\$4,500.00	\$18,000.00	100.00%	\$18,000.00	100.00%	\$18,000.00	\$0.00
1A2	25	Ea @	\$4,500.00	\$112,500.00	72.00%	\$81,000.00	72.00%	\$81,000.00	\$0.00
1A3	10	Ea @	\$4,500.00	\$45,000.00	50.00%	\$22,500.00	50.00%	\$22,500.00	\$0.00
1A4	15	Ea @	\$4,500.00	\$67,500.00	80.00%	\$54,000.00	80.00%	\$54,000.00	\$0.00
1A5	8	Ea @	\$4,500.00	\$36,000.00	112.50%	\$40,500.00	112.50%	\$40,500.00	\$0.00
1A6	1	Ea @	\$5,000.00	\$5,000.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
1A7	3	Ea @	\$5,000.00	\$15,000.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
1B1	2	Ea @	\$5,500.00	\$11,000.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
1B2	2	Ea @	\$5,500.00	\$11,000.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
1B3	2	Ea @	\$5,500.00	\$11,000.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
1B4	1	Ea @	\$5,500.00	\$5,500.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
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1B6	1	Ea @	\$6,500.00	\$6,500.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
1B7	1	Ea @	\$6,500.00	\$6,500.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
1D1	1	Ea @	\$4,200.00	\$4,200.00	100.00%	\$4,200.00	100.00%	\$4,200.00	\$0.00
1D2	10	Ea @	\$4,500.00	\$45,000.00	80.00%	\$36,000.00	80.00%	\$36,000.00	\$0.00
1D3	15	Ea @	\$4,800.00	\$72,000.00	153.33%	\$110,400.00	153.33%	\$110,400.00	\$0.00
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1D6	2	Ea @	\$5,000.00	\$10,000.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
1D7	1	Ea @	\$5,500.00	\$5,500.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
1D8	1	Ea @	\$6,500.00	\$6,500.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
1E1	50	LF @	\$50.00	\$2,500.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
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1E8	50	LF @	\$70.00	\$3,500.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
1E9	50	LF @	\$75.00	\$3,750.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
2A	15	Ea @	\$750.00	\$11,250.00	226.67%	\$25,500.00	226.67%	\$25,500.00	\$0.00
2B	20	Ea @	\$850.00	\$17,000.00	110.00%	\$18,700.00	110.00%	\$18,700.00	\$0.00
2C	350	LF @	\$30.00	\$10,500.00	216.57%	\$22,740.00	216.57%	\$22,740.00	\$0.00
2D	100	LF @	\$50.00	\$5,000.00	8.50%	\$425.00	8.50%	\$425.00	\$0.00
3A	1500	LF @	\$50.00	\$75,000.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
3B	500	LF @	\$55.00	\$27,500.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
3C	1500	LF @	\$55.00	\$82,500.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
4A	15	Ea @	\$1,350.00	\$20,250.00	40.00%	\$8,100.00	40.00%	\$8,100.00	\$0.00
5A	100	CY @	\$300.00	\$30,000.00	106.26%	\$31,878.00	106.26%	\$31,878.00	\$0.00
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5E	10	Ea @	\$1,500.00	\$15,000.00	30.00%	\$4,500.00	30.00%	\$4,500.00	\$0.00
5F	10	Ea @	\$1,500.00	\$15,000.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
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6B6	75	LF @	\$75.00	\$5,625.00	22.67%	\$1,275.00	22.67%	\$1,275.00	\$0.00
6B7	250	SY @	\$140.00	\$35,000.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00
6B8	500	SY @	\$95.00	\$47,500.00	27.77%	\$13,189.80	27.77%	\$13,189.80	\$0.00
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SERVICES WITHIN THE ENTIRE ERIE COUNTY WATER AUTHORITY SERVICE AREA  
FOR THE PERIOD 2/1/17 THROUGH 1/31/19

ESTIMATE NO: #13 and Final  
CONTRACT NO. 17-04-01  
PERIOD COVERED 4/4/19 TO 7/15/19

Project # 201700003

CONTRACTOR:

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Vendor # V1121

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ITEM	ESTIMATED QUANTITY	UNIT PRICE	ACTUAL MEASURED QUANTITY	AMOUNT
MAIN ST #5554/5554 MAIN ST LLC Install 2" Domestic Service PN 201800176 OWIP 061447				
6B3	50 SY	150.00/SY	20.77 SY	3,115.50
6C2	200 SY	110.00/SY	2.78 SY	305.80

=====



KANDEY COMPANY INC. - Project No. K1750

ECWA LARGE SERVICES CONTRACT #201700003

6/19/19

5554 Main

DATE

LOCATION

Item No.	DESCRIPTION	BILLING		Item No.	DESCRIPTION	BILLING	
<b>WATERMAIN CONN. ON DI, CI, CMT, PVC - WET TAP</b>							
1A1	4" x 4" - 6" x 6"		EA	4A	Fire Hydrants		EA
1A2	8" x 4" - 8" x 8"		EA				
1A3	10" x 4" - 10" x 10"		EA	5A	Rock Excavation		CY
1A4	12" x 4" - 12" x 12"		EA	5B	Test Pit Excavation		EA
1A5	16" x 4" - 16" x 12"		EA	5C	Extra Excavation & Backfill (8'-12') main		LF
1A6	20" x 4" - 20" x 12"		EA	5D	Extra Excavation & Backfill (over 12') main		LF
1A7	24" x 4" - 24" x 12"		EA	5E	Extra Excavation & Backfill (8'-12') connect		EA
				5F	Extra Excavation & Backfill (over 12') connect		EA
<b>WATERMAIN CONN. ON SP-5 OR SP-12 PSC - WET TAP</b>							
1B1	16" x 4" - 16" x 12"		EA	<b>RESTORATION</b>			
1B2	20" x 4" - 20" x 12"		EA	6A	Clearing & Grubbing		LF
1B3	24" x 4" - 24" x 12"		EA	6B1	Asphalt Pavement		SY
1B4	30" x 4" - 30" x 12"		EA	6B2	Concrete Pavement		SY
1B5	36" x 4" - 36" x 12"		EA	6B3	Concrete w/Asphalt Top Pavement	20.77	SY
1B6	42" x 10" - 42" x 12"		EA	6B4	Asphalt Shoulder		SY
1B7	48" x 10" - 48" x 12"		EA	6B5	Concrete Gutter Curb		CY
				6B6	Concrete Curb		LF
				6B7	Cold Milling/Asphalt Top under 75 SY		SY
				6B8	Cold Milling/Asphalt Top over 75 SY		SY
<b>CUT IN TEE ON DI, CI, CMT OR PVC WATERMAIN</b>				6C1	Asphalt Sidewalk		SY
1D1	4" x 3" or 4" x 4"		EA	6C2	Concrete Sidewalk	2.78	SY
1D2	6" x 4" or 6" x 6"		EA	6D1	Asphalt Driveway		SY
1D3	8" x 4" - 8" x 6" or 8" x 8"		EA	6D2	Concrete Driveway		SY
1D4	10" x 4" - 10" x 10"		EA	6E1	Lawn Restoration < 200 LF in Length		LF
1D5	12" x 4" - 12" x 12"		EA	6E2	Lawn Restoration > 200 LF in Length		LF
1D6	16" x 4" - 16" x 12"		EA	6F1	Deciduous Trees 1-1/2" to 2" Caliper		EA
1D7	20" x 4" - 20" x 12"		EA	6F2	Evergreen Trees 4' to 5' tall (balled)		EA
1D8	24" x 4" - 24" x 12"		EA	6F3	Deciduous Trees 3' to 4' tall (balled)		EA
				6F4	Evergreen Shrubs 2-1/2' to 3' tall (balled)		EA
<b>ADD WATERMAIN BEYOND 10' SERV - EXT &amp; HYD &lt;100</b>							
1E1	3" DI or PVC		LF	<b>SELECT FILL</b>			
1E2	4" DI or PVC		LF	7A1	Run of Crusher Stone under 75 CY		CY
1E3	6" DI or PVC		LF	7A2	Run of Crusher Stone over 75 CY		CY
1E4	8" DI or PVC		LF	7B1	Rip-Rap Removal & Replacement		LF
1E5	10" DI or PVC		LF				
1E6	12" DI		LF	<b>INSTALL PIPE BY TUNNELING, JACKING OR BORING</b>			
1E7	16" DI		LF	8A1	12" Casing Pipe		LF
1E8	20" DI		LF	8A2	16" Casing Pipe		LF
1E9	24" DI		LF	8A3	18" Casing Pipe		LF
				8A4	20" Casing Pipe		LF
				8A5	24" Casing Pipe		LF
<b>SMALL SERVICE INSTALLATION</b>							
2A	3/4" to 1"		EA	<b>INSTALL CASING PIPE BY OPEN CUT</b>			
2B	1-1/2" to 2"		EA	8B1	12" Casing Pipe		LF
2C	3/4" to 1" > 10'		LF	8B2	16" Casing Pipe		LF
2D	1-1/2" to 2" > 10'		LF	8B3	18" Casing Pipe		LF
<b>WATERMAIN EXTENSION &gt;200'</b>				8B4	20" Casing Pipe		LF
3A	8" DI or PVC		LF	8B5	24" Casing Pipe		LF
3B	10" DI or PVC		LF				
3C	12" DI		LF	8C1	Add Boring in Rock for casing pipe 12" - 18"		LF
				8C2	Add Boring in Rock for casing pipe 20" - 24"		LF
Kandey Co. Foremen Jeff A				<b>CREW LABOR &amp; EQUIPMENT</b>			
ECWA Inspector Jeff S				9A1	Crew Labor & Equipment		HR
					<b>NOTE: * TO BE COMPLETED</b>		
				10	Contingency Allowance		LS
<b>SKETCH:</b>				Release Date = 12/5/18			
6B1 - 11 x 17				Completion Date = 12/14/18			
6C2 - 5 x 5				Holidays within project = 0			
				Total days late = -10			

# M&T Insurance Agency, Inc.

285 Delaware Ave., Suite 400, Buffalo, NY 14202  
(716) 853-7960 / Toll Free (800) 716-8314 / Fax (716) 651-4290

August 1, 2019

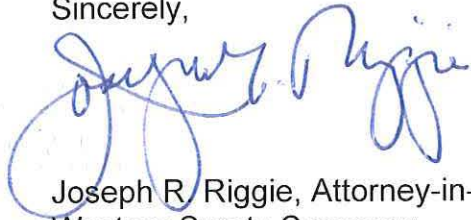
## CERTIFICATION OF SURETY

RE: Erie County Water Authority  
Large Services Contract - 2/1/17 to 1/31/19  
Final Contract Amount: \$1,454,754.85  
Project No. 201700003  
Bond No. 929635839

Please 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, in accordance with all of the terms and conditions of the bond, for two (2) years after final acceptance and the payment bond will remain in effect, in accordance with all of the terms and conditions of the bond, for one (1) year after the date of final acceptance.

Should you have any additional questions or need any additional information, please do not hesitate to contact us at (716) 651-4239.

Sincerely,



Joseph R. Riggie, Attorney-in-Fact  
Western Surety Company

cc: Kandey Company, Inc.

Insurance Products offered are: NOT FDIC insured; NOT a deposit in, obligation of, nor insured by any federal government agency; NOT guaranteed or underwritten by the bank; NOT a condition to the provisions or terms of any banking service or activity.

Insurance products are offered by M&T Insurance Agency, Inc., not by M&T Bank. M&T Insurance Agency, Inc. is licensed as an insurance agent and acts as agent for insurers. In case of excess and surplus lines, M&T Insurance Agency, Inc. is an insurance broker and places insurance on behalf of our clients. Insurance policies are obligations of the insurers that issue the policies. Insurance products may not be available in all states.

(Inq2239)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John P Rumschik, Joseph R Riggie, Stephen F Walter, Martin Petrik, Brian Donald Falk, Individually**

of Buffalo, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of September, 2018.



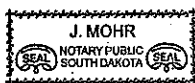
WESTERN SURETY COMPANY

*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 28th day of September, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



*J. Mohr*  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of May, 2019.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# Western Surety Company

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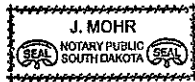
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

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My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of May, 2019.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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

*Greeting: Know Ye, That*

Kandey Co.

19 Ransier Drive

West Seneca, NY 14224

NAME AND ADDRESS OF CORPORATION

*For and in consideration of the sum of* One Million Four Hundred Fifty Four Thousand  
Seven Hundred Fifty Four and 85/100 *dollars (\$* 1,454,754.85 *)*,

*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:*

Kandey Co.

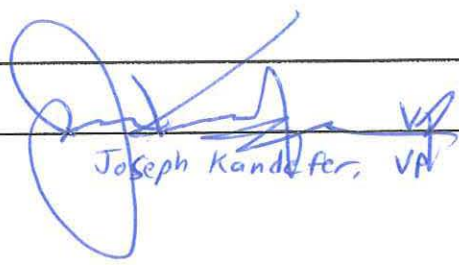
(NAME OF CORPORATION)

*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*

Kandey Co. *has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 2nd day of August Two Thousand and nineteen*

By   
Joseph Kandeler, VP

*State of New York )*

*County of Erie ss.*

Town *Of* West Seneca

*On this 2nd day of August, Two Thousand and nineteen, before me personally came Joseph Kandeler to me personally known who, being by me duly sworn did depose and say that he/she resides in*

West Seneca *that he/she is the Vice President of Kandey Company, 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.*



JASON COWELL  
Notary Public - State of New York  
NO. 01CO6389823  
Qualified in Erie County  
My Commission Expires Apr 8, 2023





# AIA® Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> <i>(Name and address)</i> ECWA Large Services Contract	<b>ARCHITECT'S PROJECT NUMBER:</b> ECWA Project No. 201700003	<b>OWNER:</b> <input checked="" type="checkbox"/>
	<b>CONTRACT FOR:</b> Large Services Contract	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Erie County Water Authority 3030 Union Road Buffalo, NY 14227	<b>CONTRACT DATED:</b> February 1, 2017 through January 31, 2019	<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
		<b>SURETY:</b> <input checked="" type="checkbox"/>
		<b>OTHER:</b> <input checked="" type="checkbox"/>

**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:** None

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- 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  No

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

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 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's Affidavit of Release of Liens (AIA Document G706A).

**CONTRACTOR:** Anastasi Trucking, Inc.  
*(Name and address)*  
4430 Walden Avenue  
Lancaster, NY 14086

**BY:**

*(Signature of authorized representative)*

*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires: 6-22-19

**JENNIFER FIELDS**  
Notary Public, State of New York  
Registration #01F16326591  
Qualified In Erie County  
Commission Expires June 22, 2019

 **AIA** Document G706A™ – 1994

**Contractor's Affidavit of Release of Liens**

<b>PROJECT:</b> <i>(Name and address)</i> ECWA Large Services Contract	<b>ARCHITECT'S PROJECT NUMBER:</b> ECWA Project No. 201700003	<b>OWNER:</b> <input checked="" type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Eric County Water Authority 3030 Union Road Buffalo, NY 14227	<b>CONTRACT FOR:</b> Large Services Contract	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
	<b>CONTRACT DATED:</b> February 1, 2017 through January 31, 2019	<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
		<b>SURETY:</b> <input checked="" type="checkbox"/>
		<b>OTHER:</b> <input checked="" type="checkbox"/>

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: 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: Kandey Company Inc.  
19 Ransier Drive,  
West Seneca, NY 14224

BY:



*(Signature of authorized representative)*

Joseph Kandefer, Vice President  
*(Printed name and title)*

Subscribed and sworn to before me on this date: 6/10/19



Notary Public:

My Commission Expires:





AIA®

# Document G707™ – 1994

## Consent Of Surety to Final Payment

<b>PROJECT:</b> <i>(Name and address)</i> Large Services Contract 2/1/17 through 1/31/19 Project No. 201700003	<b>ARCHITECT'S PROJECT NUMBER:</b>	OWNER: <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Erie County Water Authority 295 Main Street, Room 350 Buffalo, New York 14203	<b>CONTRACT FOR:</b> General Construction	ARCHITECT: <input type="checkbox"/>
	<b>CONTRACT DATED:</b> December 29, 2016	CONTRACTOR: <input type="checkbox"/>
	<b>Bond No:</b> 929635839	SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

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

Western Surety Company c/o CNA Surety  
151 N. Franklin St., 17th Floor  
Chicago, Illinois 60606

, SURETY,

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

Kandey Company, Inc.  
19 Ransier Drive  
West Seneca, New York 14224

, 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, New York 14203

, OWNER,

as set forth in said Surety's bond.

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

May 20, 2019

Western Surety Company

*(Surety)*

*(Signature of authorized representative)*

Joseph R. Riggie, Attorney-in-Fact

*(Printed name and title)*

Attest:  
*(Seal)*

**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: Kandey Company, Inc.

CONTRACT: ECWA Project 201700003

MBE	TOTAL AMOUNT EXPENDED
B. Pariso Transport Inc. 2647 Whitehaven Road Grand Island, NY 14072	\$3,633.75
Eastwood Industries PO Box 305 North Boston, NY 14110	\$4,200.00
US Traffic Control, Inc. 100 Fire Tower Drive Tonawanda, NY 14150	\$11,064.91

TOTAL OF ALL MBE  
SUB-CONTRACTS \$ 18,898.66

AMOUNT OF  
CONTRACT \$1,451,333.55

FINAL MBE  
PERCENTAGE 1.3%

I, Joseph Kandefer, as an official  
representative of Kandey Company, Inc.,

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

  
\_\_\_\_\_  
NAME  
Vice President  
\_\_\_\_\_  
TITLE  
6/10/2019  
\_\_\_\_\_  
DATE



19 Ransier Drive  
West Seneca, New York 14224  
Phone: (716) 675-7245 Fax: (716) 675-4957

February 19, 2020

Erie County Water Authority  
3030 Union Road  
Buffalo, NY 14227

Attn: Lavonya Lester, Director of EEO  
Re: Large Services Contract 201700003  
M/WBE Utilization Final

Dear Ms. Lester,

This letter is to address and follow up with the final M/WBE utilization report part D for the above referenced contract. Kandey Company, Inc. unfortunately was not able to reach the original M/WBE goal due to the nature of this contract. This project, being a service contract, had no actual quantities which made it difficult to plan for and include M/WBE utilization. This project also had minimal material purchases by the contractor and very limited subcontracting opportunities. All the piping and appurtenances are supplied by the ECWA, the only material purchased by the contractor is stone.

Kandey Company performs the majority of the work on this project which includes specialty pipe work that does not warrant any subcontracting opportunities. Final restoration and landscaping is one opportunity for M/WBE utilization, but with the time restrictions and deadlines that Kandey Company is being held to to complete our work sometimes doesn't line up with an M/WBE firm's schedule and we are forced to either do the work in house or use another non-M/WBE company. This does not however mean that Kandey Company, Inc. is not actively trying to incorporate more M/WBE utilization into our current ECWA Large Services contract 201900005. We have set up a subcontract with a minority trucking firm to stockpile stone in our yard which we use exclusively on this contract. We also utilize a minority traffic control contractor if traffic control is required for the job and a minority tree removal/clearing contractor should the job require any clearing and grubbing. Outside of these areas, there just isn't enough opportunity for additional M/WBE utilization based on the nature of the service contract and limited material purchases.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Kandefer", written over the word "Sincerely,".

Joseph Kandefer  
Vice President

## Jeff Sylvester

---

**From:** Lavonya Lester  
**Sent:** Wednesday, February 19, 2020 2:40 PM  
**To:** Jeff Sylvester  
**Subject:** FW: K1750 ECWA Large Service Contract Retention  
**Attachments:** K1750 MWBE Final Letter.pdf

Please file this with the additional documents submitted for final payment.

We are all set.  
Thanks  
Lavonya

---

**From:** Jason Cowell  
**Sent:** Wednesday, February 19, 2020 1:52 PM  
**To:** Jeff Sylvester ; Lavonya Lester  
**Subject:** RE: K1750 ECWA Large Service Contract Retention

Good Afternoon Lavonya,

Please see the attached letter to go with our MWBE utilization report per your conversation with Joe Kandefer earlier today. Let me know if you need anything else.

Thanks,

*Jason Cowell*  
**KANDEY CO.**

19 Ransier Drive, West Seneca, NY 14224  
P: (716) 675-7245 C: (716) 704-0614 F: (716) 675-4957  
[jcowell@kandeycompany.com](mailto:jcowell@kandeycompany.com)

---

**From:** Jeff Sylvester <[jsylvester@ecwa.org](mailto:jsylvester@ecwa.org)>  
**Sent:** Monday, February 17, 2020 5:05 PM  
**To:** Jason Cowell <[jcowell@kandeycompany.com](mailto:jcowell@kandeycompany.com)>  
**Subject:** Re: K1750 ECWA Large Service Contract Retention

Jason,

As I understand it, there is an issue with the WMBE percentage. Same thing happened with Russo on the emergency repair contract. Lavonya is asking for a letter explaining why the 10% goal was not met.

I'll be available Tuesday if you want to talk.