



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

February 24, 2022

To: Terrence D. McCracken, Secretary to the Authority

From: Mark D. Jarmuz, Distribution Engineer *MJ*

Subject: Contract CPL-005
Water System Improvements Village of Sloan
ECWA Project No. 201900072

The following documents are attached for processing of the Final Pay Application for the above referenced Capital project.

- 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 checklist indicates that the contractor, CMH Company, Inc., has provided all the proper documentation to close out the contract, including the required WMBE Utilization Report – Part D and Final Certified Payrolls, which were already reviewed and approved by Director of EEO (ECWA). 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 \$141,912.20 and includes all the previous retainage. The project was billed to Unit 2590 Eng/Const Distribution Mains - Item 101409 and retention was withheld from progress payments per the contract requirements. The retention will be paid from the following budget line: General Ledger No 232003 Contract Retentions.

Attachment
cc: L.Kowalski
M.Quinn
L.Lester

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

Contract: CPL-005 **Project No.:** 201900072
Project Description: Water System Improvements Village of Sloan

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>Final Pay Application</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"/> Sr. Distribution Engineer	<u></u>	Date: <u>3/1/2022</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u></u>	Date: <u>3/1/2022</u>
<input checked="" type="checkbox"/> Executive Engineer	<u></u>	Date: <u>03/01/2022</u>
<input checked="" type="checkbox"/> Director of Administration	<u></u>	Date: <u>03/01/2022</u>
<input checked="" type="checkbox"/> Risk Manager	<u></u>	Date: <u>03/01/2022</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u></u>	Date: <u>03/01/2022</u>
<input checked="" type="checkbox"/> Legal	<u></u>	Date: <u>3/2/2022</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority	<u></u>	Date: <u>3/2/22</u>
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Remarks: Amount certified for Final Payment \$141,912.20

Resolution Date: _____ **Item No:** _____

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

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



November 8th, 2021

Mark Jarmuz
Erie County Water Authority
3030 Union Road
Buffalo, NY 14227

**RE: PROFESSIONAL SERVICES CONTRACT NO. CPL-005
WATER IMPROVEMENTS, VILLAGE OF SLOAN
ECWA PROJECT NO. 201900072
PROJECT CLOSEOUT**

Dear Mr. Jarmuz,

CMH Company, Inc. has completed all work on the referenced project and has requested final payment. CPL and CMH have prepared the attached closeout documents for ECWA Project No. 201900072:

1. Change Order No.1
2. Application for Payment No. 11 & Final
3. Surety Letter
4. General Release
5. Affidavit of Payment
6. Affidavit of Release of Liens
7. Consent of Surety to Final Payment
8. MWBE Utilization Report – Part D
9. Certified Payrolls for 05/01/20 – 09/05/21

We have reviewed the application and supporting documentation and find it accurate as to the amount of work performed in accordance with the contract documents. We hereby certify that all work has been performed in general conformance with the plans and specifications. We therefore recommend that final payment be made to CMH Company, Inc. in the amount of \$141,912.20.

Please let me know if you need additional information or documentation.

Very truly yours,

Clark Patterson Lee

Jason Havens, P.E.
Project Manager

**ARCHITECTURE
ENGINEERING
PLANNING**

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		No. CPL-005				Application Number:		11					
Application Period:		05/2020 - 05/07/2021				Application Date:		8/9/2021					
A			B		C	D	E	F	G				
CONTRACT							THIS PERIOD		TOTAL TO DATE				
Bid Item No.	Description	Units	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed	Materials Presently Stored (not in C)	Total Completed and Stored This period (D + E)	Estimated Quantity Installed to Date	Value of Work Installed to Date	% (G / B)	Balance to Finish (B - G)
1A2	6-inch DIP Water Main	LF	130	\$92.00	\$11,960.00					73.00	\$6,716.00	56.2%	\$5,244.00
1A3	8-inch DIP Water Main	LF	5,300	\$94.00	\$498,200.00					4,947.00	\$465,018.00	93.3%	\$33,182.00
1A5	12-inch DIP Water Main	LF	260	\$140.00	\$36,400.00					152.00	\$21,280.00	58.5%	\$15,120.00
1A6	16-inch DIP Water Main	LF	1,600	\$200.00	\$320,000.00					1,396.00	\$279,200.00	87.3%	\$40,800.00
2A2	8-inch Gate Valve	EA	37	\$1,900.00	\$70,300.00					38.00	\$72,200.00	102.7%	-\$1,900.00
2B1	12-inch Butterfly Valves	EA	7	\$3,500.00	\$24,500.00					7.00	\$24,500.00	100.0%	
2B2	16-inch Butterfly Valves	EA	10	\$4,000.00	\$40,000.00					10.00	\$40,000.00	100.0%	
3A	New Fire Hydrant Assembly	EA	12	\$4,600.00	\$55,200.00					13.00	\$59,800.00	108.3%	-\$4,600.00
3C	Fire Hydrant Abandonment	EA	13	\$1,200.00	\$15,600.00					13.00	\$15,600.00	100.0%	
4A	Test Pit Excavation & Backfill	EA	30	\$400.00	\$12,000.00					10.00	\$4,000.00	33.3%	\$8,000.00
5A	Rock Excavation	CY	100	\$250.00	\$25,000.00								\$25,000.00
6A	Select Backfill	CY	3,600	\$36.00	\$129,600.00					2,070.00	\$74,520.00	57.5%	\$55,080.00
7A1	Interconnection No. 1 @ Crocker St. & Gates St.	LS	1	\$8,000.00	\$8,000.00					1.00	\$8,000.00	100.0%	
7A2	Interconnection No. 2 @ Crocker St. & Blick St.	LS	1	\$8,000.00	\$8,000.00					1.00	\$8,000.00	100.0%	
7A3	Interconnection No. 3 @ Crocker St. & Reiman St.	LS	1	\$8,000.00	\$8,000.00					1.00	\$8,000.00	100.0%	
7A4	Interconnection No. 4 @ Crocker St. & Gierlach St.	LS	1	\$8,000.00	\$8,000.00					1.00	\$8,000.00	100.0%	
7A5	Interconnection No. 5 @ Gates St. & Stiglmeier St.	LS	1	\$8,000.00	\$8,000.00					1.00	\$8,000.00	100.0%	
7A6	Interconnection No. 6 @ Gates St. & Stiglmeier St.	LS	1	\$8,000.00	\$8,000.00					1.00	\$8,000.00	100.0%	
7A7	Interconnection No. 7 @ Franklin Ave. & Francis Ave.	LS	1	\$12,000.00	\$12,000.00					1.00	\$12,000.00	100.0%	
7A8	Interconnection No. 8 @ Franklin Ave. & Jackson Ave.	LS	1	\$8,000.00	\$8,000.00					1.00	\$8,000.00	100.0%	
7A9	Interconnection No. 9 @ Franklin Ave. & Rutland Ave.	LS	1	\$7,500.00	\$7,500.00					1.00	\$7,500.00	100.0%	
7A10	Interconnection No. 10 @ Franklin Ave. & Stiglmeier St.	LS	1	\$7,500.00	\$7,500.00					1.00	\$7,500.00	100.0%	
7A11	Interconnection No. 11 @ Franklin Ave. & Harlem Rd.	LS	1	\$7,000.00	\$7,000.00					1.00	\$7,000.00	100.0%	
7A12	Interconnection No. 12 @ Franklin Ave. & Harlem Rd.	LS	1	\$14,000.00	\$14,000.00					1.00	\$14,000.00	100.0%	
7A13	Interconnection No. 13 @ Gierlach St. & Francis Ave.	LS	1	\$8,500.00	\$8,500.00					1.00	\$8,500.00	100.0%	
7A14	Interconnection No. 14 @ Gierlach St. & Francis Ave.	LS	1	\$7,500.00	\$7,500.00					1.00	\$7,500.00	100.0%	
7A15	Interconnection No. 15 @ Gierlach St. & Jackson Ave.	LS	1	\$8,500.00	\$8,500.00					1.00	\$8,500.00	100.0%	
7A16	Interconnection No. 16 @ Gierlach St. & Jackson Ave.	LS	1	\$7,000.00	\$7,000.00					1.00	\$7,000.00	100.0%	
7A17	Interconnection No. 17 @ Gierlach St. & Jackson Ave.	LS	1	\$8,500.00	\$8,500.00					1.00	\$8,500.00	100.0%	
7A18	Interconnection No. 18 @ Gierlach St. & Jackson Ave.	LS	1	\$7,500.00	\$7,500.00					1.00	\$7,500.00	100.0%	
7A19	Interconnection No. 19 @ Gierlach St. & Rutland Ave.	LS	1	\$7,500.00	\$7,500.00					1.00	\$7,500.00	100.0%	
7A20	Interconnection No. 20 @ Gierlach St. & Rutland Ave.	LS	1	\$8,500.00	\$8,500.00					1.00	\$8,500.00	100.0%	
7A21	Interconnection No. 21 @ Gierlach St. & Harlem Rd.	LS	1	\$7,500.00	\$7,500.00					1.00	\$7,500.00	100.0%	
7A22	Interconnection No. 22 @ Gierlach St. & Harlem Rd.	LS	1	\$7,500.00	\$7,500.00					1.00	\$7,500.00	100.0%	
7A23	Interconnection No. 23 @ Michael Ave. & Reiman St.	LS	1	\$6,500.00	\$6,500.00					1.00	\$6,500.00	100.0%	
7A24	Interconnection No. 24 @ Michael Ave. & Reiman St.	LS	1	\$6,500.00	\$6,500.00					1.00	\$6,500.00	100.0%	
7A25	Interconnection No. 25 @ Michael Ave. & Broadway St.	LS	1	\$6,500.00	\$6,500.00	1.00	\$6,500.00		\$6,500.00	1.00	\$6,500.00	100.0%	
7A26	Interconnection No. 26 @ Michael Ave. & Broadway St.	LS	1	\$6,500.00	\$6,500.00					1.00	\$6,500.00	100.0%	
8A1	Water Service Replacement/Installation Near Side	EA	72	\$2,000.00	\$144,000.00					68.00	\$136,000.00	94.4%	\$8,000.00
8B1	Water Service Replacement/Installation Far Side	EA	83	\$2,500.00	\$207,500.00	1.00	\$2,500.00		\$2,500.00	81.00	\$202,500.00	97.6%	\$5,000.00
8C1	Additional Copper Tubing	LF	3,000	\$26.00	\$78,000.00	35.00	\$910.00		\$910.00	2,975.50	\$77,363.00	99.2%	\$637.00
9A	18-inch Diameter Casing Pipe	LF	100	\$825.00	\$82,500.00					117.00	\$96,525.00	117.0%	-\$14,025.00
9D	30-inch Diameter Casing Pipe	LF	100	\$875.00	\$87,500.00					120.00	\$105,000.00	120.0%	-\$17,500.00
10A1	Abandon Existing Water Main No. 1 at Stiglmeier St. and Franklin	LS	1	\$15,000.00	\$15,000.00					1.00	\$15,000.00	100.0%	
10A2	Abandon Existing Water Main No. 2 at Michael Ave. & Broadway St.	LS	1	\$14,000.00	\$14,000.00					1.00	\$14,000.00	100.0%	
11A1	Concrete Sidewalk	SY	1,100	\$80.00	\$88,000.00					1,384.75	\$110,780.00	125.9%	-\$22,780.00
11A2	Concrete Driveway	SY	160	\$90.00	\$14,400.00					578.00	\$52,020.00	361.3%	-\$37,620.00
11A3	Concrete Base Course	SY	100	\$200.00	\$20,000.00								\$20,000.00
11A4	Concrete Curb/Gutter	LF	230	\$80.00	\$18,400.00					320.25	\$25,620.00	139.2%	-\$7,220.00
11B2	Asphalt Driveway Restoration	SY	90	\$75.00	\$6,750.00					196.00	\$14,700.00	217.8%	-\$7,950.00
11B3	Asphalt Pavement Top Course	SY	2,400	\$20.00	\$48,000.00					803.00	\$16,060.00	33.5%	\$31,940.00
11B4	Asphalt Pavement Binder Course	SY	1,400	\$26.00	\$36,400.00					2,009.04	\$52,235.04	143.5%	-\$15,835.04
11B5	Asphalt Pavement Base Course	SY	1,400	\$33.00	\$46,200.00					148.53	\$4,901.49	10.6%	\$41,298.51
11B6	Cold Mill Bituminous Concrete	SY	1,000	\$14.00	\$14,000.00					803.00	\$11,242.00	80.3%	\$2,758.00
11C1	Landscaping	LF	1,400	\$10.00	\$14,000.00					1,320.75	\$13,207.50	94.3%	\$792.50

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): No. CPL-005						Application Number: 11							
Application Period: 05/2020 - 05/07/2021						Application Date: 8/9/2021							
A				B	C	D	E	F	G				
CONTRACT				THIS PERIOD				TOTAL TO DATE					
Bid Item No.	Description	Units	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed	Materials Presently Stored (not in C)	Total Completed and Stored this period (D + E)	Estimated Quantity Installed to Date	Value of Work Installed to Date	% (G / B)	Balance to Finish (B - G)
11C2	Tree Planting	EA	2	\$700.00	\$1,400.00								\$1,400.00
11C3	Removal of Trees	EA	2	\$1,000.00	\$2,000.00					7.00	\$7,000.00	350.0%	-\$5,000.00
12A	Testing & Disinfection	LF	8,330	\$4.00	\$33,320.00	569.00	\$2,276.00		\$2,276.00	6,568.00	\$26,272.00	78.8%	\$7,048.00
13A	Extra Excavation (8 to 10 feet depth)	LF	400	\$45.00	\$18,000.00								\$18,000.00
13B	Extra Excavation (10 to 12 feet depth)	LF	30	\$65.00	\$1,950.00								\$1,950.00
14A	Repair Crew Labor & Equipment	HR	40	\$400.00	\$16,000.00					15.00	\$6,000.00	37.5%	\$10,000.00
15A	Vacuum Truck & Labor	HR	40	\$400.00	\$16,000.00								\$16,000.00
16A	Contingency	LS	1	\$100,000.00	\$100,000.00	0.16	\$16,312.00		\$16,312.00	0.39	\$39,022.00	39.0%	\$60,978.00
Totals					\$2,570,580.00		\$28,498.00		\$28,498.00		\$2,296,782.03	89.3%	\$273,797.97

From: [Molly Jo Musarra](#)
To: [Mark D. Jarmuz](#)
Subject: RE: P201900072 - CPL-005 Water System Improvements Village of Sloan
Date: Monday, February 14, 2022 1:22:03 PM

Hi mark

Their insurance is complete and updated.

Molly

From: Mark D. Jarmuz <mjarmuz@ecwa.org>
Sent: Monday, February 14, 2022 1:17 PM
To: Molly Jo Musarra <mmusarra@ecwa.org>
Subject: FW: P201900072 - CPL-005 Water System Improvements Village of Sloan

Molly,

Are we all set with this one as well? Please let me know.

-Mark

From: Mark D. Jarmuz
Sent: Wednesday, February 9, 2022 9:28 AM
To: Molly Jo Musarra <mmusarra@ecwa.org>
Subject: RE: P201900072 - CPL-005 Water System Improvements Village of Sloan

Molly,

Please see the attached document as requested.

Please let me know if this satisfies your request and if ECWA has all the required documents to show their insurance is in place for 2 years.

Thanks!

-Mark

From: Molly Jo Musarra <mmusarra@ecwa.org>
Sent: Monday, February 7, 2022 10:30 AM
To: Mark D. Jarmuz <mjarmuz@ecwa.org>
Subject: RE: P201900072 - CPL-005 Water System Improvements Village of Sloan

Hi Mark

Can you ask them to send an updated DB 120.1 for proof of NYS Disability. The one we have on file

expired 12/31/2021.

All other insurance is good.

Molly

From: Mark D. Jarmuz <mjarmuz@ecwa.org>

Sent: Monday, February 7, 2022 10:21 AM

To: Molly Jo Musarra <mmusarra@ecwa.org>

Subject: P201900072 - CPL-005 Water System Improvements Village of Sloan

Good morning Molly.

I am in the process of completing the Final Pay Application for CMH Company, Inc. for the above referenced project.

Can you please tell me if we have evidence that their insurance is in effect for two years? Or if we need to obtain additional information from CMH prior to processing the final pay application? CMH does not have an active/current construction project with ECWA.

Thanks!

-Mark

Mark Jarmuz

Distribution Engineer

Erie County Water Authority

3030 Union Road

Cheektowaga, NY 14227-1097

T: 716.685.8266

M: 716.310.4379

mjarmuz@ecwa.org



Confidentiality Notice: This electronic mail transmission is intended for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender which is protected by the attorney-client privilege/otherwise. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by e-mail and delete the original message. Thank you for your cooperation.



February 8, 2022

Erie County Water Authority
295 Main St,
Buffalo NY 14203

Re: CMH Company Inc
Bond# 5425847

To Whom It May Concern:

On 4/30/2020, a Performance and Payment Bond was issued for the above client for Contract No. CPL-005, Water System Improvements, Village of Sloan, Project No. 201900072. It is our understanding that this project is complete and the contract can be closed out.

The Payment bond will stay in full force and effect for one (1) year after the final acceptance date and the final payment becomes due.

The Performance Bond will remain in full force and effect for two (2) years after the final acceptance date and the final payment becomes due.

Please feel free to contact me should you have additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Dina M. Marinaro", with a long horizontal flourish extending to the right.

Dina M Marinaro

Attorney-in-Fact

Old Republic Insurance Company

90 John Muir Dr
Amherst NY 14228

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

Greeting: Know Ye, That C. M. H. Co. Inc.
12750 North Rd
Alden NY 14004

NAME AND ADDRESS OF CORPORATION

For and in consideration of the sum of _____ dollars (\$ 2,296,782.⁰³),

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:

C M H Co 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 Mark Metz *in witness Whereof*, the

C.M.H Co Inc. has caused its
corporate seal to be hereunto affixed, and
these presents to be signed by its duly authorized
officer this 14 day of JANUARY
Two Thousand and 22

By [Signature] PRES

State of New York)

County of Erie ss.

State of NY)
Town Alden

On this 14th day of JANUARY, Two Thousand
and Twenty Two, before me personally came Mark Metz to
me personally known who, being by me duly sworn did depose and say that he/she resides in
County of Erie Town of Alden that he/she is
the President of CMH 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.

[Signature]

DANIEL P MCNAMARA
Notary Public-State of New York
Qualified in Erie County
My Commission Expires 05/04/ 2025



AIA Document G706™ - 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: WATER SYSTEM IMPROVEMENTS VILLAGE ARCHITECT'S PROJECT NUMBER: CPL-005 OWNER:
 TO OWNER: DIC SCOAN CONTRACT FOR: 201900072 ARCHITECT:
ECWA CONTRACT DATED: MAY 6 2020 CONTRACTOR:
 SURETY:
 OTHER:

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:

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

CONTRACTOR: (Name and address)
C.M.H. COMPANY INC
12750 NORTH ROAD
ALDEN N.Y 14004

BY: [Signature]
 (Signature of authorized representative)

MARK METZ PRES
 (Printed name and title)

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).

Subscribed and sworn to before me on this date:

Notary Public:
 My Commission Expires:

 **AIA**® Document G706A™ - 1994

Contractor's Affidavit of Release of Liens

PROJECT: Water System Improvement Village of Sloan ARCHITECT'S PROJECT NUMBER: CPL 005 OWNER:
TO OWNER: ECWA CONTRACT FOR: 20190002 ARCHITECT:
CONTRACT DATED: May 5 2020 CONTRACTOR: SURETY:
OTHER:

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:

C.M.H. COMPANY INC
12750 NORTH ROAD
ALDEN N.Y 14004
CONTRACTOR: (Name and address)

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.

BY:


(Signature of authorized representative)
MARK METZ PRES
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

**CONSENT OF SURETY
TO FINAL PAYMENT** #5425847
AIA Document G707
(Instructions on reverse side)

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

☐
☐
☐
☐
☐

TO OWNER:
(Name and address)
Erie County Water Authority
295 Main St, Buffalo NY 14203

PROJECT:
(Name and address)
Water System Improvements Village of Sloan

ARCHITECT'S PROJECT NO.:
201900072
CONTRACT FOR:
Water System Improvements
CONTRACT DATED: 4/30/2020

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

Old Republic Insurance Company
681 Andersen Dr., Foster VI Pittsburgh, PA 15220

, SURETY,

on bond of
(Insert name and address of Contractor)

CMH Company, Inc.
12704 North Road
Alden, NY 14004

, 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 St, Buffalo NY 14203

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date 9/15/2021
(Insert in writing the month followed by the numeric date and year)

Old Republic Insurance Company

(Surety)

(Signature of authorized representative)

Dina M Marinaro Attorney-in-Fact

(Printed name and title)

Attenu
(Seal):

Daniel P Mcnamara



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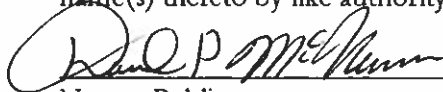
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G707-1994

ACKNOWLEDGEMENT OF SURETY

STATE OF NY
COUNTY OF ERIE

On this 15th day of September, in the year 2021, before me personally came Dina M Marinaro, to me known, who, being by me duly sworn, did depose and say that he/she/they resides in Erie Co NY, that he/she they (is) (are) the Attorney-in-Fact duly appointed of Old Republic Insurance Company, the corporation described in and which executed the above instrument; that he/she/they know 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.



Notary Public

DANIEL P MCNAMARA
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires 5/14/2025



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint **RALPH J VANNER JR, DINA MARINARO, TOM VANNER of AMHERST, NY**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 3rd day of August, 2020

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 3rd day of August, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



72-5001

Signed and sealed at the City of Brookfield, WI this 15th day of September, 2021

Karen J. Haffner
Assistant Secretary

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: C.M.H.

CONTRACT: CPL-005

MBE	TOTAL AMOUNT EXPENDED
P16 FT OF NEW YORK LLC.	\$110,000.00
E.O. MILITELLO CONCRETE	156,892.57

TOTAL OF ALL MBE SUB-CONTRACTS \$ 266,892.57

AMOUNT OF CONTRACT 2,296,782.03

FINAL MBE PERCENTAGE 11.5%

I, MARK METZ, as an official representative of C.M.H. COMPANY, INC

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

MARK METZ
NAME
PRES
TITLE
9/14/21
DATE