

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

**Contract:** \_\_\_\_\_ **Project No.:** 202000154  
**Project Description:** Furnish Booster Pumps and Motors for Pump Stations.

**Item Description:**

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

**Action Requested:**

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

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

<input checked="" type="checkbox"/> Sr. Production Engineer	<u><i>Richard Aguirre</i></u>	Date: <u>12/9/2020</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u><i>Russell J. Hall</i></u>	Date: <u>12-9-2020</u>
<input checked="" type="checkbox"/> Executive Engineer	<u><i>Leonard F. Kovalick</i></u>	Date: <u>12/09/2020</u>
<input checked="" type="checkbox"/> Director of Administration	<u><i>Devonija Lester</i></u>	Date: <u>12/9/2020</u>
<input checked="" type="checkbox"/> Risk Manager	<u><i>Molly Jo Musarra</i></u>	Date: <u>12/09/2020</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u><i>Karen A. Brendegast</i></u>	Date: <u>12/09/2020</u>
<input checked="" type="checkbox"/> Legal	<u><i>Margaret A. Murphy</i></u>	Date: <u>12/9/2020</u>

**APPROVED FOR BOARD RESOLUTION:**

<input checked="" type="checkbox"/> Secretary to the Authority	<u><i>TJ</i></u>	Date: <u>12/09/20</u>
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**Remarks:** Unit price contract

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



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

December 9, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Clayton J. Johnson, Production Engineer *CJJ*

Subject: Furnish Booster Pumps and Motors for Pump Stations.  
ECWA Project No. 202000154

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A number of pumps in the Authority's pump stations are nearing the end of their useful life. Five of them are scheduled to be replaced this year: two at the Eden 2 Pump Station, 1 at the Hamburg Pump Station, and two at the Lakeview Pump Station. The above referenced contract will allow ECWA to procure the pumps.

Production Department is seeking Board Resolution to Advertise for the above referenced contract. 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.
- One (1) set of Contract Documents.

The Project Manual needs to be reviewed by the Risk Manager and the Legal Department before the Board can provide the Authorization to Advertise.

**Budget Information:**

Unit: 1020

Capital Budget Item No.: 101480 - Pump  
Station Pump Replacement

CJJ:BPS:jmf  
Attachment  
cc: R.Stoll  
L.Kowalski  
M.Wymer  
L.Lester  
B.Stoll

ECWA-102-2001-X-12

Set No: \_\_\_\_\_

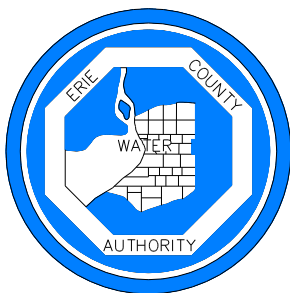
**Invitation to Bid**

**Furnish Booster Pumps and Motors  
For Pump Stations**

**Project No. 202000154**

**December 2020**

**Erie County Water Authority**  
3030 Union Road  
Cheektowaga, New York 14227





# Erie County Water Authority

3030 Union Road • Cheektowaga, New York 14227-1097  
716-684-1510 • FAX 716-684-3937

## INVITATION TO BID

BID DESCRIPTION: FURNISH BOOSTER PUMPS AND MOTORS FOR PUMP STATIONS

PROJECT No.: 202000154

OPENING DATE: **xxx**

TIME: **XX:XX a.m.**

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If an APPENDIX document does not have an X on the line preceding it, then the APPENDIX document will not be a contract requirement.

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

FURNISH BOOSTER PUMPS AND MOTORS  
FOR PUMP STATIONS  
PROJECT NO: 202000154

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids for the furnishing of all labor, plant, tools, equipment and specified materials or services **for furnishing booster pumps and motor for pump stations.**

Bids must be received by the Erie County Water Authority no later than (Time) a.m. prevailing time, on (Day of week, Date) at the Service Center Front Desk, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227.

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

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

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

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

All bids being mailed (including FedEx, UPSA, Priority Mail, etc.) or delivered shall be directed to the "SERVICE CENTER FRONT DESK" at the address listed above in a sealed envelope "BID ENCLOSED-ECWA PN 202000154 FURNISH BOOSTER PUMPS AND MOTORS FOR PUMP STATIONS."

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

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

In accordance with State Finance Law §§139-j and 139-k, all questions about meaning or intent of the bidding documents shall be submitted to the designated contact person in writing. The designated contact is Clayton J. Johnson, PE, Production Engineer, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227, telephone 716-345-5076.

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

ERIE COUNTY WATER AUTHORITY

TERRENCE D. McCracken  
Secretary to the Authority

## **INSTRUCTIONS TO BIDDERS**

1. **BID SHALL BE SUBMITTED ON THESE ERIE COUNTY WATER AUTHORITY (the “Authority”) BID FORMS** or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. **ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.**
2. **LATE PROPOSALS.** Any bids received at the Authority after the date and time prescribed will not be considered for contract award.
3. **ADDENDA.** All questions about the meaning or intent of the Bidding Documents shall be submitted to the Authority in writing and received by the Authority at least ten (10) days prior to the date for the opening of Bids. Interpretations, clarifications, and/or supplemental instructions considered necessary by the Authority in response to such questions will be issued by Addenda. Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by the Authority. All Addenda will be mailed by either Registered or Certified mail, with return receipt requested to all parties recorded by the Authority as having received the Bidding Documents, for receipt not later than three (3) days prior to the date for the opening of Bids. Failure of any Bidder to receive any such Addendum shall not relieve any bidder from any obligation of the bid submitted. All Addenda so issued shall become part of the Contract Documents. All Addenda must be submitted with the bid proposal and be properly signed by the Bidder. Only questions answered by Addenda will be binding. The Authority will not be responsible for any other explanations or interpretation of such documents which anyone presumes to make on behalf of the Authority before expiration of the time set for the receipt of Bids. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Oral and other interpretations or clarifications will be without legal effect.
4. **EMERGENCY CLOSINGS.** In the event of an emergency closing of certain Authority facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Secretary to the Authority's control, only bids received prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
5. **ANY CHANGE IN WORDING OR INTERLINEATION OF THE ADVERTISEMENT AS PUBLISHED BY THE AUTHORITY** shall be reason to reject the proposals in the event that such change in the Advertisement to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than are provided for in the proposal form, escalation clauses or irregularities of any kind.
6. **THE AUTHORITY, IN THE BEST INTERESTS OF THE PUBLIC, RESERVES THE RIGHT TO REJECT** any and all bids, to accept either in whole or in part any one bid or combination of bids as may be provided in the bid specifications, and to waive any

informalities in bids. The Authority does not obligate itself to accept the lowest or any other proposal, and reserves the right to re-bid.

7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. An EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid. See, § 7 of the Proposed Contract Documents
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the Authority to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE AUTHORITY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE AUTHORITY. Bids shall not include any State or local excise, sales, transportation or other tax, unless State law specifically levies such tax on purchases made by a public benefit corporation created by the State of New York. The Authority Purchase Order is an exemption certificate. Any applicable taxes from which the Authority is not exempt shall be listed separately as cost elements and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to Bidder's performance under this contract.
14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The Authority may terminate contracts or purchase orders, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of the contract or purchase order. The Authority may also terminate a contract or purchase order if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the contract or purchase order. In the event that it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the contract or purchase order and/or exercise any other remedy available to it under existing law.
15. ANY CASH DISCOUNT which is part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Authority policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Authority will take the discount when



payment is made. The Authority will not pay any interest charges nor refund discount amounts taken after the discount period. If this procedure is unsatisfactory, please quote net.

16. ANY ADDITIONAL INFORMATION which bidder desires to add to the bid shall be written on a separate sheet of paper attached to and submitted with the formal sealed bid to be read at the formal opening.
17. WARRANTY: Notwithstanding anything to the contrary herein contained, BIDDER agrees that the warranties as prescribed by the Laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the Laws of the State of New York. The obligations of BIDDER herein are independent of any other obligations.
18. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45-day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice upon the Secretary to the Authority of his intention to do so.
19. PRICES CHARGED TO THE ERIE COUNTY WATER AUTHORITY are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
20. PRICE IS FIRM. The unit prices bid shall remain firm and any other charges bid shall also remain firm for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
21. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the Authority requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the Authority. All extensions shall be submitted in writing and shall have prior approval by the Secretary to the Authority.
22. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Authority will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
23. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid or any contract or purchase order entered into pursuant to this bid, and agrees that he or its officers will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission done or omitted in connection therewith if called

before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

**BID SPECIFICATIONS**

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

**PART 1 GENERAL**

**1.01 GENERAL**

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

**1.02 SUBMITTAL ADMINISTRATIVE REQUIREMENTS**

- A. Submittals of Shop Drawings shall be made to the OWNER at the address listed below:  
Clayton J. Johnson PE, Production Engineer  
Erie County Water Authority  
3030 Union Road  
Buffalo, New York 14227  
[cjohnson@ecwa.org](mailto:cjohnson@ecwa.org)
- B. Letter of Transmittal for Submittals:
  - 1. Provide separate letter of transmittal with each submittal. Each submittal shall be for one Specification Section.
  - 2. At the beginning of each letter of transmittal and each letter of inquiry, provide a reference heading indicating the following:
    - a. OWNER's Name: \_\_\_\_\_
    - b. Project Name: \_\_\_\_\_
    - c. Contract No.: \_\_\_\_\_
    - d. Transmittal No.: \_\_\_\_\_
    - e. Section No.: \_\_\_\_\_
  - 3. For submittals with proposed deviations from requirements of the Contract Documents, the letter of transmittal shall specifically describe each proposed variation.
- C. All Shop Drawings submitted shall bear SUPPLIER's stamp of approval and signature, as evidence that submittal has been reviewed by SUPPLIER and verified as complete and in accordance with the Contract Documents. Submittals without this SUPPLIER's stamp of approval will not be reviewed by the OWNER and will be returned to the SUPPLIER.

1. SUPPLIER’s stamp shall contain the following:

“Project Name: \_\_\_\_\_

Contractor’s Name: \_\_\_\_\_

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

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

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

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

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

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

D. The SUPPLIER shall initially submit to OWNER a full electronic submittal file. Initial submittal does not require paper copy, only final approved submittal shall be provided with two (2) full paper copies, along with the electronic final copy.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Owner.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
  - a. Project name.
  - b. Date.
  - c. Name of firm or entity that prepared submittal.
  - d. Names of subcontractor, manufacturer, and/or supplier.
  - e. Indication of full or partial submittal.
  - f. Transmittal number numbered consecutively.
  - g. Remarks.

F. Processing Time: Allow time for submittal review, including time for resubmittals, as follows.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. OWNER will advise SUPPLIER when a submittal being processed must be delayed for coordination.

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

### 1.03 SUBMITTAL PROCEDURES

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

- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- E. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- F. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- G. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- H. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- I. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- J. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

#### 1.04 OWNER'S REVIEW

- A. Submittals not required in the Contract Documents will not be reviewed and will not be recorded in OWNER'S submittal log. All hardcopies of such submittals will be returned to SUPPLIER.
- B. Submittals, Results of OWNER'S Review: Each submittal will be given one of the following dispositions:
  - 1. Approved: Upon return of submittal marked "Approved", order, ship, or fabricate materials and equipment included in the submittal (pending OWNER'S approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents.
  - 2. Approved as Corrected: Upon return of submittal marked "Approved as Corrected", order, ship, or fabricate materials and equipment included in the submittal (pending OWNER'S approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, provided it is in accordance with corrections indicated.

3. Approved as Corrected – Resubmit: Upon return of submittal marked “Approved as Corrected – Resubmit”, order, ship, or fabricate materials and equipment included in the submittal (pending OWNER’s approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, provided it is in accordance with corrections indicated. Provide to OWNER record re-submittal with all corrections made. Receipt of corrected re-submittal is required before materials or equipment covered in the submittal will be eligible for payment.
4. Revise and Resubmit: Upon return of submittal marked “Revise and Resubmit”, make the corrections indicated and re-submit to OWNER for approval.
5. Not Approved: This disposition indicates material or equipment that cannot be approved. Upon return of submittal marked “Not Approved”, repeat initial submittal procedure utilizing approvable material or equipment.

## SECTION 2- HORIZONTAL SPLIT CASE CENTRIFUGAL PUMP AND MOTOR ASSEMBLIES

### PART 1 GENERAL

#### 1.01 DESCRIPTION

##### A. Scope:

1. This Section includes the provision for furnishing horizontal split case centrifugal pump and motor assemblies, as specified herein, for installation by OWNER.
2. The SUPPLIER is responsible for delivery of each set of pump and motor assemblies ECWA’s Service Center (3030 Union Road, Cheektowaga, NY 14227). SUPPLIER shall provide OWNER a minimum 72-hour prior notice of scheduled delivery date.

#### 1.02 QUALITY ASSURANCE

##### A. Manufacturer’s Qualifications:

1. Manufacturer shall have a minimum of ten years of experience producing substantially similar equipment and shall be able to show evidence of at least five installations in satisfactory operation for at least ten years.
2. The manufacturer of the pumping units shall have a quality management system in place and shall be ISO 9001:2015 certified and ISO 14001:2015 environmental management systems certified.

##### B. Component Supply and Compatibility:

1. Obtain all equipment included in this Section regardless of the component manufacturer from a single centrifugal axial split case pumps manufacturer.

2. The centrifugal axial split case pumps equipment manufacturer shall review and approve or prepare all Shop Drawings and other submittals for all components furnished under this Section.
3. All components shall be specifically constructed for the specified service conditions and shall be integrated into the overall assembly by the centrifugal axial split case pumps equipment manufacturer.

### 1.03 REFERENCES

#### A. Standards referenced in this Section are listed below:

1. American Bearing Manufacturers Association, (ABMA).
2. American National Standards Institute, (ANSI).
3. American Water Works Association, (AWWA).
4. Hydraulic Institute, (HI).
5. Institute of Electrical and Electronic Engineers, (IEEE).
6. IEEE 85, Airborne Sound Measurements - Rotating Electrical Machinery.
7. National Electrical Code, (NEC).
8. National Electrical Manufacturers Association, (NEMA).
9. National Sanitation Foundation, (NSF).
10. The American Society of Mechanical Engineers (ASME)

### 1.04 SUBMITTALS

#### A. Action Submittals: Submit the following:

1. Product Data:
  - a. Manufacturer's literature, illustrations, specifications and engineering data including: dimensions, materials, size, weight, performance data and curves showing overall pump efficiencies, required net positive suction head, allowable suction lift, flow rate, head, brake horsepower, motor horsepower, speed and shut-off head.
  - b. Motor tests and data as described herein.
2. Shop Drawings
  - a. Fabrication, assembly, installation and wiring diagrams.
3. Guarantee.
4. Certified pump tests for all pumps.

#### B. Bid Statement:

1. A statement shall be provided with the bid indicating that the pump manufacturer has reviewed the pump suction conditions on the Drawings along with the indicated normal and low suction pressures and that the manufacturer's pumping units will operate without NPSH, entrance, and other hydraulically related problems. If the



manufacturer does not believe the units will operate properly, they shall state so and list what modifications must be made before they can guarantee correct performance.

C. Operation and Maintenance Data:

1. Submit complete installation, operation and maintenance manuals including test reports, maintenance data and schedules, description of operation and spare parts information.
2. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
3. Source Information: For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent.
4. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - a. Standard printed maintenance instructions and bulletins.
  - b. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - c. Identification and nomenclature of parts and components.
  - d. List of items recommended to be stocked as spare parts.
5. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - a. Test and inspection instructions.
  - b. Troubleshooting guide.
  - c. Precautions against improper maintenance.
  - d. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - e. Aligning, adjusting, and checking instructions.
  - f. Demonstration and training videotape, if available.
6. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
7. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
8. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
9. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

10. Warranty: Include copies of warranties and lists of circumstances and conditions that would affect validity of warranties.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and handle the pumps and motors in accordance with the manufacturer's recommendations.
- B. Deliver all pump and motor assemblies to the following address:
1. ECWA Service Center: 3030 Union Road, Buffalo, NY 14227.1.06  
WARRANTY

- A. The pumps shall be free of defects in materials and workmanship and shall be guaranteed to operate satisfactorily under proper application for two years from date of pump delivery to OWNER.

### PART 2 PRODUCTS

#### 2.01 EQUIPMENT PERFORMANCE

##### A. System Description:

1. Pumps shall be the axial split case horizontal, single stage centrifugal type. Each pump shall be designed and constructed for its intended and continuous service.
2. To eliminate the need for additional fittings, reducers, or special adapters, each pump shall comply with the specified dimensions, for alignment of pump suction and discharge connections to existing piping, including diameters, without modifications, as follows:
  - a. Eden #2 Station Pump No. 1 & Pump No. 2:
    - 1) Suction/Discharge connections shall be on the same centerline, in the horizontal plane, with a flange to flange dimension, or laying length of a maximum of 25.0-inches.
    - 2) Laying length of pump volute centerline to terminal end of discharge flange in the horizontal plane shall be a maximum of 18.5-inches
    - 3) Centerline elevation of pump suction/discharge connections, from the bottom of the base, shall be a maximum of 9.0-inches.
    - 4) Pump shall fit on existing 61 ½-inch length by 23-inch width concrete pad. Concrete pad height approximately 6 ¾-inches.
  - b. Hamburg Station Pump No. 3:
    - 1) Suction/Discharge connections shall be on the same centerline, in the horizontal plane, with a maximum flange to flange dimension, or laying length of 24.5-inches.
    - 2) Laying length of pump volute centerline to terminal end of discharge flange in the horizontal plane shall be a maximum of 34-inches.

APPENDIX B

- 3) Centerline elevation of pump suction and discharge connections, from the bottom of the base, shall be a maximum of 11.0-inches.
- 4) Pump shall fit on existing 63 ½-inch length by 23 ½-inch width concrete pad. Concrete pad height approximately 6 ¾-inches.

c. Lakeview Station Pump Nos.1 & 2:

- 1) Suction/Discharge connections shall be on the same centerline, in the horizontal plane, with a maximum flange to flange dimension, or laying length of 305-inches.
- 2) Laying length of pump volute centerline to terminal end of discharge flange in the horizontal plane shall be a maximum of 33.0-inches
- 3) Centerline elevation of pump suction and discharge connections, from the bottom of the base, shall be to a maximum of 9.0-inches
- 4) Pump No 1. shall fit on existing 71 ½-inch length by 27 ½-inch width concrete pad. Concrete pad height approximately 9 ½- inches.
- 5) Pump No 2. shall fit on existing 71-inch length by 28-inch width concrete pad. Concrete pad height approximately 6-inches.
3. The thrust of each pump at any point on its design curve shall not exceed the standard thrust rating of the motor.
4. All pumping units shall be designed to withstand reversal up to 150 percent of full speed without damage to or failure of any part of the pumping unit.
5. All pumps shall be designed to withstand operating pressures of 175 psi.
6. Pump shall be clockwise rotation when viewed from the driver end looking at pump.
7. Any fittings, reducers, and/or adapters required for a particular pump to fit the existing piping in the booster station shall be provided and included in the SUPPLIER's bid price.

B. Design and Performance Criteria: Each pump shall comply with the following:

<b>DESIGN CONDITIONS</b>	A.	B.	C.
Location	Eden #2 PS P1 & P2	Hamburg PS P3	Lakeview PS P1 & P2
Existing Pump currently in-service Manufacturer and Part Number	<b>Patterson 5X4 M</b>	<b>ITT 8100-6X4X10M</b>	<b>ITT 8100-8X6X17M</b>
Liquid Pumped:	Potable Water	Potable Water	Potable Water
Number required	2	1	2
<sup>1</sup> Flow at 1 <sup>st</sup> Design Point (gpm)	500	800	1000
<sup>1</sup> Total Head at 1 <sup>st</sup> Design Point (ft.)	165	185	180

<b>DESIGN CONDITIONS</b>	A.	B.	C.
Location	Eden #2 PS P1 & P2	Hamburg PS P3	Lakeview PS P1 & P2
Existing Pump currently in-service Manufacturer and Part Number	<b>Patterson 5X4 M</b>	<b>ITT 8100- 6X4X10M</b>	<b>ITT 8100- 8X6X17M</b>
<sup>1</sup> Minimum Pump Efficiency at 1 <sup>st</sup> Design Point (%)	81	71	74
<sup>3</sup> Flow at 2 <sup>nd</sup> Design Point (gpm)	700	1050	1400
Total Head at 2 <sup>nd</sup> Design Point (ft.)	150	125	153
Minimum Pump Efficiency at 2 <sup>nd</sup> Design Point (%)	74	63	81
Head at Zero Flow (ft)	170	250	195
Suction Size (in.)	5	6	8
Discharge Size (in.)	4	4	6
Temperature, (°F)	35 – 75	35 – 75	35 – 75
Motor Type	TEFC, Invertor Duty	TEFC, Invertor Duty	TEFC, Invertor Duty
Motor Power Supply	480 VAC/3- Ph/60 Hz	480 VAC/3- Ph/60 Hz	480 VAC/3- Ph/60 Hz
<sup>4</sup> Motor Size (HP)	50	60	75
Max. Motor Speed, (rpm)	1780	3555	1775
Drive Type	VFD	VFD	VFD

## 2.02 MANUFACTURERS

A. Pump Products and Manufacturers: Provide pumps from one of the following manufacturers:

1. Patterson.
2. Aurora-Pentair
3. ITT Industries/Gould

## 2.03 DETAILS OF CONSTRUCTION

A. Pump Materials and Construction:

1. Casing:
  - a. The pump casing shall be cast iron conforming to ASTM Designation A48, Class 30 with sufficient metal thickness to ensure long life, accurate alignment,

and reliable operation, with Belzona 1321 ceramic coating (see section 2.05 for details.)

- b. The casing shall be horizontally split; single volute type with the suction and discharge flanges cast integrally with the lower half in order that the upper part may be removed for inspection of the rotating element without disturbing pipe connections or pump alignment.
  - c. Pump mounting feet are to be cast integrally into the lower half casing with the mounting surface completely machined. The joint between halves of the casing shall be heavily flanged and bolted and provided with dowel pins to insure accurate alignment. The upper half-casing flange shall have tapped holes for jackscrews. The interior shall be smooth and free from surface defects
  - d. The upper casing half shall be removable without disturbing the suction or discharge piping.
  - e. The casing shall be furnished with valve openings for venting the high points of the casing, for priming, and for draining. Pressure instrument taps ( $1/2$ " NPT) shall be provided at suction and discharge flanges, for gauge and switch connections.
  - f. Suction and discharge flanges shall be located on a common vertical centerline in the lower half of the casing. They shall conform to the requirements of ANSI Specification B16.1, Class 125.
  - g. Replaceable bronze wearing rings shall be provided in the casing.
  - h. A stainless-steel Type 316 nameplate securely mounted to the equipment providing, at a minimum, the manufacturer's model and serial number, rated capacity, head, speed, impeller diameter and all other pertinent data shall be attached to the pump.
2. Impeller:
- a. Type: Double suction enclosed, statically and dynamically balanced and finished smooth all over and of ample strength and stiffness for maintaining the maximum capacity of the unit.
  - b. Material: Aluminum bronze (ASTM B505-954) or equal.
  - c. Impeller shall be keyed to the shaft and axially positioned between shaft sleeves which shall be locked with shaft nuts located outside of the stuffing boxes.
  - d. The impeller shall be capable of a 5% head increase at the rated condition by replacement of the impeller with a larger diameter.
3. Wear Rings:
- a. At the running joint between the suction and discharge chambers, there shall be provided replaceable wear rings on both the casing and impeller.
  - b. The casing rings shall be of ASTM B505-952 bronze, positioned in the casing and locked against rotation by the upper half of the case.
  - c. Impeller rings shall be of ASTM B505-954 bronze, so fastened that they cannot rotate or become loose when the pump is subjected to reversed rotation. The rings shall be made to limit gauges, so that they may be renewed without fitting.

4. Shaft:
  - a. Material: High grade AISI C1045, or 1141 carbon steel, or equal.
  - b. The shaft shall be of such dimensions that the maximum combined stress due to bending and torsion shall not exceed 8,000 pounds per square inch under the most severe conditions of operation. Shaft shall be minimum 1-1/2”.
  - c. The shaft shall be accurately machined over its entire length. The first critical speed of the rotating assembly shall occur at not less than 150% of the rated speed.
  - d. Threads on the pump shaft shall be located outside of the stuffing box.
  - e. The shaft shall be accurately machined and sized to transmit the maximum power required while maintaining its alignment under all operating conditions.
  - f. Shaft deflection shall be less than 0.002” at any point of operation on the pump curve.
5. Shaft Sleeves:
  - a. Shaft sleeves shall extend from the hub of the impeller, through the seal box area, and beyond the gland.
  - b. Sleeves shall be sealed at impeller hub by a Buna-N O-ring to prevent pumped liquid from contacting the shaft.
  - c. Material: Bronze, ASTM B62.
6. Stuffing Boxes and Mechanical Seal:
  - d. Stuffing boxes shall be water sealed and designed to prevent air leakage into the pump under all conditions of operation. Stuffing boxes shall accept mechanical seals without modification to the stuffing box.
  - e. Stuffing boxes shall be provided with mechanical shaft seals.
  - f. Sealing of the pump liquid cavity shall be a face type mechanical seal, with NI-resist stationary seat, carbon sealing washer, Buna-N rubber flexible members, stainless steel Type 303 metal parts and spring.
  - g. Seal to be rated for 225 deg-F @ 150 psig. Seal shall be mounted over a bronze shaft sleeve John Crane Type 21 or approved equal.
  - h. Pump shaft sleeves shall be furnished with a pre-machined groove designed to accept a setting ring, which shall eliminate the need for set collars or stop collars. Seals requiring stop or set collars with setscrews are not acceptable.
  - i. The rotating seal ring shall be provided with a 360-degree rubber encasement to provide a positive drive for the seal face without the need for metal drive notches which may cause face distortion or notch wear. The seal rings shall be permanently fixed in place and full flatness maintained by a precision crimp in the outer seal case.
  - j. The mechanical seal shall be of a convoluted design which permits free movements providing constant adjustment for shaft endplay and seal face wear. Positive face contact with the stationary seat shall always be maintained.
  - k. To ensure positive sealing by free movement of the seal head, the seal shall feature a hex style outer shell and drive band which shall absorb start-up and

running torque and shall eliminate in stress on the diaphragm. Metal components shall freely engage and shall not be subject to lock down due to friction wear.

1. Suitably valve connecting lines or passages shall be provided on the upper half casing leading from the discharge volute to the stuffing box for lubricating the stuffing boxes with the liquid being pumped. The lines shall be either copper or stainless-steel type. Plastic seal lines or internal seal lubrication configurations shall not be acceptable.
7. Bearings and Housings:
    - a. Housings shall be one-piece, rigid cast iron construction and shall be bolted directly to the casing. Housing shall be provided with a grease fitting and plugged relief port.
    - b. Housing shall be designed to flush lubricant through and provide continuous cleaning of the bearing surfaces and protection against overheating.
    - c. Bearings shall be anti-friction ball type, grease or oil lubricated, designed for 250,000 hours average life.
    - d. The pump shall be provided with a single row inboard bearing, for radial loads, and shall be arranged to permit freedom for thermal expansion.
    - e. The pump shall be provided with a double row of outboard bearings, for thrust loads, and shall be mounted in place to maintain the rotating element in its proper axial location.
    - f. Each bearing shall be mounted in a machined housing that shall be moisture and dust proof.
  8. Baseplate:
    - a. A one-piece fabricated steel baseplate of adequate rigidity to support the pump and motor shall be furnished.
    - b. Baseplate shall be designed and constructed to permit pump suction and discharge connection to existing piping without modifications.
    - c. Each baseplate shall be provided with means for collecting and draining oil and water.
    - d. Each baseplate shall include a grout hole and drip rim with tapped drain with non-shrink, non-metallic grout.
  9. Coupling:
    - a. Couplings shall have a minimum 1.5 service factor based on the drive rated horsepower and protected with an approved guard.
    - b. Couplings shall be of the metal hubs spring loaded type. Falk T-10 or T-20; or equal.
    - c. Coupling Guard: Guard shall be all-metal completely enclosing the coupling.

## B. Three Phase – Squirrel Cage Motors.

1. 3-phase power, squirrel cage motors shall have the following characteristics:
  - a. Starting Torque: NEMA Design B characteristics.
  - b. Locked Rotor Current: NEMA Design B characteristics.
  - c. Power Output, Locked Rotor Torque, Breakdown or Pull-Out Torque: NEMA Design B characteristics.
  - d. Design, Construction, Testing, and Performance: Conform to NEMA MG 1 for Design B motors.
  - e. Insulation System: NEMA Class F or better
  - f. Service Factor: 1.15 minimum
2. Test motors in accordance with NEMA MG-1-12 and IEEE 112, *IEEE Standard Test Procedure for Polyphase Induction Motors and Generators*. Each motor shall receive a routine commercial test to verify freedom from electrical or mechanical defects. Provide prototype test reports for each rating.
  - a. No motor shall be shipped from the motor manufacturer's plant until all test data has been approved by the OWNER.
3. The motors shall be NEMA Standard T-Frames of steel, aluminum, or cast iron; open drip-proof (ODP) or totally enclosed fan cooled (TEFC). Motor shall be designed for direct coupling without modification.
4. Motors shall have grease lubricated, double shielded anti-friction ball bearings, with housings equipped with provision for re-lubrication:
  - a. The bearings shall have a rated L-10 fatigue life per ANSI/ABMA 9 – *Load Ratings and Fatigue Life for Ball Bearings* of 150,000 hours for direct-coupled applications.
  - b. Bearing cavities and greasing passages shall be thoroughly cleaned of all debris before lubricating. Motors shall be lubricated at the factory with Exxon Mobil Polyrex EM grease.
5. Do not select motors to operate continuously above rated load, in the service factor area. Motors shall be capable of carrying full load current continuously without injurious temperature rise in an ambient temperature of 40°C.
6. General purpose, single-speed motors shall be NEMA Premium™ labeled motors or motors with full-load nominal efficiency not less than that tabulated below when tested in accordance with IEEE Std. 112, sub clause 6.4, Method B.

NOMINAL FULL-LOAD EFFICIENCY						
MOTOR HP	NUMBER OF POLES / SYNCHRONOUS SPEED, RPM					
	ODP MOTORS			TEFC MOTORS		
	2 3600	4 1800	6 1200	2 3600	4 1800	6 1200
1	77.0	85.5	82.5	77.0	85.5	82.5
1.5	84.0	86.5	86.5	84.0	86.5	87.5
2	85.5	86.5	87.5	85.5	86.5	88.5



NOMINAL FULL-LOAD EFFICIENCY						
MOTOR HP	NUMBER OF POLES / SYNCHRONOUS SPEED, RPM					
	ODP MOTORS			TEFC MOTORS		
	2 3600	4 1800	6 1200	2 3600	4 1800	6 1200
3	85.5	89.5	88.5	86.5	89.5	89.5
5	86.5	89.5	89.5	88.5	89.5	89.5
7.5	88.5	91.0	90.2	89.5	91.7	91.0
10	89.5	91.7	91.7	90.2	91.7	91.0
15	90.2	93.0	91.7	91.0	92.4	91.7
20	91.0	93.0	92.4	91.0	93.0	91.7
25	91.7	93.6	93.0	91.7	93.6	93.0
30	91.7	94.1	93.6	91.7	93.6	93.0
40	92.4	94.1	94.1	92.4	94.1	94.1
50	93.0	94.5	94.1	93.0	94.5	94.1
60	93.6	95.0	94.5	93.6	95.0	94.5
75	93.6	95.0	94.5	93.6	95.4	94.5
100	93.6	95.4	95.0	94.1	95.4	95.0
125	94.1	95.4	95.0	95.0	95.4	95.0
150	94.1	95.8	95.4	95.0	95.8	95.8
200	95.0	95.8	95.4	95.4	96.2	95.8
250	95.0	95.8	95.4	95.8	96.2	95.8
300	95.4	95.8	95.4	95.8	96.2	95.8
350	95.4	95.8	95.4	95.8	96.2	95.8
400	95.8	95.8	95.8	95.8	96.2	95.8
450	95.8	96.2	96.2	95.8	96.2	95.8
500	95.8	96.2	96.2	95.8	96.2	95.8

7. Motor Sensors:
  - a. Each motor shall be provided two sets of three normally closed thermostats (one per phase), each set wired in series, with conductors brought out to the motor termination box.
  - b. Two (2) temperature levels are to be detected by each set of normally closed thermostats: alarm (or initial rise above normal) and shutdown (on further rise approaching critical).
8. Each motor shall be provided with a space heater, sized per manufacturer's requirements and shall operate on 110 VAC.
9. Conduit Box and Leads:
  - a. The conduit box shall be oversized, diagonally split and rotatable in 90 degree steps and shall be provided with knockouts. Motor junction boxes shall be on the right-hand side as viewed when looking over the motor towards the pump.
  - b. Leads shall be stranded wire, suitably insulated and permanently identified with crimp-on solderless connectors.
10. All bolts and cap screws shall be of high strength, zinc-plated, and chromated steel.

11. Nameplate shall be stainless steel with embossed preprinted lettering, fastened to the motor frame with corrosion resistant pins. Nameplate data shall include at minimum the following information:
  - a. Manufacturer's Name
  - b. Number of Phases
  - c. Horsepower
  - d. Nominal RPM
  - e. Full Load Amp
  - f. Voltage
  - g. Efficiency
  - h. Power Factor
  - i. Enclosure Type
  - j. Insulation
  - k. Frame
  - l. ANSI/ABMA Bearing Identification Number
12. Warranty:
  - a. The Motors shall be free of defects in materials and workmanship and shall be guaranteed to operate satisfactorily under proper application for two years from date of Motor delivery to OWNER.
13. Manufacturer: Pump motors shall be as manufactured by one of the following.
  - a. U.S. Electrical Motors.
  - b. General Electric.
  - c. Toshiba.
  - d. Baldor Electric

#### 2.04 TOOLS, SPARE PARTS AND MAINTENANCE MATERIALS

- A. Each pump shall be furnished with the following:
  1. One mechanical seal.
  2. One set of gaskets.
  3. One shaft sleeve.
  4. Two sets of special tools required for normal maintenance or operation.
- B. Spare parts shall be packed in sturdy containers with clear indelible identification markings and shall be stored in a dry, warm location until transferred to the OWNER at the conclusion of the Project.

## 2.05 SURFACE PREPARATION AND PAINTING

- A. Exterior of all pumps, motors, frames, baseplates, appurtenances, etc., shall receive manufacturer's standard epoxy coating system, prior to shipment. Owner to select and approve color.
- B. All gears, bearing surfaces, machined surfaces and other surfaces which are to remain unpainted shall receive a heavy application of grease or other rust-resistant coating. This coating shall be maintained during storage and until the equipment is placed into operation
- C. For all pump components coming into contact with potable water, SUPPLIER shall certify, in writing, that the shop primer and finish coating system conform to the requirements of NSF-61.
- D. Interior of pump volute, for all standard cast iron (ASTM A48; Class 35B) surfaces, shall receive 2-layers of Belzona 1341N (Supermetalgilde meeting NSF 61 requirements) coating, as per coating manufacturer recommendations.
1. Coating shall be a two-part high strength coating specifically for the protection of metal surfaces from corrosion and erosion
  2. The total thickness in the dry state should be a minimum of 400 microns.
  3. Prior to coating, all surfaces shall be blasted according acc. to ISO 8501-1 Sa 2 ½. Surface Roughness: medium G (50-85 µm, Ry5) acc. to ISO 8503-2.
  4. Coating system shall be solvent free and not shrink during curing.
  5. Physical Properties (@ 60 degF/7-days cure):
    - a. Abrasion (ASTM D4060):  $\leq 76$  mm<sup>3</sup> loss per 1,000 cycles.
    - b. Compressive Strength (ASTM D695):  $\geq 8,300$  psi.
    - c. Compressive Modulus (ASTM D695):  $\geq 1.66 \times 10^5$  psi.
    - d. Flexural Strength (ASTIM D790):  $\geq 6,500$  psi.
    - e. Flexural Modulus (ASTIM D790):  $\geq 6.15 \times 10^5$  psi.
    - f. Hardness (Shore D, ASTM D2240):  $\geq 80$ .
    - g. Hardness (Barcol, ASTM D2583):  $\geq 73$ .
    - h. Tensile Shear Adhesion to Mild Steel (ASTM D-1002):  $\geq 3,800$  psi.

6. Coating applicator/contractor shall have a minimum of five years of experience in blasting and painting pump volutes and impellers with similar coatings to those referenced in this section. Company specializing in performing the work of this Section shall provide a minimum five years' documented experience demonstrating five successful projects and a letter of approval by coating manufacturer.
7.     2.06 SOURCE QUALITY CONTROL
- A. Pump Shop Test (Certified Pump Test):
    1. Pump casings shall be hydrostatically tested to twice the discharge head or 1-1/2 times the shutoff head, whichever is greater.
    2. Running Test: Pump assembly shall be operated from zero to maximum capacity as shown on the approved curve. Results of the test shall be shown in a plot of test curves showing head, flow, horsepower, efficiency, and current. Readings shall be taken at a minimum of five evenly spaced capacity points including shut-off, design point and minimum head for which pump is designed to operate.
    3. Each test shall be witnessed by a Registered Professional Engineer, who may be an employee of the manufacturer. The Registered Professional Engineer shall sign and seal all copies of curves and shall certify that hydrostatic tests were performed.
    4. Tests shall be conducted in conformance with the methods described in Section A6 of AWWA E101.
    5. Pumps shall not be shipped until the OWNER has approved the test reports.
  - B. Casings shall be hydrostatically tested to twice the discharge head or 1-1/2 times the shutoff head, whichever is greater
  - C. All gears, bearing surfaces, machined surfaces and other surfaces which are to remain unpainted shall receive a heavy application of grease or other rust-resistant coating. This coating shall be maintained during storage and until the equipment is placed into operation

## PART 3 EXECUTION

### 3.01 INSTALLATION (Not Used).

### 3.02 START-UP AND TESTING

- A. All equipment will be given running tests by SUPPLIER/MANUFACTURER at the job Site following installation of the equipment and controls by OWNER. Should the tests indicate any malfunction, SUPPLIER/MANUFACTURER shall make any necessary repairs and adjustments. Such tests and adjustments shall be repeated until, in the opinion of the OWNER, the installation is complete, and the equipment is functioning properly and accurately, and is ready for permanent operation.

APPENDIX B

- B. A factory trained representative shall be provided for on-site confirming and certifying completed installation, start-up and test the equipment. The representative shall make a minimum of one (1) visit, minimum eight (8) hours on-Site for each pump station. Manufacturer's representative shall test operate the system in the presence of the OWNER and verify that the equipment conforms to the requirements. Measurement shall be taken by the SUPPLIER/MANUFACTURER to verify the head, capacity, efficiency, and horsepower of the pumps at shutoff and the three design points, and to determine that the pumping units will operate satisfactorily without cavitation, overheating, or overloading of the motor, and free of vibration throughout the entire operating range of head and capacity at rated speed.
- C. Representative shall revisit any pump station Site as often as necessary until all trouble is corrected and the installation is entirely satisfactory to OWNER.
- D. All costs, including travel, lodging, meals and incidentals, for additional visits shall be at no additional cost to the OWNER.

**END OF BID SPECIFICATIONS**

**BID DOCUMENTS AND PROPOSAL**

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**BID DESCRIPTION: FURNISH BOOSTER PUMPS AND MOTORS FOR PUMP STATIONS**

PROJECT No.: 202000154

OPENING DATE: **XXX**

TIME: 11:30 a.m.

NAME OF BIDDER: \_\_\_\_\_

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

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

TITLE \_\_\_\_\_

SUBMISSION DATE: \_\_\_\_\_

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

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

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

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

TITLE \_\_\_\_\_

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

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

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

**BID ITEMS & BID SHEET****BID DESCRIPTION: FURNISH BOOSTER PUMPS AND MOTORS FOR PUMP STATIONS**

PROJECT No.: 202000154

Ship to: ERIE COUNTY WATER AUTHORITY  
Service Center  
Attention: Clayton Johnson, PE Production Engineer  
Address: 3030 Union Road, Buffalo, New York 14227

- 1. The contemplated procurement is separated into various Bid Items. Bidder may elect to submit a bid for any Bid Item for which Bidder is qualified to furnish the specified Goods. Bidders are advised that the overall procurement will/may be awarded in multiple contracts; as such the amount for each Bid Item shall be sufficient to provide all Goods included under that Bid Item as if it were a separate contract.*
- 2. For each Bid Item for which Bidder submits a bid, the amount bid shall be complete for all Goods specified for that Bid Item. If a bid for a particular Bid Item is submitted that includes only part of the Goods in that Bid Item, then the bid submitted for that particular Bid Item shall be judged to be non-responsive.*
- 3. Award of portions of the Contract shall be based upon various Bidders' abilities to provide the Goods specified, as well as OWNER'S consideration of cost. Cost consideration shall be on a Bid Item by Bid Item basis.*
- 4. Bidder shall identify the manufacturer and model number in the Bid Specifications/Bidder's Proposal/Contract Form for all items for which a bid is submitted. Bidders shall take note that it is mandatory to provide all information requested for all Goods included under the Bid Item for which a bid is submitted.*
- 5. Bid submitted shall be based on the manufacturers specified. Consideration of substitutes, if proposed, shall be per Bid Specifications.*
- 6. Deliver all pump and motor assemblies to the following address:  
ECWA Service Center, 3030 Union Road, Buffalo, New York 14227.*
- 7. Bidder shall include any fittings, reducers, and/or adapters required for the proposed pump, in Bidder's bid price of each Bid Item. Bidder shall write in required fittings under "Description" in the Bid Item Table below. If fittings, reducers, and/or adapters are not required to fit the proposed pump in the existing pump footprint, Bidder shall write "NA" in the Bid Item Table below.*
- 8. All pump and motor assemblies shall be delivered prior to December 30, 2021.*

APPENDIX A

Item No.		Quantity	U/M	Description	Unit Price	Total Price
1		2	EA	Eden #2 Pump Nos. 1 & 2		
	Manufac. and Model	Pump				
		Motor				
Fittings, Reducers, Adapters		-	LS			

**Eden #2 Pump Station - Total Net Price** \_\_\_\_\_

Item No.		Quantity	U/M	Description	Unit Price	Total Price
2		1	EA	Hamburg Pump No. 3		
	Manufac. and Model					
Fittings, Reducers, Adapters		-	LS			

**Hamburg Pump Station - Total Net Price** \_\_\_\_\_

Item No.		Quantity	U/M	Description	Unit Price	Total Price
3		2	EA	Lakeview Pump Nos. 1 & 2		
	Manufac. and Model					
Fittings, Reducers, Adapters		-	LS			

**Lakeview Pump Station - Total Net Price** \_\_\_\_\_

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



APPENDIX A

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

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

FIRM NAME \_\_\_\_\_

ADDRESS OF PRINCIPAL OFFICE: STREET \_\_\_\_\_

CITY \_\_\_\_\_

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Check one: CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

TRADE NAMES: \_\_\_\_\_

ADDRESS OF LOCAL OFFICE: STREET \_\_\_\_\_

CITY \_\_\_\_\_

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: \_\_\_\_\_

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

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

**Question 1:**

The BIDDER represents that it has reviewed the Proposed Contract Documents beginning at page 45.

CHECK ONE:

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

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

**Question 2:**

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

CHECK ONE:

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

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\*Insert Additional Page(s) if necessary.

**Question 3:**

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

CHECK ONE:

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

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

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

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

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**BID SECURITY FORM**

BIDDER (Name and Address):

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

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

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

OWNER:

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

BID

BID DUE DATE: \_\_\_\_\_

**PROJECT: Furnish Booster Pumps and Motors for Pump Stations**

Project No: 202000154

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE: (Not later than Bid due date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

(Words)

(Figures)

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

**BIDDER**

**SURETY**

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature and Title

Signature and Title

(Attach Power of Attorney)

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

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

Signature and Title

## APPENDIX A

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

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

3.01 This obligation shall be null and void if:

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

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

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

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

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

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

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

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

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

**END OF BID BOND**

**NON-COLLUSIVE BIDDING CERTIFICATION**

as mandated by Public Authority Law § 2878

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

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

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

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

**NOTICE**

(Penal Law § 210.45)

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

**BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:**

Affirmed under penalty of perjury this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_

TERMS \_\_\_\_\_ DELIVERY DATE AT DESTINATION \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_ ZIP \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TYPED NAME OF AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ TELEPHONE No. \_\_\_\_\_

**FORMS A, B, and C**

## STATE FINANCE LAW REQUIREMENTS

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

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

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

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

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

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

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



**FORM A**

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

**Instructions:**

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FORM B**

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

**Instructions:**

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

**Offerer Certification:**

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**Instructions:**

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

**FORM C (Continued)**

**Offerer’s Disclosure of Prior Non-Responsibility Determinations**

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

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_

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

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
- No                      Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
- No                      Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle)
- No                      Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

**FORM C (Continued)**

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

6. If yes, please provide details below.

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

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

Basis of Termination or Withholding:

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

(Add additional pages as necessary)

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

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

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Contract Termination Provision****Instructions:**

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

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

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

**Sample Contract Termination Provision**

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

SECTION 139-L OF THE STATE FINANCE LAW  
STATEMENT RELATING TO SEXUAL HARASSMENT POLICY

1. "Bidder" has the same meaning as the term, "Offerer," as that term is defined in State Finance Law § 139-k(1)(h), and includes anyone who submits a bid or proposal.
2. Every proposal or bid hereafter made and submitted to the Erie County Water Authority, where competitive bidding or a sealed proposal is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under penalty of perjury:

SEXUAL HARASSMENT BIDDING CERTIFICATION

- (a) "By submission of this bid/proposal, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section two hundred one-g of the Labor Law."
3. A bid/proposal shall not be considered for award nor shall any award be made to a Bidder who has not complied with subdivision one of this section; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons therefore.

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid/proposal and execute this statement on sexual harassment; that he is familiar with the statements contained in ¶2(a) of this document, as well as the provisions of State Finance Law §139-L and Labor Law §201-g, and such statements are true and have been complied with by the Bidder.

\_\_\_\_\_  
(Name of Individual, Partnership or Corporation)

By \_\_\_\_\_  
(Person authorized to sign)

(SEAL)

**MATERIALS AND SUPPLIES CONTRACT FOR FURNISHING BOOSTER PUMPS  
AND MOTORS FOR PUMP STATIONS**

This Agreement, effective \_\_\_\_\_, 2020 (“Effective Date”), is by and between

**ERIE COUNTY WATER AUTHORITY**  
295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

**SUPPLIER NAME**  
Street Address  
City, State Zip

hereinafter referred to as the “Supplier.”

The Authority seeks to enter into a contract with the Supplier to furnish booster pumps and motors for pump stations upon the terms and conditions stated in this Agreement

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

**ARTICLE 1 – THE PROCUREMENT**

**1.01** The Supplier shall furnish and deliver five (5) Booster Pumps and Motors (collectively, the “Pump Motor Assemblies”) as set forth below:

- A. Two (2) pump motor assemblies at Eden #2 Station Pump Nos. 1 & 2;
- B. One (1) pump motor assemblies at Hamburg Station Pump No. 3; and
- C. Two (2) pump motor assemblies at Lakeview Station Pump Nos. 1 & 2;

**1.02** The Supplier shall furnish and deliver the Pump Motor Assemblies upon the following terms and conditions:

- A. Each pump motor assembly shall include a spare parts kit.
- B. Each pump motor assembly shall be provided with the necessary pipe reducers, spool pieces, and pipe fittings in order to fit the Pump Motor Assemblies into the existing pump concrete pad footprints at the pump stations.
- C. All Pump Motor Assemblies shall be delivered to the Authority’s Service center located at 3030 Union Road Buffalo NY, 14227 prior to **December 30, 2021.**



- D. In response to the Authority's Invitation to Bid, the Supplier submitted and signed Bid Documents and a Proposal, a copy of which is attached to, and incorporated in, this Agreement as Appendix A.
- E. Bid Specifications set forth in the Invitation to Bid are incorporated in this Agreement as Appendix B.

**1.03** This Agreement shall remain in effect until all materials or supplies are delivered or until December 30, 2021, whichever is sooner.

## **ARTICLE 2 – COMPLIANCE**

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

**2.02** The Supplier shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York.

**2.03** In response to the Authority's Invitation to Bid, the Supplier signed and submitted, in accordance with the provisions set forth in the State Finance Law, Forms A, B, and C, a copy of which is attached to, and incorporated in, this Agreement as Appendix A.

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

**2.05** The Supplier shall comply with the provisions of State Finance Law § 139-L of the laws of the State of New York. In response to the Authority's Invitation for Bids, the Supplier submitted and signed the Sexual Harassment Bidding Certification, a copy of which is attached to, and incorporated in, this Agreement, as Appendix A.

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

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

**2.08** ***Health Screening Questionnaire:*** The State of New York (the "State") has declared a state of emergency due to the COVID-19 pandemic. The Authority is currently operating under a Declaration of Emergency. While the Authority continues to operate under the Declaration of Emergency, the Supplier, its employees, and agents shall comply with all health safety rules and

regulations adopted by the State or the Authority including, but not limited to, completing an online health screening questionnaire before entering any Authority worksite.

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

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

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

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

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

**3.04** The Supplier shall deliver such material and supplies no later than **December 30, 2021**. The Supplier's failure to timely delivery an order shall constitute a material breach of this Agreement for which the Authority may seek and recover damages, including attorney fees and other expenses.

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

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

**4.01** The Supplier agrees to accept the unit prices set forth below for furnishing and delivering the following Pump Motor Assemblies:

Item No.	Quantity	U/M	Description	Unit Price	Total Price
1		2	EA	Eden #2 Pump Nos. 1 & 2	
	Manufac. and Model	Pump			
		Motor			
Fittings, Reducers, Adapters	-	LS			

**Eden #2 Pump Station - Total Net Price** \_\_\_\_\_

Item No.	Quantity	U/M	Description	Unit Price	Total Price
2		1	EA	Hamburg Pump No. 3	
	Manufac. and Model				
Fittings, Reducers, Adapters	-	LS			

**Hamburg Pump Station - Total Net Price** \_\_\_\_\_

Item No.	Quantity	U/M	Description	Unit Price	Total Price
3		2	EA	Lakeview Pump Nos. 1 & 2	
	Manufac. and Model				
Fittings, Reducers, Adapters	-	LS			

**Lakeview Pump Station - Total Net Price** \_\_\_\_\_

**4.02** The unit prices above include all freight, cartage, rigging, postage or other transportation charges. No additional charges for delivery may be added to the unit prices.

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

## **ARTICLE 5 – GENERAL PROVISIONS**

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

**5.02 Amendments:** No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.

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

### **5.04 Indemnification:**

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

### **5.05 Insurance:**

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

- C. The Supplier shall provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Supplier shall provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.

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

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

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

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

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

**5.11 Independent Status:** Nothing contained in the Agreement shall be construed to render either the Authority or the Supplier, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth

in this Agreement, it being intended that the Supplier shall remain an independent contractor responsible for its own actions. The Supplier is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

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

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

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

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

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

## **ARTICLE 6 – SEVERABILITY**

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

**ARTICLE 7 – EXECUTORY CLAUSE**

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

**ARTICLE 8 – TERMINATION**

**8.01** The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Supplier in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Supplier in accordance with the written notification terms of this Agreement.

**ERIE COUNTY WATER AUTHORITY**

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

**INSERT SUPPLIER**

By \_\_\_\_\_  
[INSERT NAME, TITLE]

STATE OF NEW YORK     )  
COUNTY OF ERIE       ) ss:

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

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

STATE OF NEW YORK     )  
COUNTY OF ERIE       ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me personally came [Insert Name], to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York, that he is the [Insert Title] of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

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



**APPENDIX A**

**Bid Documents & Proposal**

**APPENDIX B**  
**Bid Specifications**

## APPENDIX C

### Insurance Requirements ECWA PROJECT No. 202000154

Insurance specs:

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

Insurance Requirements:

a. **Workers Compensation:**

Part 1: Workers Compensation: Statutory

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

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

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

c. **Commercial General Liability:**

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

d. **Automobile Liability:**

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

e. **Umbrella Liability:**

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Erie County Water Authority to be scheduled as an Additional Insured

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

ACORD 25 including copy of Additional Insured Endorsement Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

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

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

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

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

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