



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

August 5, 2025

To: Terrence D. McCracken, Secretary to the Authority

From: Seth L. Krull, PE, Production Engineer *Seth Krull*

Subject: Furnish and Deliver Eight Reduced Pressure Zone Backflow Preventer Assemblies  
For Sturgeon Point Water Treatment Plant  
ECWA Project No. 202500127

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On Thursday, July 24, 2025, the Authority received four (4) bids for the above referenced contract. The bids have been reviewed, a mathematical check has been performed, and the low bidder is Schaefer Plumbing Supply Co., Inc. (Schaefer).

Schaefer has been a vendor providing the Authority with similar items since 1996, proving to be a competent and reliable vendor. The Bid Documents included five bid items. Schaefer provided pricing for Bid Items No. 1 through 4. They did not provide pricing for Bid Item No.5, which was for two 10-inch 90 degree ductile iron fittings, because they do not supply them. The estimated cost for the fittings is \$1,000 to \$2,000 so these will be purchased separately according to Article 3 of ECWA's Procurement Policy. Please refer to attached bid tabulation which totals the bid for items 1-5 and items 1-4 where Schaefer is the lowest bidder in each scenario.

The Instruction to Bidders contains the following Section 00200SF-2, paragraph 9, which allows the Authority to consider the Schaefer bid even though they did not include pricing for every bid item.

*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.*

The WMBE and apprenticeship requirements are not applicable for this contract and the contractor has provided adequate proof of insurance, approved by the Authority's Claims Representative/Risk Manager.

The Production Department, therefore, recommends award of the above-referenced contract to Schaefer Plumbing Supply Co., Inc. in the amounts of \$70,604.00 for Bid Items 1 through 4, for the Board's consideration and, if approved, for the Chairman to executed.

**Budget Information:**

Unit: 1010 Sturgeon Point Plant

Capital Budget Item No. 101797 HSPS Backflow Preventers Replace

To: Terrence D. McCracken  
Secretary to the Authority

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August 5, 2025

Attached please find the following documents:

1. ECWA Authorization Form.
2. ECWA Recommendation for Award of Contract form.
3. Bid Tabulation.
4. Three copies of Project Manual for execution by Authority's Chairman.

SLK:jmf

Attachments

cc: L.Kowalski, PE

D.Seider, PE

L.Lester

SPWA-761-2501-X-12

**ERIE COUNTY WATER AUTHORITY  
AUTHORIZATION FORM  
For Approval/Execution of Board Meeting Documents**

**Document Name:** \_\_\_\_\_ **Project No.:** \_\_\_\_\_

**Description:** \_\_\_\_\_

**Item Description:**

Choose one:

Other: \_\_\_\_\_

**Action Requested:**

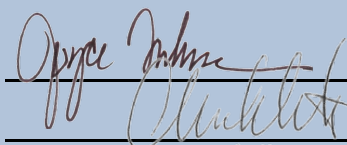
Choose one:

Other: \_\_\_\_\_

**Approvals Required:**

**APPROVED AS TO CONTENT:**

Chief Financial Officer



Date: 08/07/2025

Chief Operating Officer



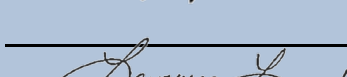
Date: 08/11/2025

Claims Rep. – Risk Manager



Date: 8/7/2025

Comptroller



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

Director of Administration



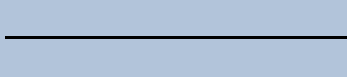
Date: 08/07/2025

Director of Distribution



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

Director of Human Resources



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

Director of IT



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

Director of Production



Date: 8/7/2025

Director of Water Quality



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

Executive Engineer



Date: 8/11/2025

General Counsel (Legal)



Date: 8/7/2025

Other: \_\_\_\_\_

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

**APPROVED FOR BOARD RESOLUTION:**

Secretary to the Authority



Date: 08/11/2025

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

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

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

Contract: \_\_\_\_\_ Project No.: 202500127  
Project Description: Furnish and Deliver Eight Reduced Pressure Zone Backflow Preventers Assemblies  
For Sturgeon Point WTP.  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACT AWARD**

Contractor/Supplier: Schaefer Plumbing Supply Co., Inc.  
Award Amount: \$70,604.00

**BID SUMMARY:**

Bidder	Total Bid Amount
<u>Schaefer Plumbing Supply Co., Inc.</u>	<u>\$70,604.00</u>
<u>K&amp;S Contractor's Supply, Inc.</u>	<u>\$74,494.75</u>
<u>Core &amp; Main LP</u>	<u>\$75,054.00</u>
<u>Ferguson Enterprises, LLC d/b/a Ferguson Waterworks</u>	<u>\$79,538.38</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>

Attachments: ☒ Bid Tabulation ☐ Consultant's Recommendation

**APPROVALS (Select applicable)**

**WMBE APPROVAL**

\_\_\_\_\_ No Waiver  
\_\_\_\_\_ Full Waiver  
\_\_\_\_\_ Partial Waiver  
☐ EEO Compliance Officer \_\_\_\_\_ N/A \_\_\_\_\_ Date \_\_\_\_\_

**INSURANCE APPROVAL**

☒ Claims Rep/Risk Manager Molly Go Musarra Date 8/6/2025

**NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL**

☐ Coordinator of Employee Relations \_\_\_\_\_ N/A \_\_\_\_\_ Date \_\_\_\_\_

Remarks: Unit price contract.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**BID OPENING**

**PROJECT:** Furnish and Deliver Eight Reduced Pressure Zone Backflow Preventer Assemblies For Sturgeon Point Water Treatment Plant

**PROJECT NO:** 202500127

**ADVERTISED SOURCE:** NYS CONTRACT REPORTER  
DODGE REPORT

**DATE:** 7/1/2025  
7/1/2025

**BID OPENING:** July 24, 2025 at 10:00 a.m.

**APPARENT LOW BIDDER WITH ALL BID ITEMS**

				Schaefer Supply		K&S Contractors Supply Inc		Core & Main LLP		Ferguson Waterworks	
ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	2-1/2 inch Reduced Pressure Zone Backflow Assembly with Valves	1	Each	\$4,285.00	\$4,285.00	\$4,482.00	\$4,482.00	\$4,412.00	\$4,412.00	\$4,626.54	\$4,626.54
2	3 inch Reduced Pressure Zone Backflow Assembly with Valves	1	Each	\$4,855.00	\$4,855.00	\$4,702.75	\$4,702.75	\$4,754.00	\$4,754.00	\$5,095.00	\$5,095.00
3	4 inch Reduced Pressure Zone Backflow Assembly with Valves	4	Each	\$5,246.00	\$20,984.00	\$5,687.25	\$22,749.00	\$5,599.00	\$22,396.00	\$6,001.00	\$24,004.00
4	10 inch Reduced Pressure Zone Backflow Assembly with Valves	2	Each	\$20,240.00	\$40,480.00	\$20,786.25	\$41,572.50	\$21,094.00	\$42,188.00	\$22,118.12	\$44,236.24
5	10 in – 90 Degree DIP Bend, Compact Fitting	2	Each	No Quote		\$494.25	\$988.50	\$652.00	\$1,304.00	\$788.30	\$1,576.60
<b>TOTAL BID AMOUNT</b>					<b>\$70,604.00</b>		<b>\$74,494.75</b>		<b>\$75,054.00</b>		<b>\$79,538.38</b>
<b>BID BOND</b>					Check		Yes		Yes		Yes

**APPARENT LOW BIDDER WITH ONLY ITEMS 1-4**

				Schaefer Supply		K&S Contractors Supply		Core & Main LLP		Ferguson Waterworks	
ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	2-1/2 inch Reduced Pressure Zone Backflow Assembly with Valves	1	Each	\$4,285.00	\$4,285.00	\$4,482.00	\$4,482.00	\$4,412.00	\$4,412.00	\$4,626.54	\$4,626.54
2	3 inch Reduced Pressure Zone Backflow Assembly with Valves	1	Each	\$4,855.00	\$4,855.00	\$4,702.75	\$4,702.75	\$4,754.00	\$4,754.00	\$5,095.00	\$5,095.00
3	4 inch Reduced Pressure Zone Backflow Assembly with Valves	4	Each	\$5,246.00	\$20,984.00	\$5,687.25	\$22,749.00	\$5,599.00	\$22,396.00	\$6,001.00	\$24,004.00
4	10 inch Reduced Pressure Zone Backflow Assembly with Valves	2	Each	\$20,240.00	\$40,480.00	\$20,786.25	\$41,572.50	\$21,094.00	\$42,188.00	\$22,118.12	\$44,236.24
5	10 in – 90 Degree DIP Bend, Compact Fitting	2	Each								
<b>TOTAL BID AMOUNT</b>					<b>\$70,604.00</b>		<b>\$73,506.25</b>		<b>\$73,750.00</b>		<b>\$77,961.78</b>
<b>BID BOND</b>					Check		Yes		Yes		Yes

Set No:

**Project Manual – Short Form**

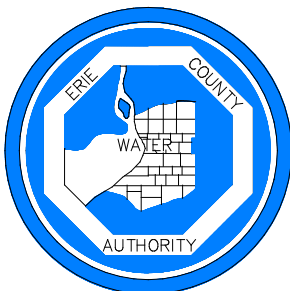
**Furnish and Deliver  
Eight Reduced Pressure Zone  
Backflow Preventer Assemblies  
For Sturgeon Point Water Treatment Plant**

**Project No. 202500127**

**Erie County Water Authority**

**3030 Union Road**

**Cheektowaga, New York 14227**



ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK

FURNISH AND DELIVER  
EIGHT REDUCED PRESSURE ZONE BACKFLOW PREVENTER ASSEMBLIES  
FOR STURGEON POINT WATER TREATMENT PLANT  
PROJECT No: 202500127

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

FURNISH AND DELIVER  
EIGHT REDUCED PRESSURE ZONE BACKFLOW PREVENTER ASSEMBLIES  
FOR STURGEON POINT WATER TREATMENT PLANT  
PROJECT No: 202500127

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids for the furnishing and delivering specified materials for eight reduced pressure zone backflow preventer assemblies and appurtenances at the Sturgeon Point WTP.

Bids must be received by the Erie County Water Authority no later than 10:00 a.m. Eastern Prevailing Time, on Thursday, July 24, 2025, at the Service Center Front Desk, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227.

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

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or delivered shall be directed to the "SERVICE CENTER FRONT DESK" at the address listed above in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "BID ENCLOSED-ECWA Furnish and Deliver Eight Reduced Pressure zone Backflow Preventer Assemblies for Sturgeon Point WTP (PN 202500127)".

Beginning at 9:00 a.m. Eastern Prevailing Time, on Tuesday, July 1, 2025, Project Manuals and accompanying drawings, if applicable, may be obtained in person at the Service Center Front Desk at the above address. If obtaining documents in person, government-issued photo identification is required to enter the building and a business card for bidder's contact person is requested. Documents may also 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 Seth L. Krull, PE, Production Engineer Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227, telephone 716-685-8218, email [skrull@ecwa.org](mailto:skrull@ecwa.org).

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

ERIE COUNTY WATER AUTHORITY

A handwritten signature in black ink, appearing to read 'T.D. McCracken', with a long horizontal flourish extending to the right.

TERRENCE D. McCracken  
Secretary to the Authority

ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK

FURNISH AND DELIVER  
EIGHT REDUCED PRESSURE ZONE BACKFLOW PREVENTER ASSEMBLIES  
FOR STURGEON POINT WATER TREATMENT PLANT  
PROJECT No: 202500127

SECTION 00200SF

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.
  - a. All questions about the meaning or intent of the Bidding Documents shall be submitted to the AUTHORITY in writing. In order to receive consideration, questions must be 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 to all parties recorded by the AUTHORITY as having received the Bidding Documents. Such Addenda will be issued: (1) by mail, either Registered or Certified, with return receipt requested, (2) by email, or (3) through an online bid distribution platform. Such Addenda will be issued for receipt not later than three (3) days prior to the date for the opening of Bids. Failure of any Bidder to receive such Addendum or interpretation shall not relieve any bidder from any obligation under his 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 as part of the Bid Documents. 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.

- b. Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the AUTHORITY. Such Addenda, if any, will be issued in the manner and within the time-period stated in paragraph 3.a.
4. **BID DOCUMENTS.** The blank spaces in the proposal must be filled in correctly where indicated for each and every item, and the Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. The Bidder shall sign the proposal and all required forms correctly and with original signatures.
5. **BID GUARANTEE.** Each bid must be accompanied by a certified check made payable to the Erie County Water Authority or a bid bond in the sum of five percent (5%) of the amount of the bid. Bid bonds must be in satisfactory form and payable to the order of the AUTHORITY. The bid bond must contain original signatures in ink. The bid bond shall be approved by the Authority's Attorney as to form, and by the Comptroller as to sufficiency of the bond. The amount of the certified check or bid bond shall be retained by the AUTHORITY as liquidated damages if the bidder whose bid is accepted shall fail to enter into a contract with the Authority.
6. **EQUIPMENT AND MATERIALS BROCHURES.** The Technical Specifications may require that each bid be accompanied by certain brochures that describe the various types of equipment or material listed in the bid, then the bid must be accompanied by such brochures. Bids not accompanied by the required equipment and material brochures may be rejected. If brochures are not available, the bidder is required to submit with his bid a letter stating that he has requested four (4) copies of the brochures described in the Technical Specifications and that his bid price is for the equipment or materials as described in these brochures.
7. **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.
8. **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.
9. **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.

10. 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.
11. An EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid. See, § 7 of the Proposed Contract Documents.
12. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the Authority to recover damages.
13. PRICES SHALL BE QUOTED F.O.B. DESTINATION.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.



19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.

++ END OF SECTION ++

FURNISH AND DELIVER  
EIGHT REDUCED PRESSURE ZONE BACKFLOW PREVENTER ASSEMBLIES  
FOR STURGEON POINT WATER TREATMENT PLANT  
PROJECT No: 202500127

SECTION 00400SF

BID DOCUMENTS AND BID FORM SUPPLEMENTS

OPENING DATE: Thursday, July 24, 2025, TIME: 10:00 a.m.

NAME OF BIDDER: Schaefer Plumbing Supply Co. Inc

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

NAME: Thomas Breidenstein

TITLE: General manager

SUBMISSION DATE: July 23, 2025

ADDRESS: 146 Clinton Street, Buffalo, NY 14203

PHONE: 716-853-2406

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

NAME: Linda m. Holley

TITLE: Controller

ADDRESS: 146 Clinton Street, Buffalo, NY 14203

PHONE: 716-853-2406

EMAIL: lholley@schaeferupply.com



## BID ITEMS AND BID SHEET

BID DESCRIPTION: FURNISH AND DELIVER EIGHT REDUCED PRESSURE ZONE  
BACKFLOW PREVENTER ASSEMBLIES FOR STURGEON POINT  
WATER TREATMENT PLANT

PROJECT No: 202500127

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

Ship to: ERIE COUNTY WATER AUTHORITY

Attention: Chris Marchitte, Crew Chief

Address: Sturgeon Point WTP  
722 Sturgeon Point Road  
Derby, New York 14047

1. Bidder shall identify the manufacturer and material type in the Bidder's Proposal 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.

Item No.	Quantity	U/M	Catalog No./Description	Unit Price	Total Price
1.	1	each	2-1/2 inch Reduced Pressure Zone Backflow Assembly with Valves	\$4,285 <sup>00</sup>	\$4,285 <sup>00</sup>
2.	1	each	3 inch Reduced Pressure Zone Backflow Assembly with Valves	\$4,855 <sup>00</sup>	\$4,855 <sup>00</sup>
3.	4	each	4 inch Reduced Pressure Zone Backflow Assembly with Valves	\$5,246 <sup>00</sup>	\$20,984 <sup>00</sup>
4.	2	each	10 inch Reduced Pressure Zone Backflow Assembly with Valves	\$20,240 <sup>00</sup>	\$40,480 <sup>00</sup>
5.	2	each	10 in - 90 Degree DIP Bend, Compact Fitting	N/A	N/A
TOTAL NET BID DELIVERED <del>INSIDE</del> to site					\$70,604 <sup>00</sup>



www.schaeferupply.com

SCHAEFER SUPPLY BUFFALO  
146 CLINTON ST  
BUFFALO, NY 14203  
716-853-2406  
Fax 716-852-3732

# Quotation

EXPIRATION DATE	QUOTE NUMBER
08/05/2025	S1836488
SCHAEFER SUPPLY BUFFALO 146 CLINTON ST BUFFALO, NY 14203 716-853-2406 Fax 716-852-3732	
PAGE NO. 1 of 2	

QUOTE TO:

SHIP TO:

ERIE COUNTY WATER AUTHORITY  
295 MAIN ST  
ROOM 350  
ATTN: ACCOUNTS PAYABLE  
BUFFALO, NY 14203

ERIE COUNTY WATER AUTHORITY  
STURGEON POINT WTP  
722 STURGEON POINT ROAD  
ATTN CHRIS MARCHITTE, CREW CHIEF  
DERBY, NY 14047

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1889	202500127		BUFFALO HOUSE	
WRITER		SHIP VIA	TERMS	SHIP DATE
TOM BREIDENSTEIN		OT OUR TRUCK	NET 30 DAYS	07/22/2025
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1ea	WATS 88009307 2-1/2 LF BFP ASY 2 1/2 IN CAST IRON REDUCED PRESSURE ZONE BACKFLOW PREVENTER ASSEMBLY, NRS SHUTOFF, ARMORTEK COATING, BACKFLOW FLOOD SENSOR			
1ea	AG-F 11/4"-3" WATTS AIR GAP BFP 0881378 *			
1ea	WATS 88009301 3IN LF BFP ASY 3 IN CAST IRON REDUCED PRESSURE ZONE BACKFLOW PREVENTER ASSEMBLY, NRS SHUTOFF, ARMORTEK COATING, BACKFLOW FLOOD SENSOR REDUCED PRESSURE ZONE ASSEMBLY			
1ea	AG-F 11/4"-3" WATTS AIR GAP BFP 0881378 *			
4ea	WATTS LF909-NRS-FS 4" 88009303 RPZ W/ NRS VALVES & INTEGRATED FLOW SENSOR			
4ea	AG-K 4"-10" WATTS AIR GAPS BFP 0881385 *			
2ea	WATS 88009320 10IN LF BFP ASY 10 LF909M1-NRS-FSWITH FLOOD SENSOR			
** Continued on Next Page *			Subtotal	
			S&H Charges	
			Amount Due	





www.schaeferupply.com

SCHAEFER SUPPLY BUFFALO  
146 CLINTON ST  
BUFFALO, NY 14203  
716-853-2406  
Fax 716-852-3732

# Quotation

EXPIRATION DATE	QUOTE NUMBER
08/05/2025	S1836488
SCHAEFER SUPPLY BUFFALO 146 CLINTON ST BUFFALO, NY 14203 716-853-2406 Fax 716-852-3732	
PAGE NO.  2 of 2	

QUOTE TO:

SHIP TO:

ERIE COUNTY WATER AUTHORITY  
295 MAIN ST  
ROOM 350  
ATTN: ACCOUNTS PAYABLE  
BUFFALO, NY 14203

ERIE COUNTY WATER AUTHORITY  
STURGEON POINT WTP  
722 STURGEON POINT ROAD  
ATTN CHRIS MARCHITTE, CREW CHIEF  
DERBY, NY 14047

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
1889	202500127		BUFFALO HOUSE
WRITER	SHIP VIA	TERMS	SHIP DATE
TOM BREIDENSTEIN	OT OUR TRUCK	NET 30 DAYS	07/22/2025
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
2ea	WATS 0881387 8IN 909-AG-M AIR GAP		
	Subtotal -----		
PLUS APPLICABLE SALES TAX ALL RETURNS ARE SUBJECT TO A RESTOCKING CHARGE NO RETURNS ON ELECTRONIC OR SANITARY PRODUCTS NON STOCK ITEM RETURNS REQUIRE RGA NUMBER		Subtotal S&H Charges	
		Amount Due	

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

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

NAME OF BIDDER: Schaefer Plumbing Supply Co. Inc

AUTHORIZED SIGNATURE: Tom Bredenstein DATE: 07/23/2025



**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 Schaefer Plumbing Supply Co. Inc.

ADDRESS OF PRINCIPAL OFFICE: STREET 146 Clinton Street  
CITY Buffalo

AREA CODE 716 PHONE 853-2406 STATE ny ZIP 14203

Check one: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

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

YES ☐ NO ☐

TRADE NAMES: Schaefer Plumbing Supply Co. Inc.

ADDRESS OF LOCAL OFFICE: STREET 146 Clinton Street  
CITY Buffalo

AREA CODE 716 PHONE 853-2406 STATE ny ZIP 14203

NAMES AND ADDRESSES OF PARTNERS:

Mark C. Dietrick

Joel P. Dietrick

Thomas R. Dietrick

President 146 Clinton St.  
V.P. 146 Clinton Street, Buffalo, ny  
V.P. 146 Clinton Street, Buffalo ny  
14203

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 16-0624100

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 AGT-1.

CHECK ONE:

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

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

**Question 2:**

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

CHECK ONE:

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

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\*Insert Additional Page(s) if necessary.

**Question 3:**

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: Schaefer Plumbing Supply Co. Inc

AUTHORIZED SIGNATURE: Tom Gredeberg DATE: 07/23/2025

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

**M&T Bank**

Buffalo, NY 14240

**OFFICIAL CHECK**

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

103349417-4

10-4/220

SCHAEFER PLUMBING  
SUPPLY CO INC

REMITTER

DATE 07/23/2025



Security  
Features  
Details on  
Back

PAY TO THE ORDER OF ERIE COUNTY WATER AUTHORITY \$ 3,530.20

\*\*\*THREE THOUSAND FIVE HUNDRED THIRTY and 20/100\*\*\*USDollars

#47 - Elmwood Plaza

  
AUTHORIZED SIGNATURE

MP  
AUTHORIZED SIGNATURE

⑈103349417⑈ ⑆022000046⑆ 17001019915934⑈



BID SECURITY FORM

BIDDER (Name and Address):

Schaefer Plumbing Supply Co Inc  
146 Clinton Street  
Buffalo, NY 14203

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: 07/24/2025

PROJECT:

Furnish and Deliver Eight Reduced Pressure Zone Backflow Preventer Assemblies  
for Sturgeon Point Water Treatment Plant  
PN 202500127

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

Schaefer Plumbing Supply Co Inc (Seal)  
Bidder's Name and Corporate Seal

By: Tom Breidenbach  
Signature and Title General Manager

Attest: Linda M. Holley  
Signature and Title Controller

SURETY

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

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

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



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

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

3.01 This obligation shall be null and void if:

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

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

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

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

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

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

9.01 Surety shall cause to be attached to this Bond a current and effective Power of 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.



CORPORATE ACKNOWLEDGEMENT

STATE OF New York  
COUNTY OF Erie

On this 23 day of July, 2025 before me personally appeared Thomas Breidenstein to me known, who being by me duly sworn, did affirm that he/she resides in Buffalo, NY that he/she is the General manager of Schaefer Plumbing Supply Co. Inc. the corporation described in and which executed the above instruments; that the seal affixed to said instrument is the corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Linda M. Holley  
NOTARY PUBLIC

LINDA M. HOLLEY  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
MY COMMISSION EXPIRES, JUNE 16, 2027

**ACKNOWLEDGEMENT OF SURETY**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say; that he/she resides in \_\_\_\_\_; that he/she is the ATTORNEY-IN -FACT of \_\_\_\_\_ the above signed Surety, the corporation described in and which executed the within instrument; the he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed to said instrument by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
**NOTARY PUBLIC**

**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 23 day July, 2025

TERMS Net 30 days DELIVERY DATE AT DESTINATION Approx 3-6 weeks A.R.O.

FIRM NAME Schaefer Plumbing Supply Co. Inc

ADDRESS 146 Clinton Street  
Buffalo, NY ZIP 14203

AUTHORIZED SIGNATURE Tom Breidenstein

TYPED NAME OF AUTHORIZED SIGNATURE Thomas Breidenstein

TITLE General Manager TELEPHONE No. 716-853-2406



## SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

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

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

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

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



Schaefer Plumbing Supply Co. Inc.  
(Name of Individual, Partnership or Corporation)

By Tom Greiderman  
(Person authorized to sign)

(SEAL)



## SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

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

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

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

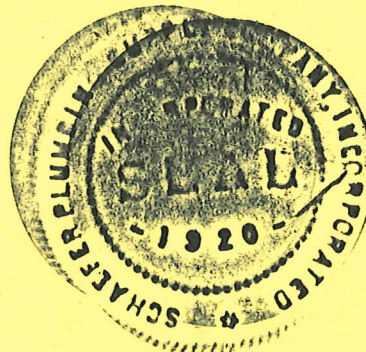


This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision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

Schaefer Plumbing Supply Co. Inc  
(Name of Individual, Partnership or Corporation)

By Tom Breiden  
(Person authorized to sign)

(SEAL)



## FORMS A, B, and C

### STATE FINANCE LAW REQUIREMENTS

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

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

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

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

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

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

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



**FORM A**

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

**Instructions:**

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

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

By: Tom Breidenstein Date: 07/23/2025

Name: Thomas Breidenstein

Title: General Manager

Supplier Name: Schaefer Plumbing Supply Co. Inc.

Address: 146 Clinton Street  
Buffalo, NY 14203

**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: Tom Breidenstein Date: 07/23/2025

Name: Thomas Breidenstein

Title: General Manager

Supplier Name: Schaefer Plumbing Supply Co. Inc

Supplier Address: 146 Clinton Street  
Buffalo, NY 14203



**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:

Schaefer Plumbing Supply Co. IncAddress: 146 Clinton StreetBuffalo, NY 14203Name and Title of Person Submitting this Form: Thomas Breidenstein  
General ManagerContract Procurement Number: 202500127Date: 07/23/2025

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)



- [illegible]

Name: Thomas Breidenstein  
Title: General manager

## **Contract Termination Provision**

### **Instructions:**

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

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

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

### **Sample Contract Termination Provision**

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



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

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

**Offerer Statement:**

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

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

By: Tom Breidenstein Date: 07/23/2025

Name: Thomas Breidenstein

Title: General manager

Offerer Name: Schaefer Plumbing Supply Co. Inc.

Offerer Address: 146 Clinton Street  
Buffalo, NY 14203

++ END OF SECTION ++

**FURNISH AND DELIVER  
EIGHT REDUCED PRESSURE ZONE BACKFLOW PREVENTER ASSEMBLIES  
FOR STURGEON POINT WATER TREATMENT PLANT  
PROJECT NO: 202500127**

**AGREEMENT**

This Agreement, effective August 21, 2025 (“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

**SCHAEFER PLUMBING SUPPLY CO., INC.**

146 Clinton Street  
Buffalo, New York 14203

hereinafter referred to as the “Supplier.”

The Authority seeks to enter into a contract with the Supplier to furnish and deliver eight reduce pressure zone backflow preventer assemblies and appurtenances for Sturgeon Point WTP 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 agrees as follows:

**ARTICLE 1 – THE PROCUREMENT**

**1.01** The Supplier agrees to furnish and deliver reduced pressure zone backflow preventer assemblies (collectively, “RPZs”) and appurtenances at the pricing set forth in Article 4 of this Agreement.

**1.02** The Supplier shall furnish RPZs and appurtenances that meet the specifications which are attached to, and incorporated in, this Agreement as Section 01200SF and 15061SF.

**1.03** In response to the Authority’s Invitation to Bid, the Supplier submitted and signed Bid Documents and a Proposal, a copy of which are attached to, and incorporated in, this Agreement as the Bid Documents and Bid Form Supplements. (*See* Section 00400SF).

**ARTICLE 2 – COMPLIANCE**

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

**2.02** The Supplier shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority's Invitation to Bid, the Supplier submitted and signed the Public Authorities Law forms, a copy of which are attached to, and incorporated in, this Agreement. (*See* Section 00400SF).

**2.03** The Supplier shall comply with the provisions set forth in State Finance Law §§ 139-j and 139-k. In response to the Authority's Invitation to Bid, the Contractor signed and submitted, in accordance with the provisions set forth in the State Finance Law, Forms A, B, and C, a copy of which is attached to, and incorporated in, this Agreement. (*See* Section 00400SF).

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

**2.05** The Supplier shall comply with the provisions of the Human Rights Law (Executive Law § 290, *et. seq.*) and Labor Law § 201-g of the laws of the State of New York. In response to the Authority's Invitation for Bids, the Contractor submitted and signed the Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement. (*See* Section 00400SF).

**2.06** The Supplier shall comply with the provisions of the Shield Act, codified as 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** Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Supplier, its employees, and agents shall comply with all health and safety rules and regulations adopted by the State of New York, the County of Erie, or the Authority including, but not limited to, completing a health screening questionnaire, using personal protective face masks, or complying with any testing or vaccination requirements before entering any Authority property.

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

**3.01** The Supplier agrees the unit price for RPZs and appurtenances 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.

**3.02** The parties agree the prices on which this Agreement is based shall be FOB to the point of delivery. In its Bid Proposal, the Supplier submitted a proposed unit price payment for the items outlined in §4.01 of this Agreement and included all freight, cartage, rigging, posting, and other

transportation charges in such proposed unit price payment pursuant to the Instructions to Bidders (Section 00200SF). Under no circumstances will the Authority be responsible for any freight, cartage, rigging, postage, or other transportation charges relating to furnishing RPZs and appurtenances to the delivery site.

**3.03** The Supplier shall deliver RPZs and appurtenances as specified within the specifications. The Authority will determine the quantity of RPZs and appurtenances to be supplied by the Supplier during the term of this Agreement. In its Invitation to Bid, the Authority estimated the quantity of RPZs and appurtenances it expects to order from the Supplier. The Supplier is not entitled to any adjustment in the unit price as a result of changes in these items ranging from zero to any quantity. The Supplier shall not make any claim for anticipated profits, loss of profits or for other damages as a result of changes in the quantities actually purchased

**3.04** The Supplier shall deliver RPZs and appurtenances within ninety (90) days of receipt of an Authority purchase order. No RPZs or appurtenances are to be delivered unless ordered by the Authority. The Supplier's failure to timely delivery an order shall constitute a material breach of this Agreement for which the Authority may seek and recover damages, including attorney fees and other expenses.

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

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

**4.01** The Supplier agrees to supply, furnish and deliver RPZs and appurtenances to the Authority's Sturgeon Point Water Treatment Plant at the unit prices set forth below:

Item No.	Quantity	U/M	Catalog No./Description	Unit Price	Total Price
1.	1	each	2-½-inch Reduced Pressure Zone Backflow Assembly with Valves	\$4,285.00	\$4,285.00
2.	1	each	3-inch Reduced Pressure Zone Backflow Assembly with Valves	\$4,855.00	\$4,855.00
3.	4	each	4 inch Reduced Pressure Zone Backflow Assembly with Valves	\$5,246.00	\$20,984.00
4.	2	each	10 inch Reduced Pressure Zone Backflow Assembly with Valves	\$20,240.00	\$40,480.00
5.	2	each	10 in – 90 Degree DIP Bend, Compact Fitting	No bid	No bid
<b>TOTAL NET BID DELIVERED TO SITE</b>					<b>\$70,604.00</b>

**4.02** The Supplier shall be responsible for the payment of all freight, cartage, rigging, postage, or other transportation charges relating to furnishing RPZs and appurtenances.

**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.

**4.04** The Authority reserves the right to audit the Supplier's records to verify bills submitted and representations made. For this purpose, the Supplier agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of Supplier's final bill to complete its audit. If the audit establishes an overcharge, the Supplier agrees to refund the excess.

## **ARTICLE 5 – GENERAL PROVISIONS**

**5.01 Subcontract and Assignments:** The Supplier may not subcontract or delegate any of the obligations of the Contractor without the express written consent of the Authority's Executive Staff. The Authority and the Contractor 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:** The parties agree any modifications or variations from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

**5.03 Right to Terminate:** The Authority reserves the right to terminate the Supplier's procurement at any time, without cause, based on seven (7) days' written notice. The Supplier shall not be entitled to further compensation or 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 agrees to secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix B.
- B. The Supplier agrees to provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement.
- C. The Supplier agrees to provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Supplier agrees to 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 Gratuities, Illegal or Improper Schemes:**

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

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

## **ARTICLE 6 – SEVERABILITY**

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

## **ARTICLE 7 – EXECUTORY CLAUSE**

**7.01** The parties agree and understand that this Agreement shall be executory to the extent of funds have been budgeted and appropriated by the Authority. The Authority shall not submit any purchase order without first determining whether funds have been budgeted and appropriated to pay for such procurement. If the Authority's Comptroller rejects or holds an invoice submitted by the 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 FOB 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

### **SCHAEFER PLUMBING SUPPLY CO., INC.**

By \_\_\_\_\_  
Thomas Breidenstein, General Manager

STATE OF NEW YORK     )  
COUNTY OF ERIE         ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, 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 \_\_\_\_\_     ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me personally came Thomas Breidenstein to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_ that he is the General Manager 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

++ END OF SECTION ++

SECTION 01100SF  
SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnishing, delivering, and unloading, FOB to the point of delivery, reduced pressure zone backflow preventer assemblies (collectively, RPZs) and appurtenances to the Erie County Water Authority's (the "Authority") Sturgeon Point Water Treatment Plant at 722 Sturgeon Point Road, Derby, NY 14047.

1.02 QUALITY ASSURANCE (NOT USED)

1.03 DAMAGES

- A. Any damages found to be the direct result of the Supplier's performance of services will be the responsibility of the Supplier. This shall include repair or replacement of any equipment or structure damaged by the Supplier while performing the services of this Contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

++ END OF SECTION ++



## SECTION 01200SF

### REDUCED PRESSURE ZONE PREVENTER ASSEMBLY (RPZ)

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

###### A. Scope:

1. The Supplier shall furnish and deliver, FOB, to the point of delivery RPZs to the Erie County Water Authority:  
Sturgeon Point Water Treatment Plant  
722 Sturgeon Point Road  
Derby, New York 14047.

##### 1.02 QUALITY ASSURANCE

###### A. Manufacturer's Qualifications

1. Manufacturer shall have a minimum of 5 years' experience producing reduced pressure zone preventer assemblies and shall show evidence of at least 5 installations in satisfactory operation.

###### B. Reference Standards

1. AWWA C511-92 Reduced-Pressure Principle Backflow Prevention Assembly
2. IAPMO PS 31, SBCCI Material and Property Standard for Backflow Prevention Devices
3. USC Manual for Cross-Connection Control, 8<sup>th</sup> Edition
4. NSF/ANSI Standard 61
5. Underwriter's Laboratories (UL)
6. 1996 Safe Drinking Water Act

##### 1.03 SUBMITTALS

###### A. Shop Drawings: Submit for approval the following:

1. Detailed drawings and data on pipe, fittings and accessories.
2. A materials list, which shall include full information regarding all components of the equipment. Materials of construction shall be presented in the listing.
3. Any operations and maintenance information.

###### B. Submit certificates of compliance with the applicable referenced standards.

###### C. Submit certificate of compliance with NSF/ANSI Standard 61 for all products under this section, including interior coatings, by an independent, authorized laboratory.

- D. Furnish delivery tickets indicating the reduced pressure zone preventer assemblies are new and from a manufacturer that has been submitted and approved.

#### 1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. During delivery and handling, all materials shall be braced and protected from any distortion or damage; any such distortion or damage shall be basis for rejection of the materials.
- B. The materials shall be inspected before unloading. Materials that are found to be cracked, gouged, chipped, dented, or otherwise damaged will not be accepted.
- C. Interiors of reduced pressure zone preventer assemblies shall be kept free from dirt and foreign matter.
- D. Store reduced pressure zone preventer assemblies, so they are not in contact with the ground.
- E. Prior to delivery, coordinate with owner for time and on site location.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. All products, including interior coatings, shall be suitable for use in a potable water system.
- B. All products, including wetted parts, shall be certified to meet NSF/ANSI Standard 61.
- C. General:
  - a. Body: FDA Epoxy Coated Cast Iron
  - b. Seat & Trim: Stainless Steel
  - c. Temperature Range: 33 F to 110 F continuous
  - d. Maximum Working Pressure: 175 psi
  - e. Valves: Non Rising Stem Gate Valves
  - f. Flood Detection: No Flood Sensor
  - g. Connections: Flanged Ends
- D. Manufacturer:
  - a. Watts Lead Free LF909M1-NRS-FP

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. Deliver assemblies to specified location.

++ END OF SECTION ++



SECTION 15061SF  
DUCTILE IRON PROCESS PIPE

PART 1 – GENERAL

1.01. DESCRIPTION

A. Scope:

1. CONTRACTOR shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to furnish ductile iron pipe and fittings.
2. Extent of piping is shown on the Contract Drawings and Specifications.

B. Coordination:

1. Review installation procedures under this and other Sections and coordinate installation of items to be installed with or before ductile iron pipe Work.

1.02. REFERENCES

A. Standards referenced in this Section are:

1. ANSI B18.2.1, Square and Hex Bolts and Screws Inch Series.
2. ANSI B18.2.2, Square and Hex Nuts. (Inch Series).
3. ASTM A194, Specification for Carbon Steel and Alloy Steel Nuts for Bolts for High-Pressure or High-Temperature Service, or Both.
4. ASTM A307, Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
5. ASTM A354, Specification for Quenched and Tempered Alloy Steel Bolts, Studs and Other Externally Threaded Fasteners.
6. ASTM A563, Specification for Carbon and Alloy Steel Nuts.
7. ASTM D714, Test Method for Evaluating Degree of Blistering of Paints.
8. ASTM D792, Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
9. ASTM D5162, Discontinuity (Holiday) Testing of Non-Conductive Protective Coating on Metallic Substrates.
10. ASTM G14, Test Method for Impact Resistance of Pipeline Coatings (Falling Weight Test).
11. ASTM G62, Test Methods for Holiday Detection in Pipeline Coatings.
12. ANSI/AWWA C104, Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water.
13. ANSI/AWWA C110, Ductile Iron and Gray Iron Fittings for Water.
14. ANSI/AWWA C111, Rubber-Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
15. ANSI/AWWA C115, Flanged Ductile Iron Pipe with Ductile Iron or Gray Iron Threaded Flanges.
16. ANSI/AWWA C116, Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile Iron and Gray Iron Fittings for Water Service.
17. ANSI/AWWA C151, Ductile Iron Pipe, Centrifugally Cast, for Water.

18. ANSI/AWWA C153, Ductile Iron Compact Fittings, 3-inch through 24-inch and 54-inch through 64-inch for Water Service.
19. ANSI/AWWA C606, Grooved and Shouldered Type Joints.
20. MSS-SP 60, Connecting Flange Joint Between Tapping Sleeves and Tapping Valves.
21. NACE RP0188, Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.
22. NAPF 500-03, Surface Preparation Standard for Ductile Iron Pipe and Fittings Receiving Special External Coatings and/or Special Internal Linings.
23. NSF/ANSI 61, Drinking Water System Components - Health Effects.
24. SSPC PA 2, Measurement of Dry Coating Thickness with Magnetic Gages.
25. SSPC Painting Manual, Volume 1, Para. XIV.

### 1.03. QUALITY ASSURANCE

#### A. Qualifications:

1. Manufacturer:
  - a. Manufacturer shall have a minimum of five years successful experience producing ductile iron pipe and fittings and shall be able to show evidence of at least five installations in satisfactory operation in the United States that are similar applications to the specified service.
  - b. Lining and coating products shall be manufactured by a firm with a minimum of five years successful experience in protecting pipelines exposed to the specified service conditions , and shall be able to show evidence of at least five installations in satisfactory operation in the United States that are similar applications to the specified service.
  - c. When not applied by the manufacturer, lining and coating Subcontractor shall have a minimum of five years successful experience in the application of the specified linings and coatings for similar applications for the specified service, and shall be able to show evidence of at least five installations in satisfactory operation in the United States.

#### B. Supply and Compatibility:

1. Unless otherwise approved, obtain all pipe, fittings, and appurtenances included in this Section from a single ductile iron pipe manufacturer.
2. Ductile iron pipe manufacturer shall review and approve or prepare all Shop Drawings and other submittals for pipe, fittings, and appurtenances furnished under this Section.
3. Pipe, fittings, and appurtenances shall be suitable for the specified service and shall be integrated into overall piping system by ductile iron pipe manufacturer.
4. Ductile iron pipe manufacturer shall be responsible for all products and all factory-applied linings and coatings, whether installed at pipe manufacturer's facility or at manufacturer's Supplier's facility.

#### C. Regulatory Requirements:

1. Pipe and fittings, including linings and coatings, that will convey potable water or water that will be treated to become potable, shall be certified by an accredited organization

in accordance with NSF/ANSI 61 as being suitable for contact with potable water, and shall comply with requirements of authorities having jurisdiction at Site.

#### 1.04. SUBMITTALS

- A. Action Submittals: Submit the following with Shop Drawings required under Section 15050, Exposed Piping Installation:
  - 1. Shop Drawings:
    - a. Detailed drawings and data for pipe, fittings, gaskets, appurtenances, linings, and coatings.
- B. Informational Submittals: Submit the following:
  - 1. Certificates:
    - a. Submit certificate signed by manufacturer of each product that product conforms to applicable referenced standards and the Contract Documents.
  - 2. Source Quality Control Submittals:
    - a. Submit results of specified shop tests for pipe, fittings, linings, and coatings.

#### 1.05. DELIVERY, STORAGE, AND HANDLING

- A. Delivery:
  - 1. Deliver products to Site.
  - 2. Upon delivery, inspect pipe and appurtenances for cracked, gouged, chipped, dented, and other damage and immediately remove damaged products from Site.
- B. Storage:
  - 1. Store products for convenient access for inspection and identification. Store products off the ground using pallets, platforms, or other supports. Protect packaged products from corrosion and deterioration.
  - 2. Pipe and fittings may be stored outdoors without cover.
- C. Handling:
  - 1. Handle pipe, fittings, specials, and accessories carefully with approved handling devices. Do not drop or roll material of delivery vehicles. Do not otherwise drop, roll, or skid piping.
  - 2. Avoid unnecessary handling.
  - 3. Keep pipe interiors free of dirt and foreign matter.
  - 4. Protect interior linings and exterior coatings of pipe and fittings from damage. Replace pipe and fittings with damaged lining regardless of cause of damage. Repair damaged coatings.

### PART 2 – PRODUCTS

#### 2.01. MATERIALS

- A. General:
  - 1. Piping systems shall be suitable for their intended use.



B. Ductile Iron Pipe, Joints, and Fittings:

1. Flanged Joints: Conform to ANSI/AWWA C110 and ANSI/AWWA C111 or ANSI/AWWA C153 for compact fittings, capable of meeting Pipe Class 53 requirements and shall conform to ANSI A21.10, 250 psi rating.
  - a. Gaskets: Unless otherwise specified, gaskets shall be at least 1/8-inch thick, ring or full-face as required for the pipe, of synthetic rubber compound containing not less than 50 percent by volume nitrile or neoprene, and shall be free from factice, reclaimed rubber, and other deleterious substances. Gaskets shall be suitable for the service conditions specified, specifically designed for use with ductile iron pipe and fittings.
  - b. Bolts: Comply with ANSI B18.2.1.
    - a) Exposed: ASTM A307, Grade B.
  - c. Nuts: Comply with ANSI B18.2.2.
    - a) Exposed: ASTM A563, Grade A, Heavy hex.
  - d. Manufacturers: Provide products of one of the following:
    - a) American Cast Iron Company
    - b) Clow – A Division on McWane, Inc.
    - c) Griffin Pipe Products, Co.
    - d) U.S. Pipe
    - e) Sigma Corp.
    - f) Or equal.

C. Lining, General:

1. Typical Service Conditions:

Property	Pipe
Size	4-inch through 60-inch
Fluid Conveyed Through Pipe	Potable Water
pH Range	6 – 8 S.U.
Temperature Range	35 – 85 degrees F
Maximum Fluid Velocity	15 fps
Lining Type	Cement Mortar Lining

D. Cement-mortar Lining:

1. Ductile iron pipe and fittings shall be lined with a bituminous seal coated cement-mortar lining in accordance with AWWA C104, except the thickness for pipe shall be double that specified.
2. Fittings may be lined with an NSF/ANSI Standard 61 approved fusion bonded epoxy meeting the applicable sections of AWWA C116.
3. The exterior of flanged ductile iron pipe and fittings for exposed piping shall have factory applied coating suitable for interior process piping as noted below.

2.02. MARKING FOR IDENTIFICATION

A. Stamp, mark, and identify fittings with:

1. Manufacturer's identification.

2. Pressure rating.
3. Nominal diameters of openings.
4. Country where cast.
5. Number of degrees or fraction of the circle on bends.
6. Letters “DI” or “Ductile” cast on them.

## 2.03. EXTERIOR SURFACE PREPARATION AND COATINGS

### A. Exposed Pipe and Fittings:

1. Surface Preparation:
  - a. Initial Surface Inspection: Pipe and fitting manufacturer and coating applicator shall inspect surface to be coated and mutually determine recommended NAPF 500-03 surface preparation method.
  - b. Surface Preparation: Prepare surface in accordance with recommended NAPF 500-03 method.
  - c. Finished Surface Inspection: Prepared surfaces shall be inspected by coating applicator prior to application to determine acceptability of finished surface. If surface is unacceptable, repeat surface preparation and re-application as necessary.
2. Primer/Intermediate Coat:
  - a. Minimum 70-percent volume solids, high-build, fast drying, polyamide epoxy designed for steel in industrial exposures, with 250 grams per gallon VOC, maximum.
  - b. One coat, 5.0 to 10.0 dry mils.
3. Finish Coat:
  - a. Minimum 70-percent volume solids, high-build, fast drying, polyamide epoxy designed for steel in industrial exposures, with 250 grams per gallon VOC, maximum.
  - b. One coat, 5.0 to 10.0 dry mils.

## PART 3 – EXECUTION

### 3.01. GENERAL

- #### A. Deliver assemblies to specified location.

++ END OF SECTION ++

**APPENDIX B**  
**INSURANCE REQUIREMENTS**  
**ERIE COUNTY WATER AUTHORITY**



FURNISH AND DELIVER  
EIGHT REDUCED PRESSURE ZONE BACKFLOW PREVENTER ASSEMBLIES  
FOR STURGEON POINT WATER TREATMENT PLANT  
PROJECT NO: 202500127

**INSURANCE REQUIREMENTS**

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the lifetime use of vendors "Product" and/or applicable statute of limitation.

**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. **C 105.2 Certificate Required**

**b. New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used. **DB 120.1 Certificate Required**

**c. Commercial General Liability:**

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

**d. Automobile Liability:**

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

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 is provided for NYS domiciled employees Forms C 105.2 for NYS Worker Comp and DB 120.1 for NYS DBL are required.**

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

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than “A-” with a Financial Strength Code (FSC) of at least VII.

The professional service provider shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a “claims made” basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

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

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

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

## END OF INSURANCE REQUIREMENTS



SCHAE-2

OP ID: LN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Benz Associates LLC 36 Buffalo Street Hamburg, NY 14075 Richard Benz	716-648-3230	<b>CONTACT NAME:</b> Richard Benz	
		<b>PHONE (A/C, No, Ext):</b> 716-648-3230	<b>FAX (A/C, No):</b> 716-648-3589
		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Erie Insurance Company	26263
		<b>INSURER B:</b> Flagship City	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**  
Schaefer Plumbing Supply Co Inc  
Po Box 1007  
Buffalo, NY 14202

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		Q61 0088459	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	Y		Q04-5140264	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			Q28-5170461	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 3,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	Q89-5101894	05/01/2025	05/01/2026	PER STATUTE <input checked="" type="checkbox"/> OTH-ER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The certificate holder listed is an additional insured on a primary and non-contributory basis on the General and Auto liability policies.

APPROVED/MJM

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: Q61-0088459

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Erie County Water Authority 295 Main Street, Room 350 Buffalo, NY 14203	Sturgeon Point Water Treatment Plant
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY NUMBER: Q61-0088459

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Erie County Water Authority 295 Main Street, Room 350	Sturgeon Point Water Treatment Plan Furnish and Deliver backflow preventer assemblies
Buffalo, NY 14203	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**Workers'  
Compensation  
Board**

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

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b> Schaefer Plumbing Supply Co., Inc. Po Box 1007 Buffalo, NY 14240  <b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</b>	<b>1b. Business Telephone Number of Insured</b> 716-855-2395  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 160624100
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  Erie County Water Authority 295 Main Street, Room 350 Buffalo, NY 14203	<b>3a. Name of Insurance Carrier</b> Erie Insurance Company  <b>3b. Policy Number of Entity Listed in Box "1a"</b> Q89-5101894  <b>3c. Policy effective period</b> 05/01/2025 to 05/01/2026  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

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

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

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

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

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

Approved by: Richard E Benz  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  07/29/2025  
(Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-648-3230

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.





# CERTIFICATE OF INSURANCE COVERAGE

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) <b>SCHAEFER PLUMBING SUPPLY COMPANY INC</b> <b>PO BOX 1007</b> <b>BUFFALO, NY 14240</b>	1b. Business Telephone Number of Insured <b>716-853-2406</b>
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1c. Federal Employer Identification Number of Insured or Social Security Number <b>160624100</b>
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  <b>Erie County Water Authority</b> <b>293 Main Street, Room 350</b> <b>Buffalo, NY 14203</b>	3a. Name of Insurance Carrier <b>ShelterPoint Life Insurance Company</b>  3b. Policy Number of Entity Listed in Box "1a" <b>DBL521761</b>  3c. Policy effective period <b>01/01/2025</b> to <b>12/31/2026</b>


4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/31/2025 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Leston Welsh, Chief Executive Officer

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

### PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

#### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





## **Additional Instructions for Form DB-120.1**

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

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

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### **NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

#### **§220. Subd. 8**

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.