

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

Contract: _____ **Project No.:** 202000153

Project Description: Furnish and Deliver Check Valves for
Erie County Water Authority Pump Stations.

Item Description:


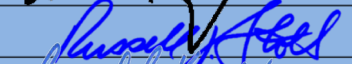

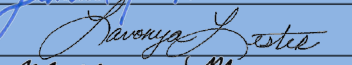
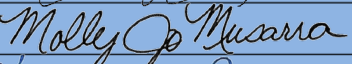


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|---|--|--|---------------------------------------|
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD | <input type="checkbox"/> NYSDOT Agreement | <input checked="" type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids | | |
| <input type="checkbox"/> Request for Proposals | | | |
| <input type="checkbox"/> Other _____ | | | |

Action Requested:

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

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Sr. Production Engineer		Date: 1/13/2021
<input checked="" type="checkbox"/> Chief Operating Officer		Date: 1/13/2021
<input checked="" type="checkbox"/> Executive Engineer		Date: 1/13/2021
<input checked="" type="checkbox"/> Director of Administration		Date: 1/13/2021
<input checked="" type="checkbox"/> Risk Manager		Date: 01/13/2021
<input checked="" type="checkbox"/> Chief Financial Officer		Date: 01/13/2021
<input checked="" type="checkbox"/> Legal		Date: 01/13/2021

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: 01/13/21
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Remarks: Unit price contract.
(Contractor: Lock City Supply, Inc.)

Resolution Date: _____

Item No: _____



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

January 11, 2021

To: Terrence D. McCracken, Secretary to the Authority

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

Subject: Furnish and Deliver Check Valves and Butterfly Valves for Erie County Water Authority Pump Stations
ECWA Project No. 202000153

On Tuesday, July 28, 2020, the Authority received nine (9) bids for furnishing and delivering check valves and butterfly valves. The bid format was developed to allow the Authority to award the check valves and butterfly valves to separate bidders, based on cost and valve model. The bids have been reviewed, a mathematical check has been performed, and an evaluation of each valve type has been completed. Prior to awarding the contracts, the Authority field tested similar valves to confirm their operation in our system. Through the testing, it has been confirmed that the valves will be beneficial to the operation of the Authority's pump stations.

The following is a summary of the recommended bidder for each valve type:

A. Check Valves

1. Lowest Responsible Bidder – Lock City Supply, Inc.
 - T. Mina Supply East was the apparent low bidder, but the model of the valve they included in the bid documents does not meet our technical specifications. Since T. Mina Supply does not meet the technical specifications for the check valves, their bid on these valves should be rejected.
 - Lock City Supply was the second lowest bidder and the model of the valve they included in the bid documents meets our technical specifications.

B. Butterfly Valves

1. Lowest Responsible Bidder – T. Mina Supply East, Inc.
 - Lock City Supply was the apparent low bidder, but the model of the valve they included in the bid documents does not meet our technical specifications. Since Lock City does not meet the technical specifications for the butterfly valves, their bid on these valves should be rejected.
 - T. Mina Supply East was the second lowest bidder and the model of the valve they included in the bid documents meets our technical specifications.

The WMBE and apprenticeship requirements are not applicable for this contract because this is a material supply contract rather than a construction contract. Both of the above-mentioned contractors have provided adequate proof of insurance, approved by the Authority's Claims Representative/Risk Manager.

We, therefore, recommend award of the Check Valves to Lock City Supply, Inc. in the amount of \$77,090 and award of the Butterfly Valves to T. Mina Supply East, Inc. in the amount of \$19,690.00.

To: Terrence D. McCracken
Secretary to the Authority

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January 11, 2021

Budget Information:

Unit: 1020 Control Operations

Capital Budget Item Nos. 101484-Replace Check Valves and Butterfly Valves at Various Locations

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 per contractor for execution by Authority's Chairman.

CJJ:jmf

Attachments

cc: L.Kowalski

M.Wymer

L.Lester

ECWA-722-2003-X-12

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

Contract: _____ Project No.: 202000153
Project Description: Furnish and Deliver Check Valves for
Erie County Water Authority Pump Stations

CONTRACT AWARD

Contractor/Supplier: Check Valves - Lock City Supply, Inc.
Award Amount: \$77,090.00

BID SUMMARY

Date Advertised for Bids: <u>6/29/2020</u>	Date of Bid Opening: <u>7/28/2020</u>
Bidder	Total Bid Amount - Check Valves
<u>Lock City Supply, Inc. (lowest resp. bidder)</u>	<u>\$77,090.00</u>
<u>T. Mina Supply East, Inc.</u>	<u>\$74,384.00</u>
<u>Collins Niagara</u>	<u>\$85,314.00</u>
<u>Ferguson Waterworks</u>	<u>\$85,360.00</u>
<u>RM Headlee</u>	<u>\$91,310.00</u>
<u>Industrial Steel and Boiler Services, Inc.</u>	<u>\$91,763.00</u>
<u>Fluid Kinetics, Inc.</u>	<u>\$104,344.00</u>
<u>K&S Contractors Supply, Inc.</u>	<u>\$113,376.00</u>
<u>Dezurik, Inc.</u>	<u>\$143,384.00</u>

Attachments: ☒ Bid Tabulation ☐ Consultant's Recommendation

APPROVALS (Select applicable)

☐ WMBE APPROVAL
Affirmative Action Officer _____ Date _____

☒ INSURANCE APPROVAL
Claims Rep/Risk Manager Molly Op Musarra Date 1/11/2021

☐ NYS CERTIFIED APPRENTICESHIP
PROGRAM APPROVAL
Coordinator of Employee Relations _____ Date _____

Remarks: _____

BID OPENING

PROJECT: Furnish and Deliver Check Valves and Butterfly Valves

PN: 202000153

BIDS ARE NOT IN LOWEST TO HIGHEST BIDDERS AS THERE WERE TWO SEPARATE ITEMS TO BID ON

ADVERTISED SOURCE: DODGE REPORT
NYS CONTRACT REPORTER

DATE: 6/29/2020
6/29/2020

BID OPENING: Tuesday, July 28, 2020

CHECK VALVES			4			9			5			3			1		
Item No.	Quantity	Description	Ferguson Waterworks 6040 Drott Drive East Syracuse, New York 13057			Dezurik, Inc. 250 Riverside Avenue N. Sartell, MN 5637-21289			RM Headlee 3649 California Road Orchard Park, New York 14127			Collins Niagara 5910 Firestone Drive Syracuse, New York 13206			T. Mina Supply East, Inc. 609 Buffalo Road Rochester, New York 14611		
			Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price
1	2	4-inch Check Valves	Pratt - Surge Inhibitor	\$1,570	\$3,140	Dezurik - CRF 100SA	\$4,299	\$8,598	Valmatic - 7200	\$1,470	\$2,940	Pratt - Surge Inhibitor	\$1,569	\$3,138	Pratt-150 FlexCheck Surge Inhibitor	\$1,421	\$2,842
2	2	6-inch Check Valves	Pratt - Surge Inhibitor	\$2,070	\$4,140	Dezurik - CRF 100SA	\$4,555	\$9,110	Valmatic - 7200	\$2,005	\$4,010	Pratt - Surge Inhibitor	\$2,137	\$4,274	Pratt-150 FlexCheck Surge Inhibitor	\$1,873	\$3,746
3	7	8-inch Check Valves	Pratt - Surge Inhibitor	\$2,523	\$17,663	Dezurik - CRF 100SA	\$5,253	\$36,771	Valmatic - 7200	\$2,465	\$17,255	Pratt - Surge Inhibitor	\$2,580	\$18,060	Pratt-150 FlexCheck Surge Inhibitor	\$1,873	\$13,111
4	3	12-inch Check Valves	Pratt - Surge Inhibitor	\$4,105	\$12,314	Dezurik - CRF 100SA	\$6,997	\$20,991	Valmatic - 7200	\$4,215	\$12,645	Pratt - Surge Inhibitor	\$4,069	\$12,207	Pratt-150 FlexCheck Surge Inhibitor	\$3,715	\$11,145
5	7	16-inch Check Valves	Pratt - Surge Inhibitor	\$6,872	\$48,105	Dezurik - CRF 100SA	\$9,702	\$67,914	Valmatic - 7200	\$7,780	\$54,460	Pratt - Surge Inhibitor	\$6,805	\$47,635	Pratt-150 FlexCheck Surge Inhibitor	\$6,220	\$43,540
Delivery Time (weeks)			12-20 weeks						10 - 12 weeks			12 - 22 weeks			22 - 24 weeks		
Check Valves Total Net Bid			\$85,360			\$143,384			\$91,310			\$85,314			\$74,384		

LOWEST RESPONSIBLE BIDDER

CHECK VALVES			2			6			8			7		
Item No.	Quantity	Description	Lock City Supply, Inc. 650 West Avenue, P.O. Box 481 Lockport, New York 14095			Industrial Steel & Boiler Services, Inc. 939 Chicopee Street, Suite 2 Chicopee, MA 01013			K&S Contractors Supply, Inc. 1941 Gunnville Road Lancaster, New York 14086			Fluid Kinetics Inc. P.O. Box 655 Orchard Park, New York 14127		
			Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price
1	2	4-inch Check Valves	Pratt-Surge Inhibitor	\$1,418	\$2,836	Pratt - PSI	\$1,688	\$3,375	Valmatic - 7204ABFMIX	\$1,826	\$3,652	GA Ind. - SB200D-BD-P1-1s	\$1,773	\$3,546
2	2	6-inch Check Valves	Pratt-Surge Inhibitor	\$1,869	\$3,738	Pratt - PSI	\$2,225	\$4,450	Valmatic - 7204ABFMIX	\$2,483	\$4,966	GA Ind. - SB200D-BD-P1-1s	\$2,297	\$4,594
3	7	8-inch Check Valves	Pratt-Surge Inhibitor	\$2,279	\$15,953	Pratt - PSI	\$2,713	\$18,988	Valmatic - 7204ABFMIX	\$3,059	\$21,413	GA Ind. - SB200D-BD-P1-1s	\$2,841	\$19,887
4	3	12-inch Check Valves	Pratt-Surge Inhibitor	\$3,707	\$11,121	Pratt - PSI	\$4,413	\$13,238	Valmatic - 7204ABFMIX	\$5,237	\$15,711	GA Ind. - SB200D-BD-P1-1s	\$5,083	\$15,249
5	7	16-inch Check Valves	Pratt-Surge Inhibitor	\$6,206	\$43,442	Pratt - PSI	\$7,388	\$51,713	Valmatic - 7204ABFMIX	\$9,662	\$67,634	GA Ind. - SB200D-BD-P1-1s	\$8,724	\$61,068
Delivery Time (weeks)			22 - 24 weeks											
Check Valves Total Net Bid			\$77,090			\$91,763			\$113,376			\$104,344		

Apparent Low Bidder

Discrepancy between bid forms and tabulation

BID OPENING

PROJECT: Furnish and Deliver Check Valves and Butterfly Valves

PN: 202000153

BIDS ARE NOT IN LOWEST TO HIGHEST BIDDERS AS THERE WERE TWO SEPARATE ITEMS TO BID ON

ADVERTISED SOURCE: DATE:
DODGE REPORT 6/29/2020
NYS CONTRACT REPORTER 6/29/2020

BID OPENING: Tuesday, July 28, 2020

BUTTERFLY VALVES			4			8			3			5			2		
Item No.	Quantity	Description	Ferguson Waterworks 6040 Drott Drive East Syracuse, New York 13057			Dezurik, Inc. 250 Riverside Avenue N. Sartell, MN 5637-21289			RM Headlee 3649 California Road Orchard Park, New York 14127			Collins Niagara 5910 Firestone Drive Syracuse, New York 13206			T. Mina Supply East, Inc. 609 Buffalo Road Rochester, New York 14611		
			Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price
1	2	4-inch Butterfly Valves	Pratt - HP25011	\$965	\$1,930	Dezurik - BAW	\$1,145	\$2,290	GA Ind. - 804	\$720	\$1,440	Pratt - HP25011	\$989	\$1,978	Pratt - HP25011	\$873	\$1,746
2	5	8-inch Butterfly Valves	Pratt - HP25011	\$1,140	\$5,698	Dezurik - BAW	\$1,419	\$7,095	GA Ind. - 804	\$975	\$4,875	Pratt - HP25011	\$1,125	\$5,625	Pratt - HP25011	\$1,031	\$5,155
3	3	12-inch Butterfly Valves	Pratt - HP25011	\$1,767	\$5,302	Dezurik - BAW	\$2,049	\$6,147	GA Ind. - 804	\$1,365	\$4,095	Pratt - HP25011	\$1,807	\$5,421	Pratt - HP25011	\$1,600	\$4,800
4	3	16-inch Butterfly Valves	Pratt - HP25011	\$2,942	\$8,826	Dezurik - BAW	\$2,699	\$8,097	GA Ind. - 804	\$3,115	\$9,345	Pratt - HP25011	\$2,989	\$8,967	Pratt - HP25011	\$2,663	\$7,989
Delivery Time (weeks)			12-20 weeks									12 - 22 weeks					
Butterfly Valves Total Net Bid			\$21,756			\$23,629			\$19,755			\$21,991			\$19,690		

BUTTERFLY VALVES			1			7			9			6		
Item No.	Quantity	Description	Lock City Supply, Inc.			Industrial Steel & Boiler Services, Inc.			K&S Contractors Supply, Inc.			Fluid Kinetics Inc.		
			Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price	Manufacturer	Unit Price	Total Price
1	2	4-inch Butterfly Valves	Pratt - HP25011	\$872	\$1,744	Pratt - HP25011	\$1,038	\$2,075	GA Ind. - 804	\$953	\$1,906	GA Ind. - 804	\$988	\$1,976
2	5	8-inch Butterfly Valves	Pratt - HP25011	\$1,029	\$5,145	Pratt - HP25011	\$1,225	\$6,125	GA Ind. - 804	\$1,288	\$6,440	GA Ind. - 804	\$1,067	\$5,335
3	3	12-inch Butterfly Valves	Pratt - HP25011	\$1,596	\$4,788	Pratt - HP25011	\$1,900	\$5,700	GA Ind. - 804	\$1,812	\$5,436	GA Ind. - 804	\$1,666	\$4,998
4	3	16-inch Butterfly Valves	Pratt - HP25011	\$2,657	\$7,971	Pratt - HP25011	\$3,163	\$9,488	GA Ind. - 804	\$4,130	\$12,390	GA Ind. - 804	\$3,262	\$9,786
Delivery Time (weeks)			12 - 14 weeks											
Butterfly Valves Total Net Bid			\$19,648			\$23,388			\$26,172			\$22,095		

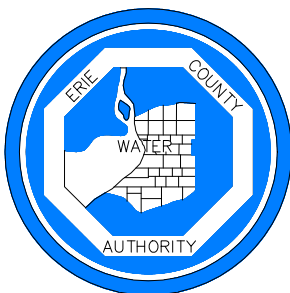
Apparent Low Bidder
Discrepancy between bid forms and tabulation

Materials and Supplies Contract

For Check Valves

Project No. 202000153

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



**MATERIALS AND SUPPLIES CONTRACT
FOR CHECK VALVES**

This Agreement, effective January 21, 2021 (“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

LOCK CITY SUPPLY, INC.

650 West Avenue
Lockport, New York 14094

hereinafter referred to as the “Supplier.”

The Authority seeks to enter into a contract with the Supplier to furnish and deliver check valves for its pump stations upon the terms and conditions stated in this Agreement

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

ARTICLE 1 – THE PROCUREMENT

1.01 The Supplier shall furnish and deliver the check valves (collectively, the “Valves”) in accordance with the quantities and sizes set forth in the table in paragraph 4.01 of this Agreement.

1.02 The Supplier shall furnish and deliver the Valves upon the following terms and conditions:

- A. All valves shall be delivered to the Authority’s Service Center located at 3030 Union Road, Cheektowaga, New York prior to **August 1, 2021**.
- B. In response to the Authority’s Invitation to Bid, the Supplier submitted and signed Bid Documents and Proposal, a copy of which is attached to, and incorporated in, this Agreement as Appendix A.
- C. Bid Specifications set forth in the Invitation to Bid are incorporated in this Agreement as Appendix B.

1.03 This Agreement shall remain in effect until all materials or supplies are delivered or until August 1, 2021, whichever is sooner.

- A. The parties may agree in writing to extend this Agreement under the same terms and conditions including, but not limited to, price if the Supplier has not delivered the number of units contemplated by this Agreement.
- B. Prior to August 1, 2021, the parties may also agree in writing to increase the number of units for any materials or supplies to be sold by the Supplier to the Authority upon the following conditions:
 - i. The units of materials or supplies are within the original specifications of this Agreement; and
 - ii. All units will be delivered prior to August 1, 2021.
- C. Paragraphs A and B of this section must comply with the requirements of Article 5 of this Agreement.

ARTICLE 2 – COMPLIANCE

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

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

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

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

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

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

2.07 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.

ARTICLE 3 – PRICING & DELIVERY SCHEDULE

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

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

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

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

3.04 The Supplier shall deliver such material and supplies within 90 days after receipt of an Authority purchase order. The Supplier's failure to timely delivery an order shall constitute a material breach of this Agreement for which the Authority may seek and recover damages, including attorney fees and other expenses.

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

ARTICLE 4 – PAYMENT FOR MATERIALS AND SUPPLIES

4.01 The Supplier agrees to accept the unit prices as listed for furnishing and delivering the following materials and supplies:

CHECK VALVES

Item No.	Quantity	U/M	Description	Manufacturer	Model	Unit Price	Total Price
1	2	Ea.	4-inch Check Valves	Henry Pratt	Pratt Surge Inhibitor	\$1,418.00	\$2,836.00
2	2	Ea.	6-inch Check Valves	Henry Pratt	Pratt Surge Inhibitor	\$1,869.00	\$3,738.00
3	7	Ea.	8-inch Check Valves	Henry Pratt	Pratt Surge Inhibitor	\$2,279.00	\$15,953.00
4	3	Ea.	12-inch Check Valves	Henry Pratt	Pratt Surge Inhibitor	\$3,707.00	\$11,121.00
5	7	Ea.	16-inch Check Valves	Henry Pratt	Pratt Surge Inhibitor	\$6,206.00	\$43,442.00

4.02 The Unit Price Payment above includes all freight, cartage, rigging, postage or other transportation charges. No additional charges for delivery may be added to the Unit Price Payment.

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

ARTICLE 5 – GENERAL PROVISIONS

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

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

5.03 Right to Terminate: The Authority reserves the right to terminate the Supplier's procurement at any time, without cause, based on seven (7) days' written notice. The Supplier

shall not be entitled to lost profit and shall furnish and deliver only such materials and supplies, after notification of termination, as the Authority directs.

5.04 Indemnification:

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

5.05 Insurance:

- A. The Supplier shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix C.
- B. The Supplier shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement.
- C. The Supplier shall provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Supplier shall provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.

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

5.07 New York Law and Jurisdiction: Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Supplier and the Authority shall be governed, interpreted

and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

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

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

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

5.11 Independent Status: Nothing contained in the Agreement shall be construed to render either the Authority or the Supplier, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Supplier shall remain an independent contractor responsible for its own actions. The Supplier is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

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

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

5.14 Gratuities, Illegal or Improper Schemes:

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

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

ARTICLE 6 – SEVERABILITY

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

ARTICLE 7 – EXECUTORY CLAUSE

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

ARTICLE 8 – TERMINATION

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

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

LOCK CITY SUPPLY, INC.

By _____
William J. Kelley, President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

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

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2021, before me personally came William J. Kelley, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York, that he is the President of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public

APPENDIX A

Bid Documents & Proposal

DOCUMENTS AND PROPOSAL

BID DESCRIPTION: Furnish and Deliver Check Valves and Butterfly Valves for Erie County Water Authority Pump Stations

PROJECT No.: 202000153

OPENING DATE: [INSERT]

TIME: [INSERT]

NAME OF BIDDER: Lock City Supply Inc.

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

NAME: William J. Kelley

TITLE President

SUBMISSION DATE: 7/20/2020

ADDRESS: 650 West Ave, Lockport NY 14094

PHONE: (716) 625-8666

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

NAME: William J. Kelley

TITLE President

ADDRESS: 650 West Ave, Lockport NY 14094

PHONE: (716) 625-8666

EMAIL: kelley@lockcitysupply.com

BID ITEMS & BID SHEET

BID DESCRIPTION: Furnish and Deliver Check Valves and Butterfly Valves for Erie County Water Authority Pump Stations

PROJECT No.: 202000153

Ship to: ERIE COUNTY WATER AUTHORITY
SERVICE CENTER

Attention: Clayton J. Johnson, Production Engineer

Address: 3030 Union Road, Buffalo, New York 14227

- 1. Bidder shall identify the manufacturer and model number in the Bid Sheet 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.*
- 2. Award of portions of the Contract shall be based upon various Bidders' abilities to provide the Goods specified, as well as OWNER's consideration of cost. Cost consideration shall separately be based on the Check Valves Total Net Bid amount and Butterfly Valves Total Net Bid amount.*

CHECK VALVES

Item No.	Quantity	U/M	Description	Manufacturer	Model	Unit Price	Total Price
1	2	Ea.	4-inch Check Valves	Henry Pratt	Pratt Surge Inhibitor	1,418.00	2,836.00
2	2	Ea.	6-inch Check Valves	Henry Pratt	Pratt Surge Inhibitor	1,869.00	3,738.00
3	7	Ea.	8-inch Check Valves	Henry Pratt	Pratt Surge Inhibitor	2,279.00	15,953.00
4	3	Ea.	12-inch Check Valves	Henry Pratt	Pratt Surge Inhibitor	3,707.00	11,121.00
5	7	Ea.	16-inch Check Valves	Henry Pratt	Pratt Surge Inhibitor	6,206.00	43,442.00

CHECK VALVES
TOTAL NET BID

\$77,090.00

BUTTERFLY VALVES

Item No.	Quantity	U/M	Description	Manufacturer	Model	Unit Price	Total Price
1	2	Ea.	4-inch Butterfly Valves	Henry Pratt	2FII	872.00	1,744.00
2	5	Ea.	8-inch Butterfly Valves	Henry Pratt	2FII	1,029.00	5,145.00
3	3	Ea.	12-inch Butterfly Valves	Henry Pratt	2FII	1,596.00	4,788.00
4	3	Ea.	16-inch Butterfly Valves	Henry Pratt	2FII	2,657.00	7,971.00

**BUTTERFLY VALVES
TOTAL NET BID**

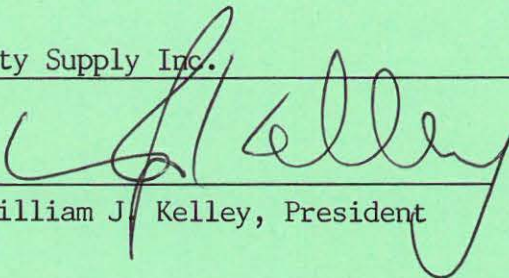
19,648.00

NOTE: Bid results are available on the Erie County Water Authority website, 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 material/equipment/labor above-described at the above-quoted price and in accordance with all applicable Bid Specifications.

NAME OF BIDDER: Lock City Supply Inc.

AUTHORIZED SIGNATURE:


William J. Kelley, President

DATE: 7/27/2020

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 Lock City Supply Inc.

ADDRESS OF PRINCIPAL OFFICE: STREET 650 West Ave

CITY Lockport

AREA CODE 716 PHONE 625-8666 STATE NY ZIP 14094

Check one: CORPORATION X 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: _____

ADDRESS OF LOCAL OFFICE: STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

William J. Kelley 4520 Sharon Dr. Lockport NY 14094

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 16-1016357

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 36.

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:

*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.

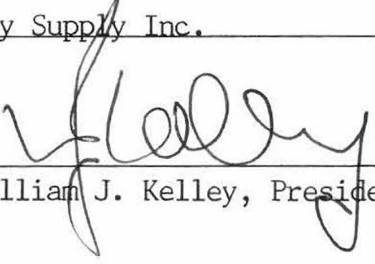
IF the Amendment is a Condition of the Bid Proposal and the Authority rejects the Amendment, the Authority will deem the Bid withdrawn and will proceed to award the Bid to the next lowest, responsible bidder.

☒ 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: Lock City Supply Inc.

AUTHORIZED SIGNATURE: _____


William J. Kelley, President

DATE: _____

07/28/20

BID SECURITY FORM**BIDDER (Name and Address):****LOCK CITY SUPPLY, INC.**

P.O. Box 481

Lockport, New York 14094-0481

SURETY (Name and Address of Principal Place of Business):**NGM INSURANCE COMPANY**

4601 Touchton Road West, Suite 3400

Jacksonville, Florida 32246-4486

OWNER:

Erie County Water Authority

295 Main Street, Room 350

Buffalo, New York 14203

BIDBID DUE DATE: July 21, 2020**PROJECT: Furnish and Deliver Check Valves and Butterfly Valves for Erie County Water Authority Pump Stations**

Project No: 202000153

BONDBOND NUMBER: 072120DATE: (Not later than Bid due date): July 21, 2020PENAL SUM: Five Percent of the Amount of Attached Bid

(Words)

(5% Amt Bid)

(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**LOCK CITY SUPPLY, INC.** (Seal)

Bidder's Name and Corporate Seal

By: 

Signature and Title William J. Kelley, President

Attest: Signature and Title *Officer***SURETY****NGM INSURANCE COMPANY** (Seal)

Surety's Name and Corporate Seal

By: Signature and Title Andrew Tokasz, Attorney-in-Fact
(Attach Power of Attorney)Attest: 

Michael Dean, Attorney-in-Fact

APPENDIX A

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

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

3.01 This obligation shall be null and void if:

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

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

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

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

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

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

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

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

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

END OF BID BOND

INDIVIDUAL ACKNOWLEDGEMENT

State of New York)
County of Erie)

On the _____ day of _____, 20____, before me personally came _____
_____, to me known and known to me to be the Individual described in and
who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Notary Public

CORPORATE ACKNOWLEDGMENTS

State of New York)
County of Erie)

On the 21st day of July in the year 2020, before me personally came William J. Kelley to me known, who,
being by me duly sworn, did depose and say that he reside(s) in Niagara County, New York; that he is the
President of the Lock City Supply, Inc. the corporation described in and which executed the above instrument;
that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was
so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like
authority.



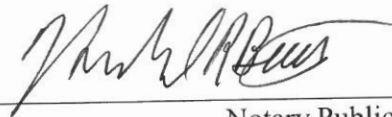
Notary Public

MICHAEL R. BONETTO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 04/07/2022

SURETY ACKNOWLEDGEMENT

State of New York)
County of Erie)

On the 21st day of July in the year 2020, before me personally came Andrew Tokasz, to me known,
who, being by me duly sworn, did depose and say that he reside(s) in Erie County, New York; that he is the
Attorney-in-Fact of the NGM Insurance Company the corporation described in and which executed the above
instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate
seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name
thereto by like authority.



Notary Public

MICHAEL R. BONETTO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 04/07/2022

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Candace J Casey-Wnek, Andrew Tokasz, Lawrence DiGiulio, Cynthia A Scharf, April A Adams, Michael Dean, Lauren Bordonaro** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.


This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

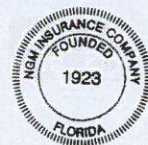
Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Senior Vice President.

General Counsel and Secretary and its corporate seal to be hereto affixed this 26th day of September, 2019.

NGM INSURANCE COMPANY By:


Bruce R Fox
Senior Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this September 26, 2019, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 26th day of September, 2019.

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

21st day of July, 2020.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431. Attn: Bond Claims

DocuGuard #04340 contains a security policy, a privacy policy, and a disclaimer. [Click here to view the policies.](#)





I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 14, 2019, the following officers were elected and remain in office:

THOMAS M. VAN BERKEL CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER
 JEFFREY B. KUSCH EXECUTIVE VICE PRESIDENT, FIELD OPERATIONS
 CHRISTOPHER R. LISTAU EXECUTIVE VICE PRESIDENT, INSURANCE OPERATIONS
 BRUCE R. FOX SENIOR VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
 THOMAS T. FRAZIER SENIOR VICE PRESIDENT, TREASURER & CHIEF INVESTMENT OFFICER
 AMY J. FREDERICK SENIOR VICE PRESIDENT & CHIEF INFORMATION OFFICER
 DANIEL J. GAYNOR SENIOR VICE PRESIDENT & CHIEF UNDERWRITING OFFICER
 MICHAEL D. LANCASHIRE SENIOR VICE PRESIDENT, CLAIMS
 DAVID S. MEDVIDOFSKY SENIOR VICE PRESIDENT, HUMAN RESOURCES
 JOHN A. THOMPSON, JR. SENIOR VICE PRESIDENT, STRATEGIC PLANNING & GOVERNANCE
 DEAN P. DORMAN VICE PRESIDENT & CHIEF ACTUARY
 NANCY L. GIORDANO-RAMOS, ROBERT T. HETZEL, JR.,
 DARRYL J. OSMAN, JANET M. ROOT, GERARD W. WATERS VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2018.

ADMITTED ASSETS

Bonds at Amortized Values \$ 1,547,609,940
 Stocks at Market Value 460,950,534
 First Mortgage Loans 10,168,000
 Real Estate 3,928,649
 Cash in Office and Banks (14,067,315)
 Short Term Investments 8,937,199
 Agent's Balance (Less than 90 Days) 284,647,655
 Accrued Interest 12,824,741
 Other Assets 206,160,191
 TOTAL ADMITTED ASSETS 2,521,159,594

LIABILITIES

Reserve for Losses 1,085,650,187
 Reserve for Loss Adjustment Expenses 213,841,654
 Reserve for Unearned Premiums 565,557,407
 Reserve for Other Underwriting Expenses 38,757,824
 Reserve for Taxes, Licenses, and Fees 11,036,108
 Loss Drafts in Transit 0
 Other Liabilities 56,313,218
 Total Liabilities 1,971,156,398
 Policyholders' Surplus 550,003,196
 TOTAL \$ 2,521,159,594

Securities as deposited by law, included above = \$ 6,120,444

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on
 this 22nd day of March, 2019

IN WITNESS THEREOF I hereunto subscribe
 my name and affix the seal of said company
 this 22nd day of March, 2019

Yasha Ann Philpot



Yasha Ann Philpot
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm. #FP15117
 Expires 10/3/2019

Bruce R. Fox

Bruce R. Fox
 Senior Vice President, General Counsel & Secretary



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 20th day July, 20 20TERMS Net 30 Days DELIVERY DATE AT DESTINATION Cheektowaga, NYFIRM NAME Lock City Supply Inc.ADDRESS 650 West AveLockport NY ZIP 14094AUTHORIZED SIGNATURE TYPED NAME OF AUTHORIZED SIGNATURE William J. KelleyTITLE President TELEPHONE No. (716) 625-8666

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

By:  Date: 7/20/2020

Name: William J. Kelley

Title: President

Contractor Name: Lock City Supply Inc.

Contractor Address: 650 West Ave

Lockport NY 14094

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

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

Offerer Certification:

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

By:  Date: 7/20/2020

Name: William J. Kelley

Title: President

Contractor Name: Lock City Supply Inc

Contractor Address: 650 West Ave

Lockport NY 14094

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:

Lock City Supply Inc.Address: 650 West AveLockport NY 14094Name and Title of Person Submitting this Form: William J. KelleyContract Procurement Number: 202000153Date: 7/20/2020

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

☒ No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
- No Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle)
- No Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

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

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

By:  Date: 7/20/2020

Signature

Name: William J. Kelley

Title: President

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.

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

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

SEXUAL HARASSMENT BIDDING CERTIFICATION

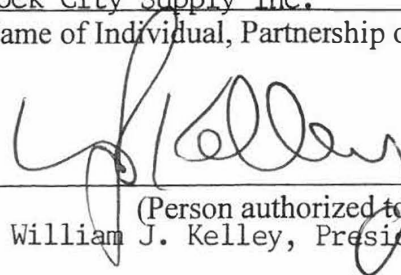
- (a) "By submission of this bid/proposal, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual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

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

Lock City Supply Inc.

(Name of Individual, Partnership or Corporation)

By


(Person authorized to sign)

William J. Kelley, President

(SEAL)

APPENDIX B

Bid Specifications

SECTION 1 - SHOP DRAWING SUBMITTAL AND CORRESPONDENCE PROCEDURE

1.01 GENERAL

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

1.02 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Submittals of Shop Drawings shall be made to the OWNER at the address listed below:

Clayton J. Johnson PE, Production Engineer
 Erie County Water Authority
 3030 Union Road
 Buffalo, New York 14227
cjohnson@ecwa.org

- B. Letter of Transmittal for Submittals:

1. Provide separate letter of transmittal with each submittal. Each submittal shall be for one Specification Section.
2. At the beginning of each letter of transmittal and each letter of inquiry, provide a reference heading indicating the following:
 - a. OWNER's Name: _____
 - b. Project Name: _____
 - c. Contract No.: _____
 - d. Transmittal No.: _____
 - e. Section No.: _____
3. For submittals with proposed deviations from requirements of the Contract Documents, the letter of transmittal shall specifically describe each proposed variation.

- C. All Shop Drawings submitted shall bear SUPPLIER's stamp of approval and signature, as evidence that submittal has been reviewed by SUPPLIER and verified as complete and in accordance with the Contract Documents. Submittals without this SUPPLIER's stamp of approval will not be reviewed by the OWNER and will be returned to the SUPPLIER.

1. SUPPLIER's stamp shall contain the following:

"Project Name: _____

Contractor's Name: _____

Date: _____

Item/Submittal Title: _____

Specification Section: _____

Submittal No. and Review Cycle: _____

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

Approved By (for SUPPLIER): _____”

- D. The SUPPLIER shall initially submit to OWNER a full electronic submittal file. Initial submittal does not require paper copy, only final approved submittal shall be provided with two (2) full paper copies, along with the electronic final copy.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Owner.
 - 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name of firm or entity that prepared submittal.
 - d. Names of subcontractor, manufacturer, and/or supplier.
 - e. Indication of full or partial submittal.
 - f. Transmittal number numbered consecutively.
 - g. Remarks.
- F. Processing Time: Allow time for submittal review, including time for resubmittals, as follows.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. OWNER will advise SUPPLIER when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.

1.03 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

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

- F. **Manufacturer Certificates:** Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. **Product Certificates:** Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. **Material Certificates:** Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. **Material Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. **Product Test Reports:** Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. **Field Test Reports:** Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

1.04 OWNER's REVIEW

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

Work in accordance with the submittal and the Contract Documents, provided it is in accordance with corrections indicated. Provide to OWNER record re-submittal with all corrections made. Receipt of corrected re-submittal is required before materials or equipment covered in the submittal will be eligible for payment.

4. Revise and Resubmit: Upon return of submittal marked “Revise and Resubmit”, make the corrections indicated and re-submit to OWNER for approval.
5. Not Approved: This disposition indicates material or equipment that cannot be approved. Upon return of submittal marked “Not Approved”, repeat initial submittal procedure utilizing approvable material or equipment.

SECTION 2 – CHECK VALVES

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope:

1. This Section includes the provision for all labor, materials, equipment and incidentals as shown, specified and required to furnish valves and appurtenances, complete and operational for installation by OWNER.
2. The SUPPLIER is responsible for delivery of the valves to ECWA's Service Center (3030 Union Road, Cheektowaga, NY 14227). SUPPLIER shall provide OWNER a minimum 72-hour prior notice of scheduled delivery date.

1.02 QUALITY ASSURANCE

A. Manufacturer's Qualifications:

1. Manufacturer shall have a minimum of ten years of experience producing substantially similar equipment and shall be able to show evidence of at least five installations in satisfactory operation for at least ten years.
2. The manufacturer of the valve shall have a quality management system in place and shall be ISO 9001:2015 certified and ISO 14001:2015 environmental management system.
3. The equipment manufacturer shall review and approve or prepare all Shop Drawings and other submittals for all components furnished under this Section.
4. All components shall be specifically constructed for the specified service conditions and shall be integrated into the overall assembly by the equipment manufacturer.

B. Component Supply and Compatibility:

1. The valve manufacturer shall review and approve all Shop Drawings and other submittals for all components furnished under this Section.

1.03 REFERENCES

A. Standards referenced in this Section are listed below:

1. American Water Works Association (AWWA) Standard ANSI/AWWA C508.
2. NSF/ANSI 61 Drinking Water System Components – Health Effects, and certified to be Lead-Free in accordance with NSF/ANSI 372.
3. ISO 900
4. AWWA C504, Rubber-Seated Butterfly Valves.

1.04 SUBMITTALS

A. Shop Drawings: Submit the following:

1. Product data sheets.
 2. Complete catalog information, including dimensions, weight, specifications, and identification of materials of construction of all parts.
 3. Cv values and headloss curves.
 4. Control characteristics of modulating valves.
 5. Certificates of compliance with AWWA Standards, where applicable.
 6. Corrosion resistance information to confirm suitability of the valve materials for the application. Information on chemical resistance of elastomers shall be furnished from the elastomer manufacturers.
 7. Power and control wiring diagrams, including terminals numbers for electric actuators.
 8. Complete nameplate data of valves and electric actuators.
 9. Special tools list.
- B. Calculations: Submit the following:
1. Sizing of operating mechanism with extension stems.
 2. Sizing of gear actuators.
 3. Sizing of anchor bolts.
- C. Operation and Maintenance Data:
1. Submit complete installation, operation and maintenance manuals including test reports, maintenance data and schedules, description of operation and spare parts information.
 2. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
 3. Source Information: For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent.
 4. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - a. Standard printed maintenance instructions and bulletins.
 - b. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - c. Identification and nomenclature of parts and components.
 - d. List of items recommended to be stocked as spare parts.
 5. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - a. Test and inspection instructions.
 - b. Troubleshooting guide.
 - c. Precautions against improper maintenance.

- d. Disassembly; component removal, repair, and replacement; and reassembly instructions.
- e. Aligning, adjusting, and checking instructions.
- f. Demonstration and training videotape, if available.
- 6. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- 7. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
- 8. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- 9. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- 10. Warranty: Include copies of warranties and lists of circumstances and conditions that would affect validity of warranties.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and handle the valves in accordance with the manufacturer's recommendations.
- B. Deliver all valves to the following address:
 - 1. ECWA Service Center: 3030 Union Road, Buffalo, NY 14227.
- C. All valves shall be delivered prior to August 1, 2021.

1.06 WARRANTY

- A. The valves shall be guaranteed to be free from defects in materials and workmanship for a period of two years, from the date the valves are delivered and approved.

PART 2 PRODUCTS

2.01 GENERAL

- A. Valves shall be designed, manufactured, tested and certified to American Water Works Association Standard ANSI/AWWA C508 and C504.
- B. All wetted components of valves shall be certified to NSF/ANSI 61 Drinking Water System Components – Health Effects, and certified to be Lead-Free in accordance with NSF/ANSI 372.

- C. Manually operated valves, with or without extension stems, shall require not more than a 40-pound pull on the manual operator to open or close a valve against the specified criteria. The gear actuator and the valve components shall be able to withstand a minimum pull of 200 pounds on the manual operator and an input torque of 300-foot pounds to an actuator nut. Manual operators include handwheel, chain, crank, lever and a T-handle wrench.
- D. Provide all valves to turn clockwise to close, unless otherwise specified.
- E. Provide all valves with permanent markings for direction to open.
- F. Provide valves with flanged ends conforming to ANSI B16.1. The pressure class of the flanges shall be equal to or greater than the specified pressure rating of the valves.
- G. All materials of construction of the valves shall be suitable for the application as required.
- H. Protect wetted parts from galvanic corrosion due to contact of two different metals.
- I. Provide all valves with manufacturer's name and rated pressure cast in raised letters on the valve body.
- J. Provide valves with brass or Type 316 stainless steel nameplates attached with Type 316 stainless steel screws. Nameplates shall have embossed letters and shall include the following information as a minimum:
 - 1. Valve size.
 - 2. Pressure and temperature ratings.
 - 3. Application (process designation).
 - 4. Date of manufacture.
 - 5. Manufacturer's name.
- K. For stainless steel bolting, except where Nitronic-60 nuts are required, use anti-seize compound, graphite free, to prevent galling. Strength of the joint shall not be affected by the use of anti-seize compound.
- L. Unless otherwise indicated, all valves and appurtenances shall be provided with a manufacturer's warranty for two years from the delivery date.
 - 1. During the warranty period, the manufacturer shall provide the services of a trained representative to make adjustments, repairs and replace defective equipment at no cost to OWNER.
 - 2. The manufacturer shall bear costs incurred under the terms of the warranty, including travel, housing, and dining expenses.

2.02 SWING CHECK VALVES

A. MANUFACTURERS

1. Provide products of one of the following:
 - a. Val Matic Valve and Manufacturing Corp., Surgebuster Series 7200
 - b. Henry Pratt Co. PSI Surge Inhibitor Check Valve
 - c. Dezurik-APCO Series 100 Rubber Flapper Swing Check
 - d. No Substitutions Allowed.

B. DESCRIPTION

1. General:
 - a. Provide valves conforming to AWWA C508 and as specified herein.
 - b. Sizes: 4-inch through 24-inch.
 - c. Type: Flexible Disc Swing
 - d. Connection: Flanged ends conforming to ANSI 16.1, Class 125.
 - e. Rated Working Pressure: Up to 250 psi
 - f. The seating surface shall be on a 45-degree angle to minimize disc travel. A threaded port with pipe plug shall be provided on the bottom of the valve to allow for field installation of a backflow actuator or oil cushion device without special tools or removing the valve from the line.
 - g. Top access port shall be full size and shall allow removal of disc without removing valve from service.
 - h. Valves shall be suitable for horizontal or vertical mounting.
 - i. The check valves shall have a clear waterway with full open area equal to the pipe diameter.
 - j. A threaded port with pipe plug shall be provided in the access cover to allow for field installation of a mechanical, disc position indicator.
 - k. Provide check valves with mechanical position indicator. Shall have continuous contact with disc to ensure accurate readings.
 - l. Valve shall include 120 VAC connection for electronic valve position indication.
 - m. Provide valves with screw type backflow actuator.
 - n. The disc shall be of one-piece construction, precision molded with an integral O-ring type sealing surface and reinforced with alloy steel. The flex portion of the disc contains nylon reinforcement and shall be warranted for twenty-five years. Non-Slam closing characteristics shall be provided through a short 35-degree disc stroke and a disc accelerator to provide a cracking pressure of 0.3 psig.
 - o. Provide disc accelerator to close check valve rapidly during high head conditions
 - i. Shall be enclosed within the valve and securely held in place between the disc and the valve cover.
 - ii. Shall have large radius to allow for smooth movement.
 - iii. Shall be field adjustable and replaceable without removing valve from line.
 - p. Obtain all swing check valves included in this Section, regardless of component manufacturer, from a single manufacturer.

2. Materials of Construction: All materials of construction shall conform to AWWA C508 and shall be as follows for various valve components:
 - a. Body and Cover: ASTM A536, Grade 65-45-12 ductile iron
 - b. Disc: One-piece precision molded Buna-N (NBR) disc with 316 stainless steel and nylon reinforcing.
 - c. Disc Accelerator: One-piece construction. Type 302 stainless steel.
 - d. Hinge Shaft: Type 302 stainless steel.
 - e. O-Ring Seal: Shall be integral to the disc and made from same material. Shall provide drop tight seating under low and high pressures.
 - f. Mechanical Position Indicator: 316 Stainless steel
 - g. Screw type backflow actuator: Shaft: 316 stainless steel, Bushing: Bronze, Seals: EPDM. Special tools for ease of operations shall be provided.
 - h. All internal and external bolting and other hardware; including pins, set screws, studs, bolts, nuts and washers shall be Type 316 stainless steel.
3. Testing:
 - a. Test all valves in the shop in conformance with AWWA C508.
 - b. Permitted Leakage at Rated Pressures: Zero

2.03 NOT USED FOR THIS CONTRACT

2.04 TOOLS, SPARE PARTS AND MAINTENANCE MATERIALS (Not Used)

2.05 SURFACE PREPARATION AND PAINTING

- A. All valves shall be coated inside. The steel, cast-iron and ductile iron surfaces, except machined surfaces, shall be epoxy coated in accordance with AWWA C550 and NSF/ANSI 61 approved fusion bonded epoxy coating.
- B. Exterior of all valves and appurtenances, etc., shall receive manufacturer's standard epoxy coating system, prior to shipment. Owner to select and approve color.
- C. SUPPLIER shall certify, in writing, that the shop primer and finish coating system conform to the requirements of NSF-61 requirements.

PART 3 EXECUTION

3.01 INSTALLATION (Not Used).

3.02 START-UP AND TESTING (Not Used).

END OF BID SPECIFICATIONS

APPENDIX C

Insurance Requirements

ECWA PROJECT No. 202000153

Insurance Specs:

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

Insurance Requirements:

a. Workers Compensation:

Part 1: Workers Compensation: Statutory

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

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

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

c. Commercial General Liability:

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

d. Automobile Liability:

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

e. Umbrella Liability:

- \$1,000,000. Each Occurrence
- \$1,000,000. Aggregate
- Erie County Water Authority to be scheduled as an Additional Insured
- Per project aggregate shall apply

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

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

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

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

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/23/2020

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

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

PRODUCER USI Insurance Services, LLC 726 Exchange St. Ste 618 Buffalo, NY 14210 716 314-2000	CONTACT NAME: Linda A. Mayflower, ACSR, CPIA PHONE (A/C, No, Ext): 716 314-2060 FAX (A/C, No): 716-314-2199 E-MAIL ADDRESS: Linda.Mayflower@usi.com														
INSURED Lock City Supply Inc PO Box 481 Lockport, NY 14095	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1572 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 451 1437 478">INSURER A : Sentinel Insurance Company Ltd.</td> <td data-bbox="1437 451 1572 478">11000</td> </tr> <tr> <td data-bbox="816 478 1437 506">INSURER B : Hartford Fire Insurance Company</td> <td data-bbox="1437 478 1572 506">19682</td> </tr> <tr> <td data-bbox="816 506 1437 533">INSURER C : Hartford Accident & Indemnity Company</td> <td data-bbox="1437 506 1572 533">22357</td> </tr> <tr> <td data-bbox="816 533 1437 560">INSURER D :</td> <td data-bbox="1437 533 1572 560"></td> </tr> <tr> <td data-bbox="816 560 1437 588">INSURER E :</td> <td data-bbox="1437 560 1572 588"></td> </tr> <tr> <td data-bbox="816 588 1437 615">INSURER F :</td> <td data-bbox="1437 588 1572 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Company Ltd.	11000	INSURER B : Hartford Fire Insurance Company	19682	INSURER C : Hartford Accident & Indemnity Company	22357	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01SBARH7294	12/31/2020	12/31/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01UECZB9382	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01SBARH7294	12/31/2020	12/31/2021	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	01WECZT9445	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Additional Insured/Waiver of Subrogation coverage shown above and marked with an X apply only when such coverage is required by written contract signed by the insured prior to a loss to the extent covered by the

following endorsements:

(See Attached Descriptions)

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



DESCRIPTIONS (Continued from Page 1)

General Liability SS 00 08 04/05 - Business Liability Coverage Form

Automobile - HA9917 06/14 - Commercial Automobile Broad Form Endt NY

Workers Compensation WC 00 03 13 - Waiver of our Right to Recover from Others Endorsement

RE: **Project #202000153, Furnish and Deliver Check Valves and Butterfly Valves.**

Additional Insured Includes: Erie County Water Authority, its officers, agents and employees.

The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The Automobile Liability policy contains a special endorsement with Primary wording, when required by written contract.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) Lock City Supply Inc PO Box 481 Lockport, NY 14095 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (716) 625-8666 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured 16-1016357
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Erie County Water Authority 295 Main Street Room 350 Buffalo, NY 14203	3a. Name of Insurance Carrier Hartford Fire Insurance Company 3b. Policy Number of entity listed in box "1a": 01WECZT9445 3c. Policy effective period: 12/31/2020 to 12/31/21 3d. The Proprietor, Partners or Executive Officers are: X included. (Only check box if all partners/officers included)

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 will also notify the above certificate holder 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.***

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

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

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

Approved by: 
(Signature) 1/5/2021
(Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (716)342-3249

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. 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 DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) LOCK-CITY SUPPLY INC P.O. BOX 481 LOCKPORT, NY 14095-0000</p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p>	<p>1b. Business Telephone Number of Insured 7166258666</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 16-1016357</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage <small>(Entity Being Listed as the Certificate Holder)</small> Erie County Water Authority 3030 Union Road Buffalo, NY 14227</p>	<p>3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York</p> <p>3b. Policy Number of Entity Listed in Box "1a" D44082-000</p> <p>3c. Policy effective period 1/1/1982 to 11/29/2021</p>

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 **11/30/2020** By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number **(212) 355-4141** Name and Title **SUPERVISOR-DBL/POLICY SERVICES**

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 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 4C or 5B of Part 1 has 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 with respect to all of his/her 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 1201

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 New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance 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 Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Leave Note: On the cancellation of the disability and/or paid family leave benefit 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 NYS Disability and/or Paid Family Leave Benefit Coverage or other authorized proof that the business is complying with the mandatory coverage requirement of the New York State Disability and Paid Family Leave Benefit Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§ 220-Sund

(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.