

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

**Contract:** \_\_\_\_\_ **Project No.:** 202000153

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

**Item Description:**






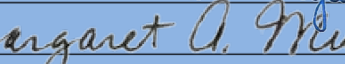

- |   |  |  |                                       |
|---|--|--|---------------------------------------|
| <input type="checkbox"/> Agreement                            | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment                     | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD                                  | <input type="checkbox"/> NYSDOT Agreement              | <input 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 |
|--|--|----------------|

**Remarks:** Unit price contract.  
(Contractor: T. Mina Supply East, 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

- 2 -

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 Butterfly Valves for  
Erie County Water Authority Pump Stations  
\_\_\_\_\_

**CONTRACT AWARD**

Contractor/Supplier Butterfly Valves - T. Mina Supply East, Inc.  
Award Amount: \$19,690.00

**BID SUMMARY**

Date Advertised for Bids: 6/29/2020 Date of Bid Opening: 7/28/2020

Bidder	Total Bid Amount / Butterfly Valves
Lock City Supply, Inc.	\$19,648.00
T. Mina Supply East, Inc. (lowest resp. bidder)	\$19,690.00
Collins Niagara	\$21,991.00
Ferguson Waterworks	\$21,756.00
RM Headlee	\$19,755.00
Industrial Steel and Boiler Services, Inc.	\$23,388.00
Fluid Kinetics, Inc.	\$22,095.00
K&S Contractors Supply, Inc.	\$26,172.00
Dezurik, Inc.	\$23,629.00

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 01/11/2021

☐ 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: DODGE REPORT  
NYS CONTRACT REPORTER

DATE: 6/29/2020  
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

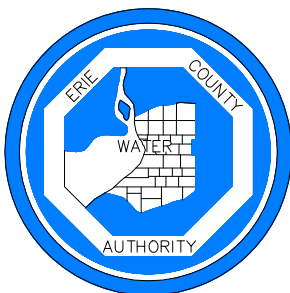
Discrepancy between bid forms and tabulation

# **Materials and Supplies Contract**

## **For Butterfly Valves**

**Project No. 202000153**

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



**MATERIALS AND SUPPLIES CONTRACT  
FOR BUTTERFLY 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

**T. MINA SUPPLY EAST, INC.**  
609 Buffalo Road  
Rochester, New York 14611

hereinafter referred to as the “Supplier.”

The Authority seeks to enter into a contract with the Supplier to furnish and deliver butterfly 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 butterfly 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, Buffalo New York prior to **July 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 July 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 July 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 July 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 FOB 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 by June 1, 2021. The Supplier's failure to timely delivery an order shall constitute a material breach of this Agreement for which the Authority may seek and recover damages, including attorney fees and other expenses.

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

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

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

**BUTTERFLY VALVES**

<b>Item No.</b>	<b>Quantity</b>	<b>U/M</b>	<b>Description</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Unit Price</b>	<b>Total Price</b>
1	2	Ea.	4-inch Butterfly Valves	Pratt	HP250 II	\$873.00	\$1,746.00
2	5	Ea.	8-inch Butterfly Valves	Pratt	HP250 II	\$1,031.00	\$5,155.00
3	3	Ea.	12-inch Butterfly Valves	Pratt	HP250 II	\$1,600.00	\$4,800.00
4	3	Ea.	16-inch Butterfly Valves	Pratt	HP250 II	\$2,663.00	\$7,989.00

**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

### **T. MINA SUPPLY EAST, INC.**

By \_\_\_\_\_  
Larry Danzinger, Chief Financial Officer

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 Larry Danzinger , to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York, that he is the Chief Financial Officer 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**

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DOCUMENTS AND PROPOSAL

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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: T. Mina Supply East, Inc

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

NAME: Sam Hall

TITLE Sales

SUBMISSION DATE: 7-17-2020

ADDRESS: 609 Buffalo Rd Rochester, NY 14611

PHONE: 585-235-6990

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

NAME: Lori Flanagan

TITLE Administrative

ADDRESS: 609 Buffalo Rd Rochester, NY 14611

PHONE: 585-235-6990

EMAIL: Lori.Flanagan@Tming.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.*

**BUTTERFLY VALVES**

Item No.	Quantity	U/M	Description	Manufacturer	Model	Unit Price	Total Price
1	2	Ea.	4-inch Butterfly Valves	PRATT	HP250 II	873.00	1,746.00
2	5	Ea.	8-inch Butterfly Valves	PRATT	HP250 II	1031.00	5,155.00
3	3	Ea.	12-inch Butterfly Valves	PRATT	HP250 II	1600.00	4,800.00
4	3	Ea.	16-inch Butterfly Valves	PRATT	HP250 II	2663.00	7,989.00

**BUTTERFLY VALVES  
TOTAL NET BID**

19,690.00

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

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

NAME OF BIDDER: T. MINA Supply EAST INC.

AUTHORIZED SIGNATURE:  DATE: 7-27-20

**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 T. Mina Supply East, Inc.

ADDRESS OF PRINCIPAL OFFICE: STREET 609 Buffalo Rd

CITY Rochester

AREA CODE 585 PHONE 235-6990 STATE NY ZIP 14611

Check one: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

INCORPORATED UNDER THE LAWS OF THE STATE OF New York

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

YES ☐ NO ☐

TRADE NAMES: T. Mina Supply East, Inc

ADDRESS OF LOCAL OFFICE: STREET 609 Buffalo Rd

CITY Rochester

AREA CODE 585 PHONE 235-6990 STATE NY ZIP 14611

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 11-3633889

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:

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\*Insert Additional Page(s) if necessary.

**Question 3:**

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

CHECK ONE:

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

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

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

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

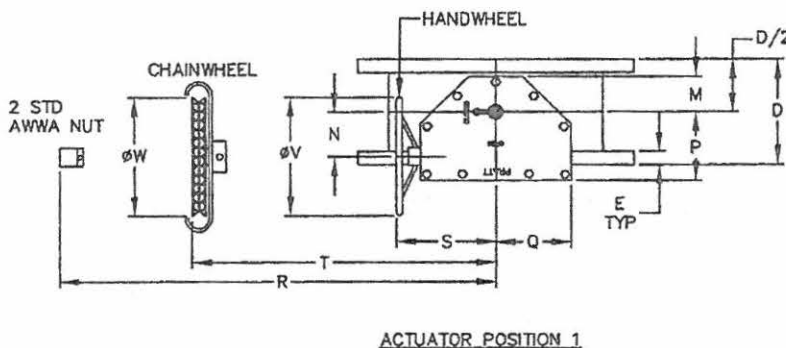
NAME OF BIDDER: T. Mina Supply East, Inc

AUTHORIZED SIGNATURE:  DATE: 7-17-2020

# ELWA BFV/CHECK VALVE

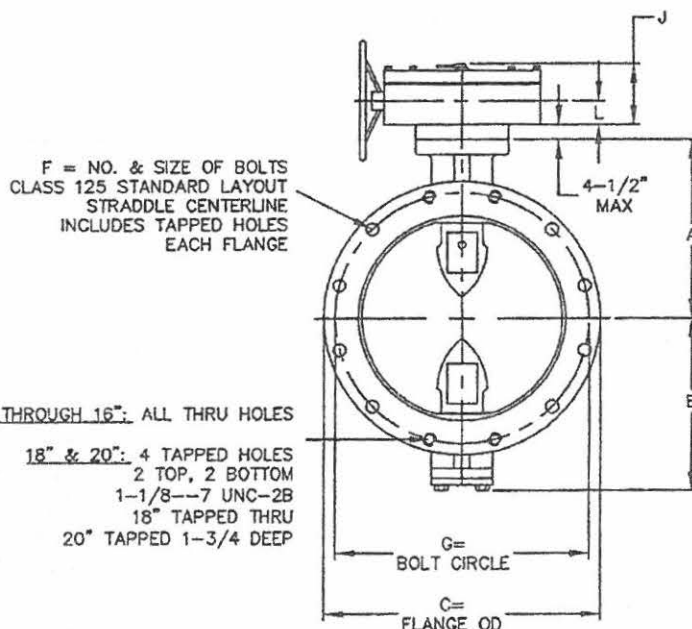
ACTUATOR SIZE	VALVE SIZE	J	L	M	N	P	Q	R	S	T	V	W	NUMBER OF TURNS
MDT-2S	3-8"	4-11/16	2	2-1/8	2	4-1/2	4-1/4	8-1/4	7-7/8	7-7/8	8	9-1/8	32
MDT-3S	10-14"	5-5/8	2-7/16	3-1/4	3-5/32	5-5/8	5-3/8	10-3/8	10-1/2	10-1/8	12	9-1/8	30
MDT-4S	16 & 18"	6-3/8	2-27/32	3-3/8	4	7-5/16	6-3/4	11-5/16	11-1/2	11	12	9-1/8	40
MDT-5	20"	7-9/16	3-15/32	4-1/2	5-1/2	8-3/4	10	17	17 3/16	17-3/16	18	16-7/16	44

VALVE SIZE	A	B	C	D	E	F	G
3	4-3/4	3-1/4	7-1/2	5	13/16	4--5/8	6
4	5-1/2	3-1/2	9	5	1	8--5/8	7-1/2
6	6-1/2	5-1/8	11	5	1-1/16	8--3/4	9-1/2
8	7-3/4	6-1/2	13-1/2	6	1-3/16	8--3/4	11-3/4
10	9	9-11/16	16	8	1-3/16	12--7/8	14-1/4
12	10-1/2	11-3/16	19	8	1-5/16	12--7/8	17
14	11-7/8	12-5/8	21	8	1-3/8	12--1	18-3/4
16	13-1/2	14-3/8	23-1/2	8	1-7/16	16--1	21-1/4
18	14-3/8	15-1/4	25	8	1-9/16	16--1-1/8	22-3/4
20	16	16-7/8	27-1/2	8	1-11/16	20--1-1/8	25



## NOTES:

- ALL DIMENSIONS SHOWN IN INCHES.
- "D" DIMENSION  $\pm 1/16$ " FOR 3" THRU 10" VALVES.  
"D" DIMENSION  $\pm 1/8$ " FOR 12" THRU 20" VALVES.
- FLANGE THROUGH BOLT HOLES WILL BE  $1/8$ " LARGER THAN DIAMETER OF BOLT.
- DIMENSIONS AND DRILLING OF END FLANGES CONFORM TO THE AMERICAN CAST IRON FLANGE STANDARDS, CLASS 125 (B16.1).
- VALVES MANUFACTURED & TESTED IN ACCORDANCE WITH AWWA SPECIFICATION C-504 LATEST REVISION, CLASS 250B.
- RECOMMENDATION FOR MATING FLANGES: WHERE INSULATING BUSHINGS ARE USED, IT IS NECESSARY THAT BOLT HOLES BE DRILLED OVERSIZE BY AN AMOUNT EQUAL TO TWO TIMES THE INSULATING SLEEVE THICKNESS TO MAINTAIN THE SAME MINIMUM CLEARANCE FOR BOLTS.



TOLERANCES	
FLANGE THICKNESS "E":	$\pm 1/8$
LAYING LENGTH "D":	
3" THRU 10"	$\pm 1/16$
12" THRU 20"	$\pm 1/8$
BOLT CIRCLE "G":	$\pm 1/64$
FLANGE O.D. "C":	
3" THRU 10"	$\pm 1/8$
12" THRU 20"	$\pm 3/16$

4	12/15/08	UPDATED TITLE BLOCK	JND	25
3	4/04/11	REVISE COLUMN "E" TOL.	JAM	ROB
2	10/06/09	REVISE COLUMN "B"	SK	ROB
1	9/02/09	CORRECT & UPDATE	CEM	JR
REV	DATE	DESCRIPTION	BY	APP
PRATT				
3"-20" BONDED SEAT HP250II ANSI 125# FLG MDT MANUAL				
SCALE NONE DATE 9/9/05				
DRAWN BY ES CHECKED BY JR				
APPROVED GA-BORDER				
DRWG. NO. GA-11478				REV 4 1/2



# PRATT®

a MUELLER brand

## HP250II® AND HP250™ BUTTERFLY VALVES

Engineering Creative Solutions for Fluid Systems Since 1901



**MUELLER**

# PRATT®

a **MUELLER** brand

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### **PRATT® HP250™**

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## SCOPE OF LINE

### Pratt® HP250II® Butterfly Valve



#### SIZES:

- 3" Through 20" Bonded Seat
- 24" Through 48" E-LOK® Seat

#### BODY STYLES:

- End Connections
- Flanged
- Mechanical Joint
- Flanged x Mechanical Joint

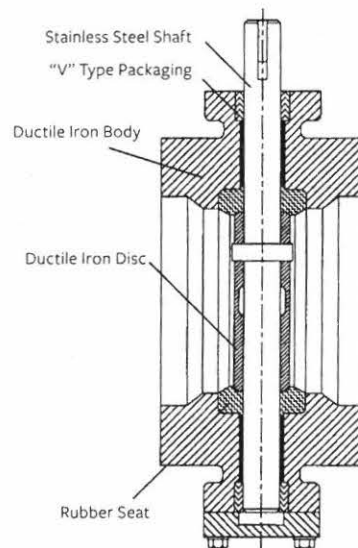
#### PRESSURE CLASS:

- AWWA 250 B

#### ACTUATION OPTIONS\*:

- Nut
- Handwheel
- Buried Service

\*Consult factory for other end connections and actuation options



## DESIGN AND CONSTRUCTION

- Ductile Iron Valve Body
- Stainless Steel Shaft
- Ductile Iron or Nickel Aluminum Bronze Disc
- Rubber Seat

## MATING CHART

	STEEL	CAST IRON/DUCTILE IRON
HP250™	AWWA C207-01 Class F	ANSI B16.1 Class 250
HP250II	AWWA C207-01 Class B Class D Class E MSS Sp-44 Steel C1.150 ASME B16.47-96 Steel C1.150 Series A	ANSI B16.1 Class 150 AWWA C110 Class 125

# HP250II® BUTTERFLY VALVE

## FEATURE

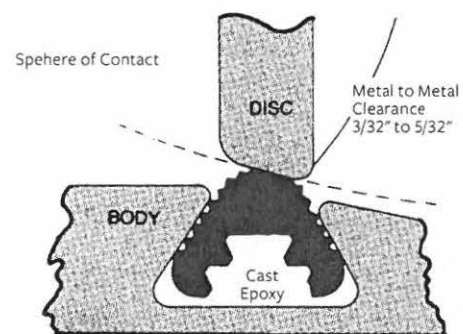
- Higher Pressures
- Wedge Size Range
- Low Seating / Unseating Torques
- Unique Disc Design
- Adjustable / Replaceable Seat on 24" and larger
- Choice of Valve Ends
- Actuators and Accessories

## BENEFIT

- Working pressures to 250 psi with temperatures to 150° F.
- Available in sizes 3" - 72" (flanged ends); 6" - 48" (mechanical joint ends).
- Increases seat life and reduces actuator size.
- Provides more strength, less weight, and greater free-flow area than conventional disc designs.
- E-LOK® design retains seat in body without metal hardware. If adjustable or replacement is required, both can be done in the field utilizing simple hand tools.
- Flange and Mechanical Joint. Flanges are in full accordance with ANSI B16.1, Class 125# cast iron flanges where applicable. Mechanical joint ends conform to ANSI 21.11. For ANSI Class 250# Flange, see page 8.
- Available with manual traveling nut or worm gear, electric motor or cylinder actuators; plus full range of extensions, indicators, positioners, remote controls and other accessories.

## A PROVEN STANDARD FOR BUBBLE-TIGHT CLOSURE

The E-LOK seating system features a rubber seat that provides multiple sealing lines which permit higher levels of radial compression. The multiple ridges are designed to reduce rubber stress levels for lower seating torques and better seating action. Unique epoxy injection process locks the seat against the disc with uniform pressure control around the entire periphery to provide a bubble-tight seal. Design also allows easy seat replacement without removing the valve from the line where possible.



# THE PRATT® SEAT ON BODY DESIGN ADVANTAGE

A key aspect of butterfly valve design relates to location of the rubber seat. Essentially the seat can be positioned on the body or on the disc per AWWA C504.

But the sum of the Pratt design, testing, and field experience has proven conclusively that seat on body design is preferred because it provides maximum reliability.

The major advantage of seat on body design is that the risk of damage to the rubber seat is minimized because the sealing edge of the disc is much harder than any corrosion deposits built up within the valve body or pipeline. (See Figures 1 and 2) This is important because build up can interfere with the swing radius of the disc. Additionally, seats on body are recessed and thus more protected than seat on disc designs.

Seat on disc designs are much more susceptible to damage because it is the relatively soft rubber seat on the disc that comes into contact with corrosion deposits and build up. Also any solid materials flowing in the fluid can impinge on a rubber seat located on the disc. (See Figure 3)

Another disadvantage of seat on disc design is that since the maximum velocity in a pipeline occurs at the upstream and downstream leading edges of the disc, the rubber seat on disc designs are much more susceptible to wear, vibration and potential loosening of hardware.

Conclusion: Pratt seat on body designs which do not depend on retaining hardware in the waterway for seat retention have recognized these potential problems and addressed them in advance. Successful field performance has substantiated the credibility of this design approach!!

## PRATT® – RUBBER SEAT ON BODY DESIGNS

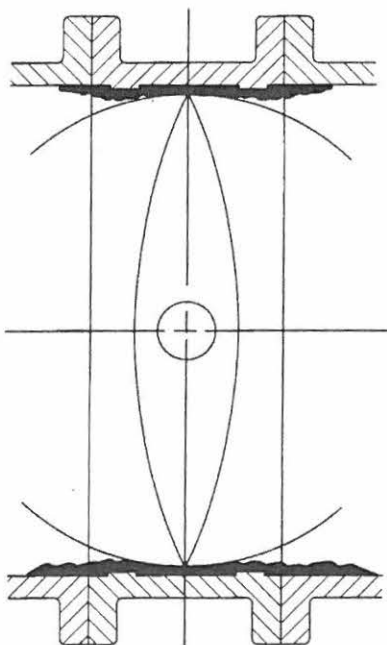


FIGURE 1

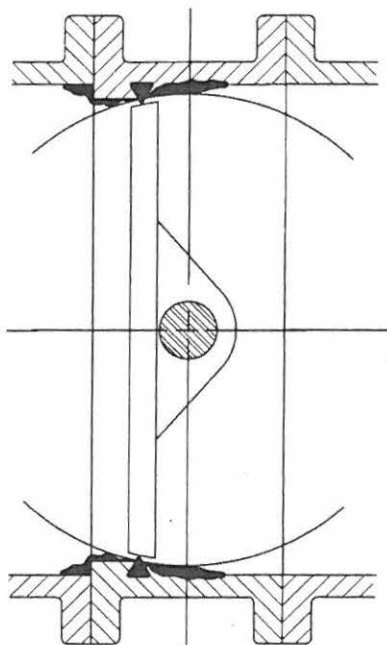


FIGURE 2

## RUBBER SEAT ON DISC DESIGN BY OTHERS

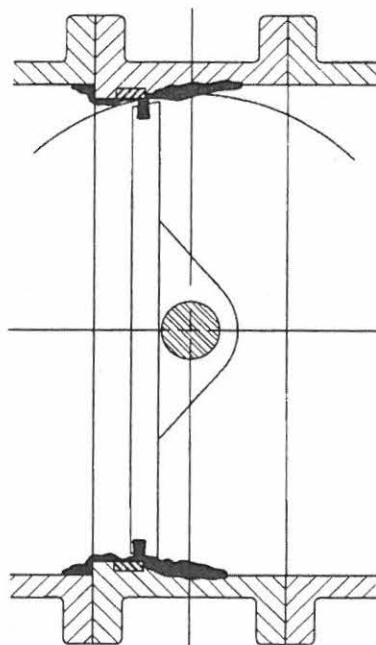


FIGURE 3

## HP250II® BUTTERFLY VALVE, 125# FLANGED & MJ SPECIFICATION

### GENERAL

Butterfly valves shall be manufactured in accordance with the latest revision of AWWA Standard C504 Class 250B, shall be suitable for a differential pressure of 250 psig, and be certified to NSF Standard 61. Valves shall be Pratt® Model HP250II and comply with the following details:

### VALVE BODIES

The body shall be constructed of Ductile Iron ASTM A536 Gr. 65-45-12, with flanged end connections drilled in accordance with ANSI B16.1, Class 125 or Mechanical Joint ends. The body wall thickness shall be in strict accordance with AWWA C504.

### VALVE SHAFTS

The shaft shall be made of ASTM A-564 Type 630 condition H-1150. The shaft seals shall be "V" type packing. Shaft seals shall be of a design allowing replacement without removing the valve shaft. No O-ring or "U" cup packing shall be allowed. The bearing shall be a stainless steel backed Teflon material. Bearing load shall not exceed 1/5 of the compressible strength of the bearing or shaft material.

### VALVE DISCS

The disc shall utilize an on-center shaft and symmetrical design, cast from Ductile Iron ASTM A536 Gr. 65-45-12. The disc edge shall be stainless steel type 316. Disc shall be retained by pins that extend through the full diameter of the shaft. The pin material shall be the same as the shaft material. Torque plugs or tangential fasteners shall not be allowed. For valve sizes 3" through 20" the rubber seat shall be of one piece construction, simultaneously molded and bonded directly into the body. The seat material shall be either Buna-N or EPDM rubber.

### VALVE ACTUATORS

Manual actuators shall be of the traveling nut, self-locking type and shall be designed to hold the valve in any intermediate position between fully open and fully closed without fluttering or creeping. The actuator shall have mechanical stops that will withstand and input torque of 450 ft/lb. against each stop. Manual actuators shall conform to AWWA Standard C504 and shall be Pratt MDT or an approved equal.

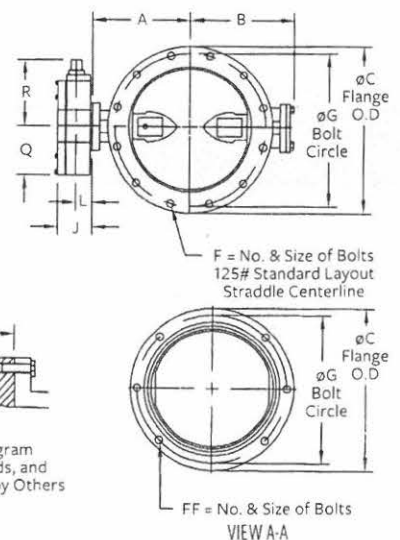
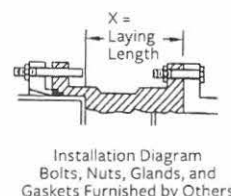
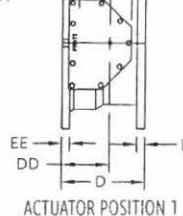
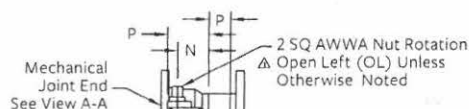
## HP250II® 6"-16", DUCTILE IRON BODY, FLANGED X MJ

VALVE SIZE	A	B	C	CC	D	DD	E	EE	F	FF	G	GG	X
6	6-1/2	5-1/8	11	11	6-3/4	4-1/4	1-1/16	1-1/16	8-3/4	6-3/4	9-1/2	9-1/2	4-1/4
8	7-3/4	6-1/2	13-1/2	13-1/4	7-5/16	4-5/16	1-1/8	1-1/8	8-3/4	6-3/4	11-3/4	11-3/4	4-13/16
10	9	9-7/8	16	15-9/16	9	5	1-1/4	1-3/16	12-7/8	8-3/4	14-1/4	14	6-3/4
12	10-1/2	11-3/8	19	17-15/16	9-1/4	5-1/4	1-1/4	1-1/4	12-7/8	8-3/4	17	16-1/4	6-3/4
16	13-1/2	14-3/8	23-1/2	22-9/16	10	6	1-7/16	1-3/8	16-1	12-3/4	21-1/4	21	6-1/2

ACTUATOR SIZE	J	L	M	N	P	Q	R	NUMBER OF TURNS
MDT-2S	4-11/16	2	2-1/8	2	4-1/2	4-1/2	8-1/4	32
MDT-3S	5-5/8	2-7/16	3-1/4	3-5/32	5-5/8	5-3/8	10-3/8	30
MDT-4S	6-3/8	2-27/32	3-3/8	4	7-5/16	6-3/4	11-5/16	40

#### Notes:

- All dimensions shown in inches.
- "D" dimension  $\pm 1/16$ " for 6" thru 10" valves.  
"D" dimension  $\pm 1/8$ " for 12" thru 20" valves.
- For bolts smaller than 1-3/4, bolt holes will be 1/8" larger than diameter of bolt. For bolts 1-3/4 or larger, bolt holes will be 1/4" larger than diameter of bolt.
- Dimensions and drilling of end flanges conform to the American Cast Iron Flange Standards, Class 125 (B16.1).
- Dimensions and drilling of mechanical joint end conform to ANSI/AWWA C111 / A21 / 11.
- Valves manufactured & tested in accordance with AWWA Specification C504 latest revision, Class 250B.
- Recommendation for mating flanges: Where insulating bushings are used, it is necessary that bolt holes be drilled oversize by an amount equal to two times the insulating sleeve thickness to maintain the same minimum clearance for bolts.





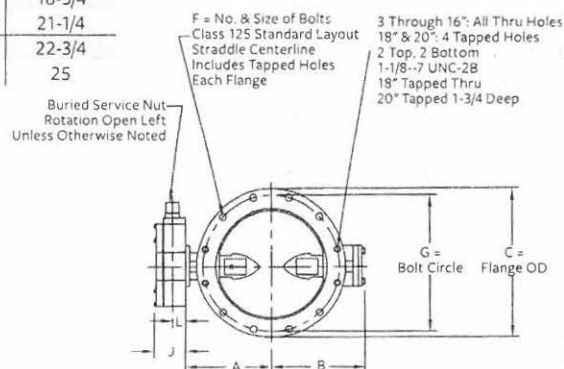
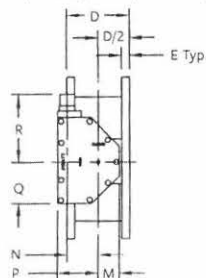
## HP250II® 3"-20", DUCTILE IRON BODY, ANSI 125# FLANGED ENDS

ACTUATOR VALVE SIZE	VALVE SIZE	J	L	M	N	P	Q	R	NUMBER OF TURNS
MDT-2S	3-8"	4-11/16	2	2-1/8	2	4-1/2	4-1/2	8-1/4	32
MDT-2S	10-14"	5-5/8	2-7/16	3-1/4	3-5/32	5-5/8	5-3/8	10-3/8	30
MDT-4S	16" & 18"	6-3/8	2-27/32	3-3/8	4	7-5/16	6-3/4	11-5/16	40
MDT-5	20"	7-9/16	3-15/32	4-1/2	5-1/2	8-3/4	10	17	44

VALVE SIZE	A	B	C	D	E	F	G
3	4-3/4	3-1/4	7-1/2	5	13/16	4-5/8	6
4	5-1/2	3-1/2	9	5	1	8-5/8	7-1/2
6	5-1/8	5-1/8	11	5	1-1/16	8-3/4	9-1/2
8	7-3/4	6-1/2	13-1/2	6	1-3/16	8-3/4	11-3/4
10	9	9-11/16	16	8	1-3/16	12-7/8	14-1/4
12	10-1/2	11-3/16	19	8	1-5/16	12-7/8	17
14	11-7/8	12-5/8	21	8	1-3/8	12-1	18-3/4
16	13-1/2	14-3/8	23-1/2	8	1-7/16	16-1	21-1/4
18	14-3/8	15-1/4	25	8	1-9/16	16-1-1/8	22-3/4
20	16	16-7/8	27-1/2	8	1-11/16	20-1-1/8	25

### Notes:

- All dimensions shown in inches.
- "D" dimension  $\pm 1/16$ " for 3" thru 10" valves.  
"D" dimension  $\pm 1/8$ " for 12" thru 20" valves.
- Flange through bolt holes will be  $1/8$ " larger than diameter of bolt.
- Dimensions and drilling of end flanges conform to the American Cast Iron Flange Standards, Class 125 (B16.1).
- Valves manufactured & tested in accordance with AWWA Specification C504 latest revision, Class 250B.
- Recommendation for mating flanges: Where insulating bushings are used, it is necessary that bolt holes be drilled oversize by an amount equal to two times the insulating sleeve thickness to maintain the same minimum clearance for bolts.



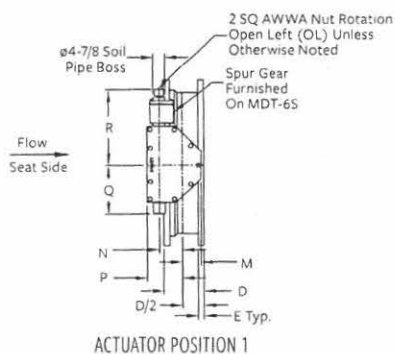
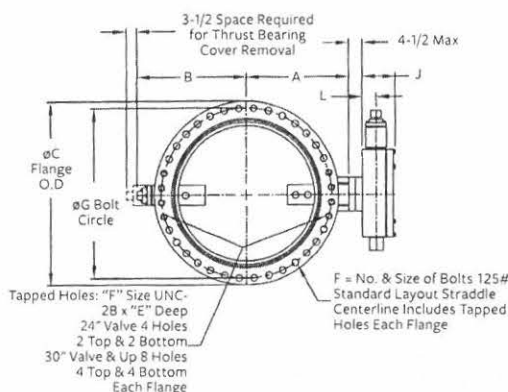
## HP250II® 24"-48", DUCTILE IRON BODY, ANSI 125# FLANGED ENDS

ACTUATOR SIZE	J	L	M	N	P	Q	R	NUMBER OF TURNS
MDT-5	7-9/16	3-15/32	4-1/2	5-1/2	8-3/4	10	17	44
MDT-5S	8-5/16	3-15/16	5-1/2	3-5/8	10-1/2	15-15/16	19-7/8	136
MDT-6S	10-3/16	5-1/16	7	8-1/4	12-5/8	14-3/16	26-1/2	215

VALVE SIZE	A	B	C	D	E	F	G
24	18-5/8	18-3/8	32	8	1-7/8	20-1-1/4	29-1/2
30	21-1/2	24-1/8	38-3/4	12	2-1/8	28-1-1/4	36
36	25-7/16	28-1/4	46	12	2-3/8	32-1-1/2	42-3/4
42	29-7/8	32-11/16	53	12	2-5/8	36-1-1/2	49-1/2
48	34-1/16	36-7/8	59-1/2	15	2-3/4	44-1-1/2	56

### Notes:

- All dimensions shown in inches.
- "D" dimension  $\pm 1/8$ " for 24" and larger valves.
- For bolts smaller than 1-3/4", bolt holes will be  $1/8$ " larger than diameter of bolt. For bolts 1-3/4" or larger, bolt holes will be  $1/4$ " larger than diameter of bolt.
- Dimensions and drilling of end flanges conform to the American Cast Iron Flange Standards, Class 125 (B16.1).
- Valves manufactured & tested in accordance with AWWA Specification C504 latest revision, Class 250B.
- Recommendation for mating flanges: Where insulating bushings are used, it is necessary that bolt holes be drilled oversize by an amount equal to two times the insulating sleeve thickness to maintain the same minimum clearance for bolts.
- Caution: it is recommended that valves be installed into piping system in accordance with AWWA M-11 to prevent any undue piping stress, deflection or bending that may effect the performance of the valve.
- Extension stem can be used with standard valve boxes or 5" soil pipe.



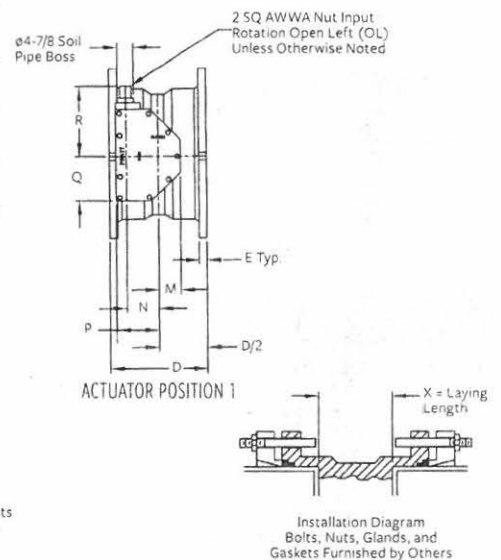
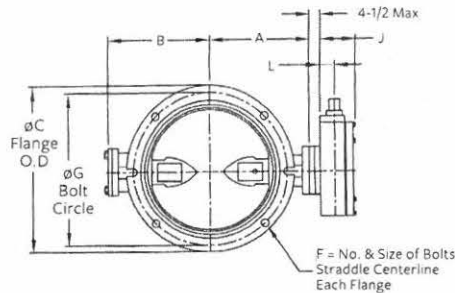
## HP250II® 4"-20" DUCTILE IRON BODY, MECHANICAL JOINT

ACTUATOR SIZE	VALVE SIZE	J	L	M	N	P	Q	R	NUMBER OF TURNS
MDT-2S	3-8"	4-11/16	2	2-1/8	2	4-1/2	4-1/4	8-1/4	32
MDT-2S	10-14"	5-5/8	2-7/16	3-1/4	3-5/32	5-5/8	5-3/8	10-3/8	30
MDT-4S	16" & 18"	6-3/8	2-27/32	3-3/8	4	7-5/16	6-3/4	11-5/16	40
MDT-5	20"	7-9/16	3-15/32	4-1/2	5-1/2	8-3/4	10	17	44

VALVE SIZE	A	B	C	D	E	F	G	X
4	5-1/2	3-1/2	9	8-1/8	1	4-3/4	7-1/2	3-1/8
6	6-1/2	5-1/8	11	8-1/2	1	6-3/4	9-1/2	3-1/2
8	7-3/4	6-1/2	13-1/4	8-5/8	1-1/8	6-3/4	11-3/4	3-5/8
10	9	9-7/8	15-9/16	10	1-3/16	8-3/4	14	5
12	10-1/2	11-3/8	17-15/16	10-1/2	1-1/4	8-3/4	16-1/4	5-1/2
14	11-7/8	12-3/4	20-5/16	11-1/2	1-5/16	10-3/4	18-3/4	4-1/2
16	13-1/2	14-3/8	22-9/16	12	1-3/8	12-3/4	21	5
18	14-3/8	15-1/4	24-11/16	12-1/4	1-3/8	12-3/4	23-1/4	5-1/4
20	16	16-7/8	27-3/32	12-1/2	1-1/2	14-3/4	25-1/2	5-1/2

### Notes:

- All dimensions shown in inches. "D" dimension  $\pm 1/16$ " for 3" thru 10" valves. "D" dimension  $\pm 1/8$ " for 12" thru 20" valves.
- Dimensions and drilling of mechanical joint end conform to ANSI/AWWA C111/A21.11.
- Recommendation for mating flanges. Where insulating bushings are used, it is necessary that bolt holes be drilled oversize by an amount equal to two times the insulating sleeve thickness to maintain the same minimum clearance for bolts.
- Valves manufactured & tested in accordance with AWWA Specification C504 latest revision, Class 150B.



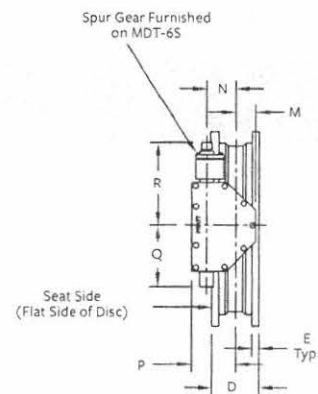
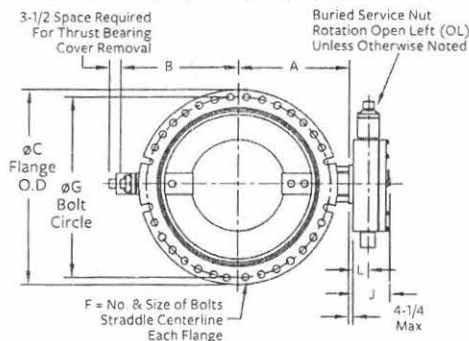
## HP250II® 24"-48" DUCTILE IRON BODY, MECHANICAL JOINT

ACTUATOR SIZE	J	L	M	N	P	Q	R	NUMBER OF TURNS
MDT-4S	6-3/8	2-27/32	3-3/8	4	7-5/16	6-3/4	11-5/16	40
MDT-5	7-9/16	3-15/32	4-1/2	5-1/2	8-3/4	10-7/16	17	44
MDT-5S	8-5/16	3-15/16	5-5/8	3-5/8	10-5/8	15-15/16	19-7/8	136
MDT-6S	10-3/16	5-1/16	7	8-1/4	12-5/8	18-5/8	26-1/2	215

VALVE SIZE	A	B	C	D	E	F	G	X
24	18-5/8	18-5/8	31-9/16	13-1/4	1-5/8	16-3/4	30	6-3/8
30	21-1/2	24-3/8	39	18	1-13/16	20-1	36-7/8	10
36	25-7/16	28-1/4	45-7/8	22	2	24-1	43-3/4	14
42	29-7/8	32-7/8	53	22	2	28-1-1/4	50-5/8	14
48	34-1/16	37-1/8	59-7/8	24	2	32-1-1/4	57-1/2	16

### Notes:

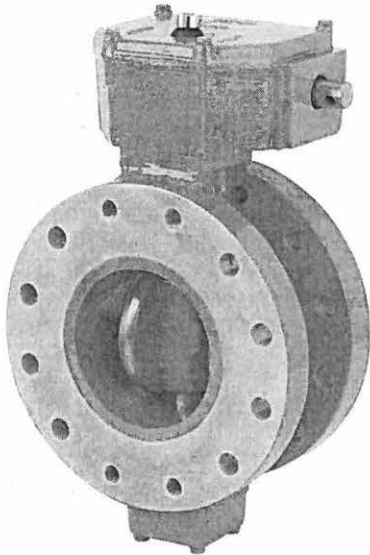
- All dimensions shown in inches. "D" dimension  $\pm 1/8$ ". Bolt holes will be  $1/8$ " larger than diameter of bolt.
- Dimensions and drilling of mechanical joint end conform to ANSI/AWWA C111 A21.11.
- Caution: it is recommended that valves be installed into piping system in accordance with AWWA M-11 to prevent any undue piping stress, deflection or bending that may effect the performance of the valve.





## SCOPE OF LINE

### Pratt® HP250™ Butterfly Valve



#### SIZES:

- 4" Through 48"

#### BODY STYLE:

- Flanged, 250#

#### PRESSURE CLASS:

- AWWA 250 B

#### ACTUATION OPTIONS\*:

- Nut
- Handwheel
- Buried Service

\*Consult factory for other end connections and actuation options

## PRATT® HP250™ BUTTERFLY VALVE, 250# FLANGED ENDS SPECIFICATION

### HP250™ BUTTERFLY VALVE

#### CLASS 250 FOR BURIED SERVICE

Valves shall be manufactured with a 250 psi rating. The valves shall be capable of operating at pressures of 250 psi and will comply with the following details:

#### VALVE BODIES

Valve Bodies shall be constructed of ductile iron ASTM A-536. End connections shall be ANSI Class 250 with 250# drilling pattern.

#### VALVE DISCS

Valve Discs shall be made from ductile iron ASTM A-536. Discs shall be furnished with 316 stainless steel seating edge to mate with the rubber seat.

#### VALVE SEAT

Valve Seat shall be Buna-N rubber located on the valve body.

#### VALVE SHAFTS

Valve Shafts shall be stainless steel ASTM A-564 Type 630 Condition H-1150. Stub shafts or through shafts are acceptable.

#### SHAFT SEALS

Shaft Seals shall be standard self-adjusting split "V" type packing. Shaft seals shall be of a design allowing replacement without removing the valve shaft.

#### VALVE BEARINGS

Valve bearings shall be sleeve type that are corrosion resistant and self-lubricating.

#### VALVE ACTUATORS

Valve actuators shall be fully grease packed and have stops in the open / closed position. The actuator shall have a mechanical stop which will withstand an input torque of 450 ft/lbs. against the stop. The traveling nut shall engage alignment grooves in the housing. The actuators shall have a built in packing leak bypass to eliminate possible leakage into the actuator housing.

#### VALVE INTERIOR AND EXTERIOR SURFACES

Valve Interior and Exterior Surfaces except for seating shall be coated with two coats of epoxy paint in accordance with TT-C-494A and AWWA C504.

#### ALL VALVES

All valves shall be hydrostatic and leak tested. The leak test shall be performed at a differential pressure of 250 psi with the disc in a closed position. In a slightly open position, internal hydrostatic pressure equal to 500 psi shall be applied to the inside of the valve body for five minutes.

# HP250™ 4"-48"

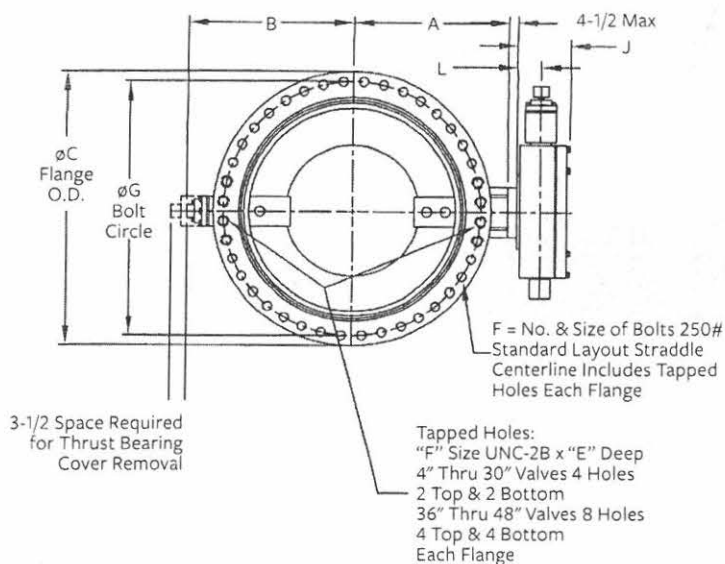
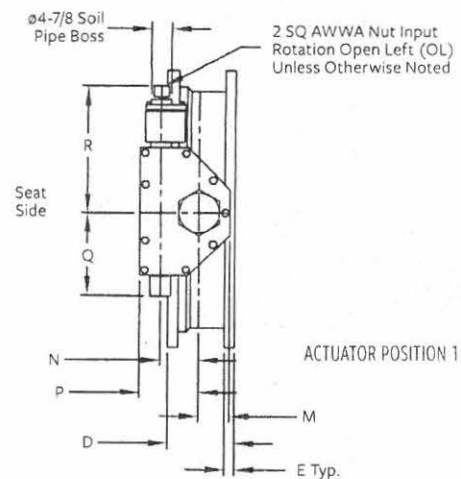
Cast or Ductile Iron, ANSI 250# Flanged, 250# Drill

ACTUATOR SIZE	J	L	M	N	P	Q	R	NUMBER OF TURNS
MDT-2S	4-11/16	2	2-1/8	2	4-1/2	4-1/2	8-1/4	32
MDT-3S	5-5/8	2-7/16	3-1/4	3-5/32	5-5/8	5-3/8	10-3/8	30
MDT-4S	6-3/8	2-27/32	3-3/8	4	7-5/16	6-3/4	11-5/16	40
MDT-5	7-15/16	3-27/32	4-1/2	5-1/2	8-3/4	10	17	44
MDT-5S	8-11/16	4-5/16	5-1/2	3-5/8	10-1/2	15-15/16	19-7/8	136
MDT-6S	10-9/16	5-7/16	7	8-1/4	12-5/8	14-3/16	26-1/2	215

VALVE SIZE	A	B	C	D	E	F	G
4	5-1/2	5	10	5	1-1/4	8-3/4	7-7/8
6	7-1/4	8-3/8	12-1/2	6	1-1/2	12-3/4	10-5/8
8	8-1/2	9-5/8	15	8	1-5/8	12-7/8	13
10	9-3/4	11	17-1/2	8	1-7/8	16-1	15-1/4
12	11-1/2	12-5/8	20-1/2	8	2	16-1-1/8	17-3/4
14	12-3/4	13-7/8	23	12	2-1/8	20-1-1/8	20-1/4
16	14	15-1/8	25-1/2	12	2-1/4	20-1-1/4	22-1/2
18	15-1/4	16-3/8	28	12	2-3/8	24-1-1/4	24-3/4
20	17	17-5/8	30-1/2	12	2-1/2	24-1-1/4	27
24	19-3/4	20-1/4	36	12	2-3/4	24-1-1/2	32
30	25-5/8	26	43	12	3	28-1-3/4	39-1/4
36	28-1/8	31-1/8	50	15	3-3/8	32-2	46
42	32-1/8	35-1/8	57	15	3-11/16	36-2	52-3/4
48	36-1/4	39-5/8	65	15	4	40-2	60-3/4

## Notes:

1. All dimensions shown in inches.
2. "D" dimension  $\pm 1/8$ "
3. For bolts smaller than 1-3/4, bolt holes will be 1/8" larger than diameter of bolt. For bolts 1-3/4 or larger, bolt holes will be 1/4" larger than diameter of bolt.
4. Dimensions and drilling of end flanges conform to the American Cast Iron Flange Standards, Class 250 (B16.1).
5. Recommendation for mating flanges: Where insulating bushings are used, it is necessary that bolt holes be drilled oversize by an amount equal to two times the insulating sleeve thickness to maintain the same minimum clearance for bolts.
6. Caution: It is recommended that valves be installed into piping system in accordance with AWWA M-11 to prevent any undue piping stress, deflection or bending that may effect the performance of the valve.
7. Extension stem can be used with standard valve boxes or 5" soil pipe.



## NOTES

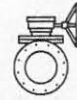
## PRATT® PRODUCT GUIDE



Model 2FII



Monoflange MKII



Plug Valve



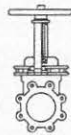
Triton®  
XR70



Indicating Butterfly Valve  
UL & FM approved



Tilting Disc Check Valve



Knife Gate Valve



N-Stamp Nuclear  
Butterfly Valve



Cone Valve



Rectangular



PIVA Post Indicating Valve  
Assembly UL & FM approved



Sleeve Valve



Rubber Seated Ball Valve



Triton® HP250



Check Valve



Metal Seated Ball Valve



Control Systems



Plunger Valve



Air Valve

401 S. Highland Ave., Aurora, IL 60506, [moreinfo@prattvalve.com](mailto:moreinfo@prattvalve.com), P: 1.800.423.1323

**For more information about Pratt or to view our full line of water products, please visit [www.prattvalve.com](http://www.prattvalve.com) or call Pratt customer service at 1.800.423.1323.**

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**BID SECURITY FORM****BIDDER (Name and Address):**

T. Mina Supply East, Inc.

609 Buffalo Road, Rochester, NY 14611

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

The Ohio Casualty Insurance Company

62 Maple Avenue, Keene, NH 03431

**OWNER:**

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

**BID**BID DUE DATE: July 21, 2020

**PROJECT: Furnish and Deliver Check Valves and Butterfly Valves for Erie County  
 Water Authority Pump Stations**

Project No: 202000153

**BOND**BOND NUMBER: N/ADATE: (Not later than Bid due date): July 15, 2020PENAL SUM: Five Percent of Proposal Price

(Words)

(5% of P.P.)

(Figures)



HEREOF, Surety and Bidder, intending to be legally bound hereby, subject to  
 the reverse side hereof, do each cause this Bid Bond to be duly executed on  
 sized officer, agent, or representative.

**SURETY**

The Ohio Casualty Insurance Company (Seal)

Surety's Name and Corporate Seal

By: Susan Lupski

Signature and Title Susan Lupski, Attorney-In-Fact  
 (Attach Power of Attorney)

Witness:

~~XXXXX~~Melrose SaracinoBy: Thomas C. Mina

Signature and Title Thomas C. Mina  
President

Attest: Lori Flanagan

Signature and Title

## APPENDIX A

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

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

3.01 This obligation shall be null and void if:

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

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

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

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

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

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

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

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

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

## END OF BID BOND

ACKNOWLEDGEMENT FOR PRINCIPAL

ACKNOWLEDGEMENT FOR PRINCIPAL IF CORPORATION

STATE OF New York }  
COUNTY OF Queens }

ON THE 16th DAY OF July, 2020 BEFORE ME  
PERSONALLY APPEARED Thomas C. Mina, TO ME  
KNOWN AND KNOWN TO ME TO BE THE President OF  
**T. MINA SUPPLY EAST, INC.** DESCRIBED IN AND WHO EXECUTED THE  
FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE  
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT  
(S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID  
CORPORATION.

Michelle Olsen  
Notary Public

MICHELLE OLSEN  
Notary Public, State of New York  
Qualified in Queens County  
01OL5036957  
Commission Expires 12-12-2022





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8200782-969603

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Colette R. Chisholm; Dana Granice; Susan Lupski; Robert T. Pearson; Katherine Acosta; Thomas Bean; George O. Brewster; Desiree Cardlin; Lee Ferrucci; Peter F. Jones; Rita Losquadro; Gerard S. Macholz; Camille Maitland; Nelly Renchiwich; Vincent A. Walsh; Michelle Wannamaker

all of the city of Uniondale state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of March, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 26th day of March, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 15th day of July, 2020.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this July 15, 2020, before me personally came  
Susan Lupski to me known, who, being by me duly sworn,  
did depose and say; that he/she resides in Nassau County, State of New York that  
he/she is the Attorney-In-Fact of the The Ohio Casualty Insurance Company  
the corporation described in which executed the above instrument; that he/she knows the seal of said  
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the  
Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and  
the affiant did further depose and say that the Superintendent of Insurance of the State of New York,  
has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to  
The Ohio Casualty Insurance Company (Surety)  
his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under  
any law of the State of New York as surety and guarantor, and the propriety of accepting and approving  
it as such; and that such Certificate has not been revoked.



Notary Public

**LAURAJEAN MURTAGH**  
Notary Public, State of New York  
Registration No. 01MU6319758  
Qualified in Nassau County  
Commission Expires 02/23/2023



THE OHIO CASUALTY INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets		Liabilities	
Cash and Bank Deposits .....	(\$3,063,860)	Unearned Premiums .....	\$1,281,143,437
*Bonds — U.S Government .....	1,006,099,793	Reserve for Claims and Claims Expense .....	3,445,256,612
*Other Bonds .....	3,994,316,104	Funds Held Under Reinsurance Treaties .....	0
*Stocks .....	192,977,450	Reserve for Dividends to Policyholders .....	183,012
Real Estate .....	0	Additional Statutory Reserve .....	0
Agents' Balances or Uncollected Premiums .....	762,342,997	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	33,878,311	Other Liabilities .....	196,783,603
Other Admitted Assets .....	919,548,302	<b>Total .....</b>	<b>\$4,923,366,664</b>
		Special Surplus Funds .....	\$ 5,242,951
		Capital Stock .....	4,500,000
		Paid in Surplus .....	738,183,897
		Unassigned Surplus .....	1,234,805,586
<b>Total Admitted Assets .....</b>	<b><u>\$6,906,099,097</u></b>	<b>Surplus to Policyholders .....</b>	<b>1,982,732,434</b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$6,906,099,098</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27<sup>th</sup> day of March, 2020.

*T. Mikolajewski*

Assistant 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 17<sup>th</sup> day July, 2020

TERMS Net 30 days DELIVERY DATE AT DESTINATION \_\_\_\_\_

FIRM NAME T. Mina Supply East, Inc

ADDRESS 1609 Buffalo Rd

Rochester, NY ZIP 14611

AUTHORIZED SIGNATURE Sam Hall

TYPED NAME OF AUTHORIZED SIGNATURE Sam Hall

TITLE Sales TELEPHONE No. 585-235-6990

**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: Sam Hall Date: 7-17-2020

Name: Sam Hall

Title: Sales

Contractor Name: T. Mina Supply East, Inc

Contractor Address: 609 Buffalo Rd

Rochester, NY 14611

**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: Sam Hall Date: 7-17-2020

Name: Sam Hall

Title: Sales

Contractor Name: T. Mina Supply East, Inc.

Contractor Address: 609 Buffalo Rd

Rochester, NY 14611

**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:

T. Mina Supply East, Inc.Address: 609 Buffalo RdRochester, NY 14611Name and Title of Person Submitting this Form: Sam Hall SalesContract Procurement Number: 202000153Date: 7-17-2020

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: Sam Hall Date: 7-17-2020  
Signature

Name: Sam Hall

Title: Sales

**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:

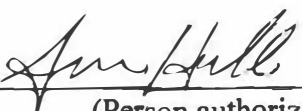
SEXUAL HARASSMENT BIDDING CERTIFICATION

- (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.



T. Mina Supply East, Inc  
(Name of Individual, Partnership or Corporation)

By   
(Person authorized to sign)

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

## **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](mailto:cjohnson@ecwa.org)

- B. Letter of Transmittal for Submittals:

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

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

1. SUPPLIER's stamp shall contain the following:

"Project Name: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

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

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

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

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

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

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

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

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

### 1.03 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  1. Submit electronic submittals via email as PDF electronic files.
    - a. 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 – BUTTERFLY 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, Cheektowaga, NY 14227.
- C. All valves shall be delivered prior to July 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 NOT USED FOR THIS CONTRACT

## 2.03 BUTTERFLY VALVES

## A. MANUFACTURERS

1. Provide products of one of the following:
  - a. Henry Pratt Co. AWWA Rubber Seated Butterfly Valve.
  - b. Dezurik AWWA Butterfly Valve.
  - c. Crispin K-Flo 500 Series Butterfly Valve.
  - d. GA Industries
  - e. No Substitutions Allowed.

## B. General:

1. Provide butterfly valves conforming to AWWA C504 and as specified herein.
2. Rated Working Pressure: Up to 250 psi
4. The valves shall provide drip-tight bi-directional shut-off at the rated pressures.
5. Valve seats shall be mounted in the valve body. Seats shall be replaceable without requiring removal of valve from service and without dismantling operator disc or shaft.
6. The valves shall be capable of being maintained in the open or partially open position for manual operation or for automatic operation. When the disc is maintained, there shall be no chatter or vibration of the disc or operating mechanism.
7. Shaft seals shall be replaceable without dismantling the valve.
8. Each taper pin shall extend through or shall wedge against the side of the shaft and shall be mechanically secured in place.
9. Obtain all butterfly valves included in this Section regardless of component manufacturing, from a single manufacturer.

## C. Materials of Construction: All materials of construction shall conform to AWWA C504 and shall be as follows for various valve components:

1. Body: ASTM A536 ductile iron
2. Shaft: Type 316 stainless steel.
3. Discs: ASTM A 536, grade 65-45-12 ductile iron
4. Seats: EPDM
5. Seating Surfaces: Type 316 stainless steel.
6. Bearings: Teflon with 316 Stainless Steel backing
7. Shaft Seals: V-type, self-adjusting, material same as for seats.
8. Tapered Pins for Attachment of Shaft to Disc: Type 316 stainless steel.
9. All internal and external bolting and other hardware; including pins, set screws, studs, bolts, nuts and washers shall be Type 316 stainless steel.

## D. Coating:

1. 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.

## E. Testing:

1. Test all valves in the shop in conformance with AWWA C504.

## F. Gear Actuators for Manual Valves:

1. Provide gear actuators conforming to AWWA C504
2. Valves shall be equipped with an enclosed worm gear drive and handwheel.
3. Enclosed worm gear operators shall have a gear ratio designed not to exceed 300 foot-pounds pull to meet the required operator torque.
4. Gears shall be permanently lubricated and totally enclosed.
5. Operators shall be designed to hold the valve disc in any intermediate position without creeping or fluttering.
6. Adjustable stops shall be provided to prevent overtravel in either position, to withstand a pull of 200 pounds.
7. Stops shall be enclosed within the operator housing and be capable of absorbing the full operator torque with minimum safety factor of 5.
8. Valve operator shall be designed to fully close or fully open the valve in a minimum of 30 turns. Valves shall open counter-clockwise, and shall have a position indicator. Manual operators shall be as manufactured by the Philadelphia Gear Corporation, or equal.
9. Actuator components shall be fully enclosed and designed to produce the specified torque with a maximum pull on the handwheel of 80 pounds for valves 20 inches and smaller and 200 pounds for valves 24 inches and larger.
10. Valve actuator torque capability shall be designed using a maximum differential pressure of 250 psi and a working pressure of 250 psi.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2021

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

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

<b>PRODUCER</b> AssuredPartners Northeast, LLC. 100 Baylis Road Suite 300 Melville NY 11747	<b>CONTACT NAME:</b> Dawn Saviano <b>PHONE (A/C, No, Ext):</b> (631) 465-4000 <b>FAX (A/C, No):</b> (631) 465-4005 <b>E-MAIL ADDRESS:</b> dawn.saviano@assuredpartners.com																					
<b>INSURED</b> T. Mina East Supply Inc. 609 Buffalo Avenue Rochester NY 14611	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hartford Fire Insurance Co.</td><td>19682x</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Fire Insurance Co.	19682x	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 2020-2021 East**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	12UUNBI8021	02/08/2020	02/08/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	12UUNBI8021	02/08/2020	02/08/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Collision \$ 1,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			12XHUBI7237K1	02/08/2020	02/08/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)Re: **Furnish and Deliver Check Valves and Butterfly Valves ECWA Project No. 202000153.**

ECWA, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation and additional insured as per form# HG 00 0106 05 atatched.

**APPROVED/MJM****CERTIFICATE HOLDER****CANCELLATION**Molly Jo Musarra, Claims Representative  
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



# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
  - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
  - (b) You are not engaged in the business or occupation of providing such services.

- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

## **2. Exclusions**

This insurance does not apply to:

### **a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### **b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### **c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

## **d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

## **e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

## **f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

**(2) Any loss, cost or expense arising out of any:**

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

#### **h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### **i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### **j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors

working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III – Limits Of Insurance**.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### **k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or

kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.



## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

### g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

### i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

- (1) Copyright;

- (2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (3) Title of any literary or artistic work.

### j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

### k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

### l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

### m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

### n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
  - (a) Your web site; or
  - (b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Discrimination Or Humiliation**

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**v. Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

We will not pay expenses for "bodily injury":

### a. Any Insured

To any insured, except "volunteer workers".

### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

- (1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

### **1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### **2. Each of the following is also an insured:**

#### **a. Employees and Volunteer workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

#### **(1) "Bodily injury" or "personal and advertising injury":**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

#### **(2) "Property damage" to property:**

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by  
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### **b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

#### **c. Temporary Custodians of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

#### **d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will

have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **b. Lessors of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **c. Lessors of Land or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### **d. Architects, Engineers or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

#### **e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

#### **f. Any Other Party**

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### **SECTION III – LIMITS OF INSURANCE**

#### **1. The Most We will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a.** Insureds;
- b.** Claims made or "suits" brought; or

- c.** Persons or organizations making claims or bringing "suits".

#### **2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a.** Medical expenses under Coverage **C**;
- b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c.** Damages under Coverage **B**.

#### **3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

#### **4. Personal and Advertising Injury Limit**

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

#### **5. Each Occurrence Limit**

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a.** Damages under Coverage **A**; and
- b.** Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

#### **6. Damage To Premises Rented To You Limit**

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### **7. Medical Expense Limit**

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

#### **8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or



that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### **4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### **a. Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

##### **b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

###### **(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

###### **(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

###### **(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

###### **(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

###### **(5) Property Damage to Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage **A** - Bodily Injury And Property Damage Liability;

###### **(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

#### **(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

##### **(a) Primary Insurance When Required By Contract**

**This insurance** is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

##### **(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## **5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## **6. Representations**

### **a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

### **b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

## **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## **8. Transfer Of Rights Of Recovery Against Others To Us**

### **a. Transfer of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

## **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

## **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## **SECTION V – DEFINITIONS**

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

**6. "Coverage territory" means:**

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c.** All other parts of the world if the injury or damage arises out of:
  - (1)** Goods or products made or sold by you in the territory described in **a.** above;
  - (2)** The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
  - (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

**7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".**

**8. "Employment-Related Practices" means:**

- a.** Refusal to employ a person;
- b.** Termination of a person's employment; or
- c.** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.

**9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.**

**10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.**

**11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:**

- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a.** The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b.** Your fulfilling the terms of the contract or agreement.

**12. "Insured contract" means:**

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while

rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;

**b.** A sidetrack agreement;

**c.** Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

**e.** An elevator maintenance agreement;

**f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

**(1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

**(a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

**(2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

**13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**14. "Loading or unloading" means the handling of property:**

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.  
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
      - (a) Snow removal;
      - (b) Road maintenance, but not construction or resurfacing; or
      - (c) Street cleaning;
    - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19. "Products-completed operations hazard":**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

**20. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

**23. "Volunteer worker" means a person who**

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**25. "Your work":**

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

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

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT NEW YORK**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Covered Autos Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Covered Autos Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:



- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### **3. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The amount we will pay for any partial "loss" to any hired "auto" is the cost of repairing or replacing the damaged property minus a deductible.

The amount we will pay for any one total "loss" to any hired "auto" is the smaller of the retail value for a substantially similar vehicle, a quotation for a substantially similar vehicle obtained by us from a qualified dealer, or the purchase price, plus the cost of substantiated improvements. However, the most we will pay in the event of a total "loss" to any hired "auto" is \$100,000 (Not applicable to settlements subject to New York State law.) A deductible applies for each covered hired "auto".

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### **4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$40 per day and a maximum limit of \$1200.

### **5. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### **6. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III -of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;



(2) Removable from a permanently installed housing unit as described in Paragraph (1) above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **7. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **8. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **9. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **10. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **12. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Covered Autos Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **13. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **14. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **15. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **16. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto or an auto powered solely by electricity or natural gas for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

## 17. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**Workers'  
Compensation  
Board**

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

<p>1a. Legal Name and address of Insured (use street address only)</p> <p>T MINA SUPPLY EAST INC 609 BUFFALO RD ROCHESTER NY 14611-2005</p> <p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured (631) 475-7400</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 11-3633889</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>ERIE COUNTY WATER AUTHORITY 295 MAIN ST RM 350 BUFFALO NY 14203-2494</p>	<p>3a. Name of Insurance Carrier Hartford Insurance Company of the Midwest 37478</p> <p>3b. Policy Number of Entity Listed in Box "1a": 76 WEG AD9R51</p> <p>3c. Policy effective period: 09/12/2020 to 09/12/2021</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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

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

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

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

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

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

Approved by: Danielle Clausen  
(print name of authorized representative or licensed agent of insurance carrier)

Approved by:  11/24/2020  
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (877) 287-1316

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

# **Workers' Compensation Law**

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

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

# CERTIFICATE OF INSURANCE COVERAGE

## 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 &amp; Address of Insured (use street address only)  T. MINA SUPPLY EAST, INC.  DBA T. MINA SUPPLY  609 BUFFALO ROAD  ROCHESTER, NY 14611</p> <p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured   <b>7183975200</b></p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number   <b>11-3633889</b></p>
<p>2. Name and Address of Entity Requesting Proof of Coverage  (Entity Being Listed as the Certificate Holder)  <b>ERIE COUNTY WATER AUTHORITY</b>  <b>295 MAIN STREET, ROOM 350</b>  <b>BUFFALO, NY 14203</b></p>	<p>3a. Name of Insurance Carrier  <b>Standard Security Life Insurance Company of New York</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"  <b>R61193-000</b></p> <p>3c. Policy effective period  <u>9/12/2017</u> to <u>11/22/2021</u></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 11/23/2020 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-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the 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.

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

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

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

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