

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

Contract: _____ **Project No.:** 202000154
Project Description: Furnish Booster Pumps & Motors for Hamburg Pump Station &
Lakeview Pump Station

Item Description:



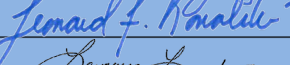


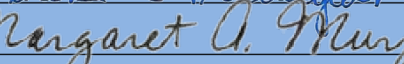

☐ Agreement ☐ Professional Service Contract ☐ Amendment ☐ Change Order
☐ BCD ☐ NYSDOT Agreement ☒ Contract Documents ☐ Addendum
☐ Recommendation for Award of Contract ☐ Recommendation to Reject Bids
☐ Request for Proposals
☐ Other _____

Action Requested:

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

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Sr. Production Engineer		Date: 4/21/2021
<input checked="" type="checkbox"/> Chief Operating Officer		Date: 4/21/2021
<input checked="" type="checkbox"/> Executive Engineer		Date: 04/21/2021
<input checked="" type="checkbox"/> Director of Administration		Date: 04/21/2021
<input checked="" type="checkbox"/> Risk Manager		Date: 04/21/2021
<input checked="" type="checkbox"/> Chief Financial Officer		Date: 04/21/2021
<input checked="" type="checkbox"/> Legal		Date: 04/21/2021

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: 04/21/2021
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Remarks: Unit price contract.
(Contractor: Fluid Kinetics, Inc.)

Resolution Date: _____

Item No: _____



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

April 20, 2021

To: Terrence D. McCracken, Secretary to the Authority

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

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

On Tuesday, January 26, 2021, the Authority received three (3) bids for furnishing booster pumps and motors for pump stations. The bid format was specifically developed to allow the Authority to award the best fit pump for each pump station separately. Pump dimensions are important because the pumps will replace existing pumps within the pump stations. The existing pumps currently fit within a particular footprint and the suction/discharge piping diameter of each pump differ between pumps. The bids have been reviewed, a mathematical check has been performed, and an evaluation of each pump has been completed.

The following is a summary of the recommended pump selections for each pump station:

A. Hamburg Pump Station and Lakeview Pump Station

Lowest Responsible, Responsive Bidder – Fluid Kinetics, Inc.

- Pioneer Pump Systems, Inc. and Cummins-Wagner-Siewert, LLC proposed pumps, at lower costs, but the proposed manufacturers were not one of the three named manufacturers listed in the contract documents. The pumps proposed by these vendors would not fit in the existing footprint at the pump stations, would require modifications to the pump station piping, and could require modifications to the pumps' existing concrete pads. These modifications would increase costs and labor to install the proposed pumps.
- Fluid Kinetics, Inc. was the third lowest bidder, but the pump manufacturer and model are an exact replacement (replacement in-kind) of the existing pumps at each pump station. Fluid Kinetics, Inc. was the only bidder to provide a responsive bid to these bid items.

B. Eden #2 Pump Station

Lowest Responsible, Responsive Bidder – Pioneer Pump Systems, Inc.

- Cummins-Wagner-Siewert, LLC proposed pump a pump, at a lower cost, but the proposed manufacturer is not one of the three named manufacturers listed in the contract documents. The pumps proposed by this vendor would not fit in the existing footprint at the pump station, would require modifications to the pump station piping, and could require modifications to the pumps' existing concrete pads. These modifications would increase costs and labor to install the proposed pumps.
- Fluid Kinetics, Inc. did not propose a pump for this pump station.

- Pioneer Pump Systems, Inc. was the second lowest bidder, but the pump manufacturer and model are an exact replacement (replacement in-kind) of the existing pumps at each pump station. Pioneer Pump Systems, Inc. was the only bidder to provide a responsive bid to this bid item.

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 Hamburg and Lakeview Pump Station pumps in the amount of \$126,098 and award of the Eden 2 Pump Station Pumps to Pioneer Pump Systems, Inc. in the amount of \$64,790.00.

Budget Information:

Unit: 1020 Control Operations

Capital Budget Item Nos. 101480-Pump Station Pump Replacement

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.

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

Contract: _____ Project No.: 202000154
Project Description: Furnish Booster Pumps and Motors for
Hamburg Pump Station and Lakeview Pump Station

CONTRACT AWARD

Contractor/Supplier: Fluid Kinetics, Inc. (Hamburg Pump Station and Lakeview Pump
Station) Award Amount: \$126,098.00

BID SUMMARY:

Bidder	Total Bid Amount/Ham. and Lake. PSs
<u>Fluid Kinetics, Inc. (lowest responsive bidder)</u>	<u>\$126,098.00</u>
<u>Pioneer Pump Systems, Inc.</u>	<u>\$104,044.00</u>
<u>Cummins-Wagner-Siewert. LLC</u>	<u>\$90,588.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>

Attachments: ☒ Bid Tabulation ☐ Consultant's Recommendation

APPROVALS (Select applicable)

WMBE APPROVAL

_____ No Waiver
_____ Full Waiver
_____ Partial Waiver
☐ Affirmative Action Officer _____ Date _____

INSURANCE APPROVAL

☒ Claims Rep/Risk Manager Molly Jo Musarra Date 04/21/2021

NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL

☐ Coordinator of Employee Relations _____ Date _____

Remarks: _____

BID OPENING

PROJECT: FURNISH AND DELIVER BOOSTER
PUMPS AND MOTORS FOR PUMP
STATIONS
202000154

ADVERTISED SOURCE: **DATE:**
CONSTRUCTION EXCHANGE 12/18/2020
NYS CONTRACT REPORTER 12/18/2020

BID OPENING: January 26, 2021 at 11:00 a.m.

Pump Station	Quantity	Cummins-Wagner-Siewert, LLC.			Fluid Kinetics, Inc.			Pioneer Pump Systems, Inc.		
		Pump Manufac. and Model	Unit Price	Total Price	Pump Manufac. and Model	Unit Price	Total Price	Pump Manufac. and Model	Unit Price	Total Price
Eden #2	2	Peerless ⁽²⁾ 3AE14	\$22,720	\$45,440	-	-	-	Patterson 5x4 MA ⁽¹⁾	\$32,395	\$64,790
Hamburg	1	Peerless ⁽²⁾ 5AE14G	\$27,222	\$27,222	Goulds-Xylem 8100 Series 6x4x10 ⁽¹⁾	\$39,384	\$39,384	AE Pump ⁽²⁾ 6x4x10 8100	\$29,164	\$29,164
Lakeview	2	Peerless ⁽²⁾ 6AE16N	\$31,683	\$63,366	Goulds-Xylem 8100 Series 8x6x17 ⁽¹⁾	\$43,357	\$86,714	AE Pump ⁽²⁾ 8x6x17 8100	\$37,440	\$74,880

⁽¹⁾Pump is an exact replacement of existing pump (replacement in-kind).

⁽²⁾Manufacturer not named in Contract Documents. Pump is not an exact replacement of existing pump, which would require additional labor and equipment costs for ECWA staff to install pump.

Red text = Apparent Low Bidder

**Furnish Booster Pumps and Motors
For Pump Stations
(Hamburg Pump Station and
Lakeview Pump Station)**

Project No. 202000154

April 2021

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



**MATERIALS AND SUPPLIES CONTRACT FOR FURNISHING BOOSTER PUMPS
AND MOTORS FOR PUMP STATIONS
(HAMBURG PUMP STATION AND LAKEVIEW PUMP STATION)**

This Agreement, effective April 29, 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

FLUID KINETICS, INC.

PO Box 655
Orchard Park, New York 14127

hereinafter referred to as the “Supplier.”

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

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

ARTICLE 1 – THE PROCUREMENT

1.01 The Supplier shall furnish and deliver three (3) Booster Pumps and Motors (collectively, the “Pump Motor Assemblies”) as set forth below:

- A. One (1) Goulds Xylem 8100 series pump and motor assembly at the Hamburg Station (Pump No. 3); and
- B. Two (2) Goulds Xylem 8100 series pump and motor assemblies at Lakeview Pump Station (Pump Nos. 1 & 2).

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

- A. Each pump motor assembly shall include a spare parts kit.

- B. Each pump motor assembly shall be provided with the necessary pipe reducers, spool pieces, and pipe fittings in order to fit the Pump Motor Assemblies into the existing pump concrete pad footprints at the pump stations.
- C. All Pump Motor Assemblies shall be delivered to the Authority's Service center located at 3030 Union Road Buffalo NY, 14227 prior to **December 30, 2021**.
- D. In response to the Authority's Invitation to Bid, the Supplier submitted and signed Bid Documents and a Proposal, a copy of which is attached to, and incorporated in, this Agreement as Appendix A.
- E. Bid Specifications set forth in the Invitation to Bid are incorporated in this Agreement as Appendix B.

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

ARTICLE 2 – COMPLIANCE

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

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

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

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

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

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

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

authorization of the Authority and/or its Security Officer. While on Authority property, the Supplier's employees and representatives shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

2.08 Health Screening Questionnaire: Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Supplier, its employees, and agents shall comply with all health safety rules and regulations adopted by the State of New York or the Authority including, but not limited to, completing an online health screening questionnaire before entering any Authority worksite.

ARTICLE 3 – PRICING & DELIVERY SCHEDULE

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

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

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

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

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

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

ARTICLE 4 – PAYMENT FOR MATERIALS AND SUPPLIES

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

Item No.	Quantity	U/M	Description	Unit Price	Total Price
2		1	EA	Hamburg Pump No. 3	\$39,387.00 \$39,384.00
	Manufac. and Model	Goulds Xylem 8100 Series			
		6x4x10M			
Fittings, Reducers, Adapters		-	LS		

Hamburg Pump Station - Total Net Price \$39,384.00

Item No.	Quantity	U/M	Description	Unit Price	Total Price
3		2	EA	Lakeview Pump Nos. 1 & 2	\$43,357.00 \$86,714.00
	Manufac. and Model	Goulds Xylem 8100 Series			
		8x6x17M			
Fittings, Reducers, Adapters		-	LS		

Lakeview Pump Station - Total Net Price \$86,714.00

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

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

ARTICLE 5 – GENERAL PROVISIONS

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

5.03 Right to Terminate: The Authority reserves the right to terminate the Supplier's procurement at any time, without cause, based on seven (7) days' written notice. The Supplier shall not be entitled to 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: When applicable, the Supplier will endeavor to acquire materials with third party warranties that are assignable to the Authority. 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

FLUID KINETICS, INC.

By _____
Douglas J. Hayes, President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

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

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

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

Notary Public

APPENDIX A
Bid Documents & Proposal

BID DOCUMENTS AND PROPOSAL

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

PROJECT No.: 202000154

OPENING DATE: Tuesday, January 26, 2021 TIME: 11:00 a.m.

NAME OF BIDDER: Fluid Kinetics Inc

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

NAME: Douglas J Hayes

TITLE President

SUBMISSION DATE: 1-26-21

ADDRESS: P.O. Box 655 Orchard Park NY 14127

PHONE: 716-662-7900

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

NAME: Douglas J Hayes

TITLE President

ADDRESS: P.O. Box 655 Orchard Park NY 14127

PHONE: 716-662-7900

EMAIL: dhayes@FluidKinetics.net

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

PROJECT No.: 202000154

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

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

APPENDIX A

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

Eden #2 Pump Station - Total Net Price _____

Item No.	Quantity	U/M	Description	Unit Price	Total Price
2		1	EA	Hamburg Pump No. 3	
	Manufac. and Model	Goulds Xylem 8100 Series 6x4x10m		\$39,384	\$39,384
Fittings, Reducers, Adapters		-	LS		

Hamburg Pump Station - Total Net Price

\$39,384.00

Item No.	Quantity	U/M	Description	Unit Price	Total Price
3		2	EA	Lakeview Pump Nos. 1 & 2	
	Manufac. and Model	Goulds Xylem 8100 Series 8x6x17m		43,357.00	\$86,714.00
Fittings, Reducers, Adapters		-	LS		

Lakeview Pump Station - Total Net Price

\$86,714.00

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

APPENDIX A

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

NAME OF BIDDER: Fluid Kinetics Inc

AUTHORIZED SIGNATURE: Douglas J Hayes DATE: 1-26-21

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 Fluid Kinetics Inc

ADDRESS OF PRINCIPAL OFFICE: STREET 251 Thorn Ave

CITY Orchard Park

AREA CODE 716 PHONE 662-7900 STATE NY ZIP 14127

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: Fluid Kinetics Inc

ADDRESS OF LOCAL OFFICE: STREET 251 Thorn Ave

CITY Orchard Park

AREA CODE 716 PHONE 662-7900 STATE NY ZIP 14127

NAMES AND ADDRESSES OF PARTNERS:

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 16-1166702

Social Security Number: _____

INFORMATION REQUIRED FROM BIDDERS
REGARDING PROPOSED CONTRACT DOCUMENTS

Question 1:

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

CHECK ONE:

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

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

Question 2:

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

CHECK ONE:

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

*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: Fluid Kinetics Inc

AUTHORIZED SIGNATURE: Douglas J. Hayes DATE: 1-26-21

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

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

OWNER:

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

BID

BID DUE DATE: _____

PROJECT: Furnish Booster Pumps and Motors for Pump Stations

Project No: 202000154

BOND

BOND NUMBER: _____

DATE: (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

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

BIDDER**SURETY**

_____ (Seal)
 Bidder's Name and Corporate Seal

_____ (Seal)
 Surety's Name and Corporate Seal

By: _____
 Signature and Title

By: _____
 Signature and Title
 (Attach Power of Attorney)

Attest: _____
 Signature and Title

Attest: _____

APPENDIX A

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

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

3.01 This obligation shall be null and void if:

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

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

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

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

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

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

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

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

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

END OF BID BOND

748 - Orchard Park
Orchard Park, New York

OFFICIAL CHECK

Customer Copy

029837875

Date 01/26/2021

Remitter FLUID KINETICS INC.

Pay To The
Order Of

ERIE CO. WATER AUTHORITY

\$ 6,304.90

Drawer: KeyBank

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION. TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THE INSTRUMENT, CONTACT THE INSTITUTION FROM WHICH YOU RECEIVED THE INSTRUMENT.

FORM NO. 80-0811-T21 (4/08)

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

COPYRIGHT © 2008 KEYBANK NATIONAL ASSOCIATION

OFFICIAL CHECK



748 - Orchard Park
Orchard Park, New York

Remitter FLUID KINETICS INC.

Date 029837875
01/26/2021

62-20
311

Pay To The
Order Of

ERIE CO. WATER AUTHORITY

\$ 6,304.90

Pay: SIX THOUSAND THREE HUNDRED FOUR DOLLARS AND 90 CENTS

Drawer: KeyBank

Vict Alf

AUTHORIZED SIGNATURE

Issued by: Citibank N.A. One Penn's Way, New Castle, DE 19720
For information about this instrument, call: 1-888-556-5142

029837875 0311002091

3877421211

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 26 day January, 2021

TERMS Net 30 DELIVERY DATE AT DESTINATION 20-24 Weeks

FIRM NAME Fluid Kinetics Inc

ADDRESS P.O. Box 655

Orchard Park NY ZIP 14127

AUTHORIZED SIGNATURE Douglas J Hayes

TYPED NAME OF AUTHORIZED SIGNATURE Douglas J Hayes

TITLE President TELEPHONE No. 716-662-7900

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: Douglas J Hayes Date: 1-26-21

Name: Douglas J Hayes

Title: President

Contractor Name: Fluid Kinetics Inc

Contractor Address: PO Box 655

Orchard Park NY 14127

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: Douglas Hayes Date: 1-26-21

Name: Douglas J Hayes

Title: President

Contractor Name: Fluid Kinetics Inc

Contractor Address: P.O. Box 655

Orchard Park NY 14127

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:

Fluid Kinetics Inc

Address:

251 Thorn Ave P.O. Box 655Orlando Park NY 14127

Name and Title of Person Submitting this Form:

Douglas J HayesPresident

Contract Procurement Number:

202000154

Date:

1-26-21

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: Douglas J Hayes Date: 1-26-21
Signature

Name: Douglas J Hayes

Title: President

Contract Termination Provision**Instructions:**

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

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

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

Sample Contract Termination Provision

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

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

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

Offerer Statement:

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

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

By: Douglas J Hayes Date: 4-19-21

Name: Douglas J Hayes

Title: President

Offerer Name: Fhuid Kexedics Inc

Offerer Address: P.O. Box 655 Orchard Park NY 14127

APPENDIX B

Bid Specifications

BID SPECIFICATIONS

SECTION 1 – SHOP DRAWING SUBMITTAL AND CORRESPONDENCE PROCEDURE

PART 1 GENERAL

1.01 GENERAL

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

1.02 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

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

1. SUPPLIER's stamp shall contain the following:

"Project Name: _____

Contractor's Name: _____

Date: _____

Item/Submittal Title: _____

Specification Section: _____

Submittal No. and Review Cycle: _____

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

Approved By (for SUPPLIER): _____"

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

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

1.03 SUBMITTAL PROCEDURES

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

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

1.04 OWNER'S REVIEW

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

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

SECTION 2- HORIZONTAL SPLIT CASE CENTRIFUGAL PUMP AND MOTOR ASSEMBLIES

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope:

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

1.02 QUALITY ASSURANCE

A. Manufacturer’s Qualifications:

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

B. Component Supply and Compatibility:

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

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

1.03 REFERENCES

A. Standards referenced in this Section are listed below:

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

1.04 SUBMITTALS

A. Action Submittals: Submit the following:

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

B. Bid Statement:

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

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

C. Operation and Maintenance Data:

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

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

1.05 DELIVERY, STORAGE, AND HANDLING

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

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

PART 2 PRODUCTS

2.01 EQUIPMENT PERFORMANCE

- A. System Description:
 1. Pumps shall be the axial split case horizontal, single stage centrifugal type. Each pump shall be designed and constructed for its intended and continuous service.
 2. To eliminate the need for additional fittings, reducers, or special adapters, each pump shall comply with the specified dimensions, for alignment of pump suction and discharge connections to existing piping, including diameters, without modifications, as follows:
- B. Hamburg Station Pump No. 3:
 - a. Suction/Discharge connections shall be on the same centerline, in the horizontal plane, with a maximum flange to flange dimension, or laying length of 24.5-inches.
 - b. Laying length of pump volute centerline to terminal end of discharge flange in the horizontal plane shall be a maximum of 34-inches.
 - c. Centerline elevation of pump suction and discharge connections, from the bottom of the base, shall be a maximum of 11.0-inches.
 - d. Pump shall fit on existing 63 ½-inch length by 23 ½-inch width concrete pad. Concrete pad height approximately 6 ¾-inches.
- C. Lakeview Station Pump Nos.1 & 2:
 - a. Suction/Discharge connections shall be on the same centerline, in the horizontal plane, with a maximum flange to flange dimension, or laying length of 305-inches.
 - b. Laying length of pump volute centerline to terminal end of discharge flange in the horizontal plane shall be a maximum of 33.0-inches

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

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

DESIGN CONDITIONS	B.	C.
Location	Hamburg PS P3	Lakeview PS P1 & P2
Existing Pump currently in-service Manufacturer and Part Number	ITT 8100-6X4X10M	ITT 8100-8X6X17M
Liquid Pumped:	Potable Water	Potable Water
Number required	1	2
¹ Flow at 1 st Design Point (gpm)	800	1000
¹ Total Head at 1 st Design Point (ft.)	185	180
¹ Minimum Pump Efficiency at 1 st Design Point (%)	71	74
³ Flow at 2 nd Design Point (gpm)	1050	1400
Total Head at 2 nd Design Point (ft.)	125	153
Minimum Pump Efficiency at 2 nd Design Point (%)	63	81
Head at Zero Flow (ft)	250	195
Suction Size (in.)	6	8
Discharge Size (in.)	4	6

DESIGN CONDITIONS	B.	C.
Location	Hamburg PS P3	Lakeview PS P1 & P2
Existing Pump currently in-service Manufacturer and Part Number	ITT 8100-6X4X10M	ITT 8100-8X6X17M
Temperature, (°F)	35 – 75	35 – 75
Motor Type	TEFC, Invertor Duty	TEFC, Invertor Duty
Motor Power Supply	480 VAC/3-Ph/60 Hz	480 VAC/3-Ph/60 Hz
⁴ Motor Size (HP)	60	75
Max. Motor Speed, (rpm)	3555	1775
Drive Type	VFD	VFD

2.02 MANUFACTURERS

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

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

2.03 DETAILS OF CONSTRUCTION

A. Pump Materials and Construction:

1. Casing:
 - a. The pump casing shall be cast iron conforming to ASTM Designation A48, Class 30 with sufficient metal thickness to ensure long life, accurate alignment, and reliable operation, with Belzona 1321 ceramic coating (see section 2.05 for details.)
 - b. The casing shall be horizontally split; single volute type with the suction and discharge flanges cast integrally with the lower half in order that the upper part may be removed for inspection of the rotating element without disturbing pipe connections or pump alignment.
 - c. Pump mounting feet are to be cast integrally into the lower half casing with the mounting surface completely machined. The joint between halves of the casing shall be heavily flanged and bolted and provided with dowel pins to insure accurate alignment. The upper half-casing flange shall have tapped holes for jackscrews. The interior shall be smooth and free from surface defects
 - d. The upper casing half shall be removable without disturbing the suction or discharge piping.

- e. The casing shall be furnished with valve openings for venting the high points of the casing, for priming, and for draining. Pressure instrument taps ($1/2$ " NPT) shall be provided at suction and discharge flanges, for gauge and switch connections.
 - f. Suction and discharge flanges shall be located on a common vertical centerline in the lower half of the casing. They shall conform to the requirements of ANSI Specification B16.1, Class 125.
 - g. Replaceable bronze wearing rings shall be provided in the casing.
 - h. A stainless-steel Type 316 nameplate securely mounted to the equipment providing, at a minimum, the manufacturer's model and serial number, rated capacity, head, speed, impeller diameter and all other pertinent data shall be attached to the pump.
2. Impeller:
- a. Type: Double suction enclosed, statically and dynamically balanced and finished smooth all over and of ample strength and stiffness for maintaining the maximum capacity of the unit.
 - b. Material: Aluminum bronze (ASTM B505-954) or equal.
 - c. Impeller shall be keyed to the shaft and axially positioned between shaft sleeves which shall be locked with shaft nuts located outside of the stuffing boxes.
 - d. The impeller shall be capable of a 5% head increase at the rated condition by replacement of the impeller with a larger diameter.
3. Wear Rings:
- a. At the running joint between the suction and discharge chambers, there shall be provided replaceable wear rings on both the casing and impeller.
 - b. The casing rings shall be of ASTM B505-952 bronze, positioned in the casing and locked against rotation by the upper half of the case.
 - c. Impeller rings shall be of ASTM B505-954 bronze, so fastened that they cannot rotate or become loose when the pump is subjected to reversed rotation. The rings shall be made to limit gauges, so that they may be renewed without fitting.
4. Shaft:
- a. Material: High grade AISI C1045, or 1141 carbon steel, or equal.
 - b. The shaft shall be of such dimensions that the maximum combined stress due to bending and torsion shall not exceed 8,000 pounds per square inch under the most severe conditions of operation. Shaft shall be minimum 1-1/2".
 - c. The shaft shall be accurately machined over its entire length. The first critical speed of the rotating assembly shall occur at not less than 150% of the rated speed.
 - d. Threads on the pump shaft shall be located outside of the stuffing box.
 - e. The shaft shall be accurately machined and sized to transmit the maximum power required while maintaining its alignment under all operating conditions.
 - f. Shaft deflection shall be less than 0.002" at any point of operation on the pump curve.

5. Shaft Sleeves:

- a. Shaft sleeves shall extend from the hub of the impeller, through the seal box area, and beyond the gland.
- b. Sleeves shall be sealed at impeller hub by a Buna-N O-ring to prevent pumped liquid from contacting the shaft.
- c. Material: Bronze, ASTM B62.

6. Stuffing Boxes and Mechanical Seal:

- d. Stuffing boxes shall be water sealed and designed to prevent air leakage into the pump under all conditions of operation. Stuffing boxes shall accept mechanical seals without modification to the stuffing box.
- e. Stuffing boxes shall be provided with mechanical shaft seals.
- f. Sealing of the pump liquid cavity shall be a face type mechanical seal, with NI-resist stationary seat, carbon sealing washer, Buna-N rubber flexible members, stainless steel Type 303 metal parts and spring.
- g. Seal to be rated for 225 deg-F @ 150 psig. Seal shall be mounted over a bronze shaft sleeve John Crane Type 21 or approved equal.
- h. Pump shaft sleeves shall be furnished with a pre-machined groove designed to accept a setting ring, which shall eliminate the need for set collars or stop collars. Seals requiring stop or set collars with setscrews are not acceptable.
- i. The rotating seal ring shall be provided with a 360-degree rubber encasement to provide a positive drive for the seal face without the need for metal drive notches which may cause face distortion or notch wear. The seal rings shall be permanently fixed in place and full flatness maintained by a precision crimp in the outer seal case.
- j. The mechanical seal shall be of a convoluted design which permits free movements providing constant adjustment for shaft endplay and seal face wear. Positive face contact with the stationary seat shall always be maintained.
- k. To ensure positive sealing by free movement of the seal head, the seal shall feature a hex style outer shell and drive band which shall absorb start-up and running torque and shall eliminate in stress on the diaphragm. Metal components shall freely engage and shall not be subject to lock down due to friction wear.
- l. Suitably valve connecting lines or passages shall be provided on the upper half casing leading from the discharge volute to the stuffing box for lubricating the stuffing boxes with the liquid being pumped. The lines shall be either copper or stainless-steel type. Plastic seal lines or internal seal lubrication configurations shall not be acceptable.

7. Bearings and Housings:

- a. Housings shall be one-piece, rigid cast iron construction and shall be bolted directly to the casing. Housing shall be provided with a grease fitting and plugged relief port.

- b. Housing shall be designed to flush lubricant through and provide continuous cleaning of the bearing surfaces and protection against overheating.
 - c. Bearings shall be anti-friction ball type, grease or oil lubricated, designed for 250,000 hours average life.
 - d. The pump shall be provided with a single row inboard bearing, for radial loads, and shall be arranged to permit freedom for thermal expansion.
 - e. The pump shall be provided with a double row of outboard bearings, for thrust loads, and shall be mounted in place to maintain the rotating element in its proper axial location.
 - f. Each bearing shall be mounted in a machined housing that shall be moisture and dust proof.
8. Baseplate:
- a. A one-piece fabricated steel baseplate of adequate rigidity to support the pump and motor shall be furnished.
 - b. Baseplate shall be designed and constructed to permit pump suction and discharge connection to existing piping without modifications.
 - c. Each baseplate shall be provided with means for collecting and draining oil and water.
 - d. Each baseplate shall include a grout hole and drip rim with tapped drain with non-shrink, non-metallic grout.
9. Coupling:
- a. Couplings shall have a minimum 1.5 service factor based on the drive rated horsepower and protected with an approved guard.
 - b. Couplings shall be of the metal hubs spring loaded type. Falk T-10 or T-20; or equal.
 - c. Coupling Guard: Guard shall be all-metal completely enclosing the coupling.

B. Three Phase – Squirrel Cage Motors.

- 1. 3-phase power, squirrel cage motors shall have the following characteristics:
 - a. Starting Torque: NEMA Design B characteristics.
 - b. Locked Rotor Current: NEMA Design B characteristics.
 - c. Power Output, Locked Rotor Torque, Breakdown or Pull-Out Torque: NEMA Design B characteristics.
 - d. Design, Construction, Testing, and Performance: Conform to NEMA MG 1 for Design B motors.
 - e. Insulation System: NEMA Class F or better
 - f. Service Factor: 1.15 minimum
- 2. Test motors in accordance with NEMA MG-1-12 and IEEE 112, *IEEE Standard Test Procedure for Polyphase Induction Motors and Generators*. Each motor shall

receive a routine commercial test to verify freedom from electrical or mechanical defects. Provide prototype test reports for each rating.

- a. No motor shall be shipped from the motor manufacturer's plant until all test data has been approved by the OWNER.
3. The motors shall be NEMA Standard T-Frames of steel, aluminum, or cast iron; totally enclosed fan cooled (TEFC). Motor shall be designed for direct coupling without modification.
4. Motors shall have grease lubricated, double shielded anti-friction ball bearings, with housings equipped with provision for re-lubrication:
 - a. The bearings shall have a rated L-10 fatigue life per ANSI/ABMA 9 – *Load Ratings and Fatigue Life for Ball Bearings* of 150,000 hours for direct-coupled applications.
 - b. Bearing cavities and greasing passages shall be thoroughly cleaned of all debris before lubricating. Motors shall be lubricated at the factory with Exxon Mobil Polyrex EM grease.
5. Do not select motors to operate continuously above rated load, in the service factor area. Motors shall be capable of carrying full load current continuously without injurious temperature rise in an ambient temperature of 40°C.
6. General purpose, single-speed motors shall be NEMA Premium™ labeled motors or motors with full-load nominal efficiency not less than that tabulated below when tested in accordance with IEEE Std. 112, sub clause 6.4, Method B.

NOMINAL FULL-LOAD EFFICIENCY						
MOTOR HP	NUMBER OF POLES / SYNCHRONOUS SPEED, RPM					
	ODP MOTORS			TEFC MOTORS		
	2 3600	4 1800	6 1200	2 3600	4 1800	6 1200
1	77.0	85.5	82.5	77.0	85.5	82.5
1.5	84.0	86.5	86.5	84.0	86.5	87.5
2	85.5	86.5	87.5	85.5	86.5	88.5
3	85.5	89.5	88.5	86.5	89.5	89.5
5	86.5	89.5	89.5	88.5	89.5	89.5
7.5	88.5	91.0	90.2	89.5	91.7	91.0
10	89.5	91.7	91.7	90.2	91.7	91.0
15	90.2	93.0	91.7	91.0	92.4	91.7
20	91.0	93.0	92.4	91.0	93.0	91.7
25	91.7	93.6	93.0	91.7	93.6	93.0
30	91.7	94.1	93.6	91.7	93.6	93.0
40	92.4	94.1	94.1	92.4	94.1	94.1
50	93.0	94.5	94.1	93.0	94.5	94.1
60	93.6	95.0	94.5	93.6	95.0	94.5
75	93.6	95.0	94.5	93.6	95.4	94.5
100	93.6	95.4	95.0	94.1	95.4	95.0
125	94.1	95.4	95.0	95.0	95.4	95.0
150	94.1	95.8	95.4	95.0	95.8	95.8

NOMINAL FULL-LOAD EFFICIENCY						
MOTOR HP	NUMBER OF POLES / SYNCHRONOUS SPEED, RPM					
	ODP MOTORS			TEFC MOTORS		
	2 3600	4 1800	6 1200	2 3600	4 1800	6 1200
200	95.0	95.8	95.4	95.4	96.2	95.8
250	95.0	95.8	95.4	95.8	96.2	95.8
300	95.4	95.8	95.4	95.8	96.2	95.8
350	95.4	95.8	95.4	95.8	96.2	95.8
400	95.8	95.8	95.8	95.8	96.2	95.8
450	95.8	96.2	96.2	95.8	96.2	95.8
500	95.8	96.2	96.2	95.8	96.2	95.8

7. Motor Sensors:
 - a. Each motor shall be provided two sets of three normally closed thermostats (one per phase), each set wired in series, with conductors brought out to the motor termination box.
 - b. Two (2) temperature levels are to be detected by each set of normally closed thermostats: alarm (or initial rise above normal) and shutdown (on further rise approaching critical).
8. Each motor shall be provided with a space heater, sized per manufacturer's requirements and shall operate on 110 VAC.
9. Conduit Box and Leads:
 - a. The conduit box shall be oversized, diagonally split and rotatable in 90 degree steps and shall be provided with knockouts. Motor junction boxes shall be on the right-hand side as viewed when looking over the motor towards the pump.
 - b. Leads shall be stranded wire, suitably insulated and permanently identified with crimp-on solderless connectors.
10. All bolts and cap screws shall be of high strength, zinc-plated, and chromated steel.
11. Nameplate shall be stainless steel with embossed preprinted lettering, fastened to the motor frame with corrosion resistant pins. Nameplate data shall include at minimum the following information:
 - a. Manufacturer's Name
 - b. Number of Phases
 - c. Horsepower
 - d. Nominal RPM
 - e. Full Load Amp
 - f. Voltage
 - g. Efficiency
 - h. Power Factor
 - i. Enclosure Type
 - j. Insulation

- k. Frame
- l. ANSI/ABMA Bearing Identification Number
- 12. Warranty:
 - a. The Motors shall be free of defects in materials and workmanship and shall be guaranteed to operate satisfactorily under proper application for two years from date of Motor delivery to OWNER.
- 13. Manufacturer: Pump motors shall be as manufactured by one of the following.
 - a. U.S. Electrical Motors.
 - b. General Electric.
 - c. Toshiba.
 - d. Baldor Electric

2.04 TOOLS, SPARE PARTS AND MAINTENANCE MATERIALS

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

2.05 SURFACE PREPARATION AND PAINTING

- A. Exterior of all pumps, motors, frames, baseplates, appurtenances, etc., shall receive manufacturer's standard epoxy coating system, prior to shipment. Owner to select and approve color.
- B. All gears, bearing surfaces, machined surfaces and other surfaces which are to remain unpainted shall receive a heavy application of grease or other rust-resistant coating. This coating shall be maintained during storage and until the equipment is placed into operation
- C. For all pump components coming into contact with potable water, SUPPLIER shall certify, in writing, that the shop primer and finish coating system conform to the requirements of NSF-61.

D. Interior of pump volute, for all standard cast iron (ASTM A48; Class 35B) surfaces, shall receive 2-layers of Belzona 1341N (Supermetalgilde meeting NSF 61 requirements) coating, as per coating manufacturer recommendations.

1. Coating shall be a two-part high strength coating specifically for the protection of metal surfaces from corrosion and erosion
2. The total thickness in the dry state should be a minimum of 400 microns.
3. Prior to coating, all surfaces shall be blasted according acc. to ISO 8501-1 Sa 2 ½. Surface Roughness: medium G (50-85 µm, Ry5) acc. to ISO 8503-2.
4. Coating system shall be solvent free and not shrink during curing.
5. Physical Properties (@ 60 degF/7-days cure):
 - a. Abrasion (ASTM D4060): ≤ 76 mm³ loss per 1,000 cycles.
 - b. Compressive Strength (ASTM D695): ≥ 8,300 psi.
 - c. Compressive Modulus (ASTM D695): ≥ 1.66x10⁵ psi.
 - d. Flexural Strength (ASTM D790): ≥ 6,500 psi.
 - e. Flexural Modulus (ASTM D790): ≥ 6.15x10⁵ psi.
 - f. Hardness (Shore D, ASTM D2240): ≥ 80.
 - g. Hardness (Barcol, ASTM D2583): ≥ 73.
 - h. Tensile Shear Adhesion to Mild Steel (ASTM D-1002): ≥ 3,800 psi.
6. Coating applicator/contractor shall have a minimum of five years of experience in blasting and painting pump volutes and impellers with similar coatings to those referenced in this section. Company specializing in performing the work of this Section shall provide a minimum five years' documented experience demonstrating five successful projects and a letter of approval by coating manufacturer.

7. 2.06 SOURCE QUALITY CONTROL

A. Pump Shop Test (Certified Pump Test):

1. Pump casings shall be hydrostatically tested to twice the discharge head or 1-1/2 times the shutoff head, whichever is greater.
2. Running Test: Pump assembly shall be operated from zero to maximum capacity as shown on the approved curve. Results of the test shall be shown in a plot of test curves showing head, flow, horsepower, efficiency, and current. Readings shall be

- taken at a minimum of five evenly spaced capacity points including shut-off, design point and minimum head for which pump is designed to operate.
3. Each test shall be witnessed by a Registered Professional Engineer, who may be an employee of the manufacturer. The Registered Professional Engineer shall sign and seal all copies of curves and shall certify that hydrostatic tests were performed.
 4. Tests shall be conducted in conformance with the methods described in Section A6 of AWWA E101.
 5. Pumps shall not be shipped until the OWNER has approved the test reports.
- B. Casings shall be hydrostatically tested to twice the discharge head or 1-1/2 times the shutoff head, whichever is greater
- C. All gears, bearing surfaces, machined surfaces and other surfaces which are to remain unpainted shall receive a heavy application of grease or other rust-resistant coating. This coating shall be maintained during storage and until the equipment is placed into operation

PART 3 EXECUTION

3.01 INSTALLATION (Not Used).

3.02 START-UP AND TESTING

- A. All equipment will be given running tests by SUPPLIER/MANUFACTURER at the job Site following installation of the equipment and controls by OWNER. Should the tests indicate any malfunction, SUPPLIER/MANUFACTURER shall make any necessary repairs and adjustments. Such tests and adjustments shall be repeated until, in the opinion of the OWNER, the installation is complete, and the equipment is functioning properly and accurately, and is ready for permanent operation.
- B. A factory trained representative shall be provided for on-site confirming and certifying completed installation, start-up and test the equipment. The representative shall make a minimum of one (1) visit, minimum eight (8) hours on-Site for each pump station. Manufacturer's representative shall test operate the system in the presence of the OWNER and verify that the equipment conforms to the requirements. Measurement shall be taken by the SUPPLIER/MANUFACTURER to verify the head, capacity, efficiency, and horsepower of the pumps at shutoff and the three design points, and to determine that the pumping units will operate satisfactorily without cavitation, overheating, or overloading of the motor, and free of vibration throughout the entire operating range of head and capacity at rated speed.
- C. Representative shall revisit any pump station Site as often as necessary until all trouble is corrected and the installation is entirely satisfactory to OWNER.

- D. All costs, including travel, lodging, meals and incidentals, for additional visits shall be at no additional cost to the OWNER.

END OF BID SPECIFICATIONS

APPENDIX C

Insurance Requirements ECWA PROJECT No. 202000154

Insurance specs:

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

Insurance Requirements:

a. **Workers Compensation:**

Part 1: Workers Compensation: Statutory

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

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

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

c. **Commercial General Liability:**

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

d. **Automobile Liability:**

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

e. **Umbrella Liability:**

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

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

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

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

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

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

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

Certificates of Insurance should be e-mailed to mmusarra@ecwa.org 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.



FLUID-1

OP ID: KA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/2021

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).

PRODUCER Wells Financial Services Corp. 644 East Main Street Palmyra, NY 14522	315-597-3544	CONTACT NAME: Charles B. Wells, Jr. PHONE (A/C, No, Ext): 315-597-3544 FAX (A/C, No): 315-597-5992 E-MAIL ADDRESS:
INSURED Fluid Kinetics Inc Douglas Hayes PO Box 655 Orchard Park, NY 14127		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	Q971167900	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		Q11 5130652	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000 OCCUR CLAIMS-MADE	X		Q35 5170261	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Q95 5101210	11/01/2020	11/01/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Erie County Water Authority, it's officers, agents and employees are additional insured on a Primary and non-Contributory Basis for both ongoing and completed operations. Waiver of Subrogation applies.

APPROVED/MJM

2020000154-Booster Pumps

CERTIFICATE HOLDER

CANCELLATION

Erie County Water Authority
295 Main Street, Rm 350
Buffalo, NY 14203-2494

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Fluid Kinetics Inc 251 Thorn Ave Orchard Park, NY 14127-2653 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 716-662-7900 1c. NYS Unemployment Insurance Employer Registration Number of Insured 38-506056 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1166702
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Eric County Water Authority 295 Main St, Room 350 Buffalo, NY 14203-2494	3a. Name of Insurance Carrier Eric Insurance Company 3b. Policy Number of entity listed in box "1a" Q95-5101210 3c. Policy effective period 11-1-20 to 11-1-21 3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.

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

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

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

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

Approved by: Kandi S. Alt
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Kandi S. Alt 3-17-21
(Signature) (Date)

Title: Licensed Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-597-3544

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.



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

1a. Legal Name & Address of Insured (use street address only) FLUID KINETICS INC. 251 THORN AVENUE PO BOX 856, ORCHARD PARK, NY 14127 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured (719) 662-7982 1c. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) ERIE COUNTY WATER AUTHORITY 3030 UNION ROAD CHEEKTOWAGE, NY 14227-1097	3a. Name of Insurance Carrier The Guardian Life Insurance Company of America 3b. Policy Number of Entity Listed in Box "1a" 00971703 - 0000 3c. Policy effective period 01/01/2021 to 01/01/2022
4. Policy provides the following benefits: <input checked="" type="checkbox"/> A. Both disability and paid family leave benefits. <input type="checkbox"/> B. Disability benefits only. <input type="checkbox"/> C. Paid family leave benefits only. 5. Policy covers: <input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. <input type="checkbox"/> 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 03/22/2021 By Raymond J. Marra
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Raymond J. Marra - Senior Vice President, Group and Worksite Products

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.