




ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

March 5, 2025

To: Terrence D. McCracken, Secretary to the Authority

From: William W. Wheeler, PE, Senior Distribution Engineer 

Subject: Machining and Fabrication Services for the Repair of Various ECWA Equipment
From April 1, 2025 to March 31, 2026
ECWA Project No. 202500007

On Thursday, February 20, 2025, the Authority received one (1) bid for the above referenced contract from Frederick Machine and Manufacturing, Inc (Frederick Machine). The bid has been reviewed, a mathematical check has been performed, and the bid was found acceptable by Law Department.

Frederick Machine has performed similar work for the Authority in the past and has proven to be a competent contractor performing the work in an acceptable manner and having a good understanding of the scope and requirements for this contract.

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

We, therefore, recommend award of the above referenced contract to Frederick Machine & Manufacturing, Inc. in the amounts of \$84,437.50 for the Board's consideration and, if approved, for the Chairman to execute.

2025 Budget Information:

Unit: 1020 Control Operations

Item No. 19 Payments to Contractors - Other

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.

WWW:jmf

Attachments

cc: L.Kowalski

S.Krull

L.Lester

ECWA-543-2501-X-12

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

Document Name: _____ **Project No.:** _____

Description: _____

Item Description:

Choose one:

Other: _____

Action Requested:

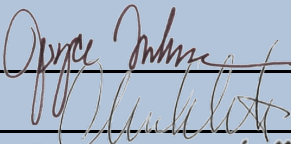
Choose one:

Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

Chief Financial Officer



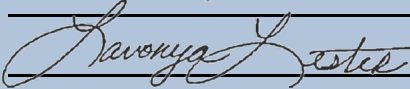
Date: 03/06/2025

Chief Operating Officer



Date: 03/06/2025

Claims Rep. – Risk Manager



Date: 3/7/2025

Comptroller

Date: _____

Director of Administration

Date: 03/06/2025

Director of Distribution

Date: _____

Director of Human Resources

Date: _____

Director of IT

Date: _____

Director of Production

Date: _____

Director of Water Quality

Date: _____

Executive Engineer

Date: 3/10/2025

General Counsel (Legal)

Date: 03/06/2025

Other: _____

Date: 03-06-25

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority



Date: 3/10/2025

Remarks: _____

Resolution Date: _____ **Item No:** _____

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

Contract: _____ Project No.: 202500007
 Project Description: Machining and Fabrication Services for the Repair of Various ECWA Equipment
From April 1, 2025 to March 31, 2026.

CONTRACT AWARD

Contractor/Supplier: Frederick Machine & Manufacturing, Inc.
 Award Amount: \$84,437.50

BID SUMMARY:

Date Advertised for Bids: <u>01/28/2025</u>	Date of Bid Opening <u>02/20/2025</u>
Bidder	Total Bid Amount
<u>Frederick Machine & Manufacturing, Inc.</u>	<u>\$84,437.50</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>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>

Attachments: Bid Tabulation Consultant's Recommendation

APPROVALS (Select applicable)

WMBE APPROVAL

- No Waiver
 Full Waiver
 Partial Waiver

EEO Compliance Officer _____ N/A _____ Date _____

INSURANCE APPROVAL

Claims Rep/Risk Manager Molly Jo Musana Date 2/26/2025

NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL

Coordinator of Employee Relations _____ N/A _____ Date _____

Remarks: Unit price contract.

BID OPENING

PROJECT:

MACHINING AND FABRICATION SERVICES FOR REPAIR OF
VARIOUS ECWA EQUIPMENT FROM APRIL 1, 2025 TO MARCH
31, 2026

PROJECT NO: 202500007

ADVERTISED SOURCE:
NYS CONTRACT REPORTER
DODGE REPORT

DATE:
1/28/2025
1/28/2025

BID OPENING:

February 20, 2025 at 11:00 a.m.

APPARENT LOW BIDDER

				Frederick Machine & Manufacturing Inc. 405 Ludington Buffalo, New York 14206				
ITEM	DESCRIPTION	QUANTITY	UM	RATE	TOTAL			
1	CNC Lathe Work	1200	HR	\$43.75	\$52,500.00			
2	CNC Mill Work	350	HR	\$43.75	\$15,312.50			
3	CNC EDM Work	100	HR	\$43.75	\$4,375.00			
4	Water Jet Work	100	HR	\$43.75	\$4,375.00			
5	Hydraulic Press Work	60	HR	\$43.75	\$2,625.00			
6	Welder	100	HR	\$43.75	\$4,375.00			
7	Babbitt Bearing Work	20	HR	\$43.75	\$875.00			
8	Subcontracted Work - Cost Plus 5%	N/A	N/A	N/A	N/A			
9	Materials - Cost Plus 5%	N/A	N/A	N/A	N/A			
TOTAL BID AMOUNT					\$84,437.50			
BID BOND				YES				

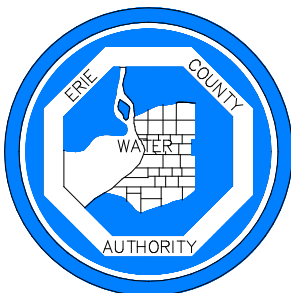
Set No:

Project Manual – Short Form

**Machining and Fabrication Services
For the Repair of Various
Erie County Water Authority Equipment
From April 1, 2025 to March 31, 2026**

Project No. 202500007

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



ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

**MACHINING AND FABRICATION SERVICES
FOR THE REPAIR OF VARIOUS ERIE COUNTY WATER AUTHORITY EQUIPMENT
FROM APRIL 1, 2025 TO MARCH 31, 2026
PROJECT NO: 202500007**

TABLE OF CONTENTS

<u>Name or Description</u>	<u>Initial Page</u>
00100 Notice to Bidders	00100-1
<u>BIDDING REQUIREMENTS</u>	
00200SF Instructions to Bidders	00200SF-1
00400SF Bid Documents and Bid Form Supplements.....	00400SF-1
<u>CONTRACTING REQUIREMENTS</u>	
00500SF Agreement.....	00500SF-1
<u>TECHNICAL SPECIFICATIONS</u>	
01100SF Summary of Work.....	01100SF-1
01200SF Machining and Fabrication Services.....	01200SF-1
<u>APPENDICES</u>	
A. Women and Minority Business Enterprise Policy (NOT USED)	
B. Insurance Requirements	
C. Prevailing Wage Rate Schedule (NOT USED)	

END OF TABLE OF CONTENTS

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

**MACHINING AND FABRICATION SERVICES
FOR THE REPAIR OF VARIOUS ERIE COUNTY WATER AUTHORITY EQUIPMENT
FROM APRIL 1, 2025 TO MARCH 31, 2026
PROJECT NO: 202500007**

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids for the furnishing of all labor, plant, tools, equipment and specified materials, etc. for MACHINING AND FABRICATION SERVICES FOR THE REPAIR OF VARIOUS ERIE COUNTY WATER AUTHORITY EQUIPMENT FROM APRIL 1, 2025, to MARCH 31, 2026.

Bids must be received by the Erie County Water Authority no later than 11:00 a.m. Eastern Prevailing Time, on Thursday, February 20, 2025, at the Service Center Front Desk, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227.

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

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

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

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or delivered shall be directed to the "SERVICE CENTER FRONT DESK" at the address listed above in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "BID ENCLOSED-ECWA – **Machining and Fabrication Services for the Repair of Various ECWA Equipment from March 1, 2025 to April 31, 2026, (PN 202500007)**".

Beginning at 9:00 a.m. Eastern Prevailing Time, on Tuesday, January 28, 2025, Project Manuals and accompanying drawings, if applicable, may be obtained in person at the Service Center Front Desk at the above address. If obtaining documents in person, government-issued photo identification is required to enter the building and a business card for bidder's contact person is requested. Documents may also be obtained by writing the Service Center Front Desk at the above address or calling 716-684-1510, between the hours of 9:00 a.m. and 4:00 p.m. Contract Documents will be mailed to prospective bidders wishing to obtain a set upon receipt of prospective bidder's charge number for UPS or FedEx. The mailing date will be considered the bidder's date of receipt. Partial sets of documents will not be available.

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

In accordance with State Finance Law §§139-j and 139-k, all questions about meaning or intent of the bidding documents shall be submitted to the designated contact person in writing. The designated contact is Seth L. Krull, PE, Production Engineer, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227, telephone 716-685-8218, email skrull@ecwa.org.

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

The final contract will be executed in the format set forth in the proposed Contract Documents located in this Project Manual. The Contract will be for a one-year term, with the potential for two additional one-year extensions. It is anticipated that the term of the original contract will be from April 1, 2025 through March 31, 2026, subject to the approval of Authority's Board of Commissioners.

ERIE COUNTY WATER AUTHORITY

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

TERRENCE D. McCracken
Secretary to the Authority

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

**MACHINING AND FABRICATION SERVICES
FOR THE REPAIR OF VARIOUS ERIE COUNTY WATER AUTHORITY EQUIPMENT
FROM APRIL 1, 2025 TO MARCH 31, 2026
PROJECT NO: 202500007**

SECTION 00200SF

INSTRUCTIONS TO BIDDERS

1. BID SHALL BE SUBMITTED ON THESE ERIE COUNTY WATER AUTHORITY (the “Authority”) BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received at the Authority after the date and time prescribed will not be considered for contract award.
3. ADDENDA. All questions about the meaning or intent of the Bidding Documents shall be submitted to the Authority in writing and received by the Authority at least ten (10) days prior to the date for the opening of Bids. Interpretations, clarifications, and/or supplemental instructions considered necessary by the Authority in response to such questions will be issued by Addenda. Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by the Authority. All Addenda will be mailed by either Registered or Certified mail, with return receipt requested to all parties recorded by the Authority as having received the Bidding Documents, for receipt not later than three (3) days prior to the date for the opening of Bids. Failure of any Bidder to receive any such Addendum shall not relieve any bidder from any obligation of the bid submitted. All Addenda so issued shall become part of the Contract Documents. All Addenda must be submitted with the bid proposal and be properly signed by the Bidder. Only questions answered by Addenda will be binding. The Authority will not be responsible for any other explanations or interpretation of such documents which anyone presumes to make on behalf of the Authority before expiration of the time set for the receipt of Bids. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Oral and other interpretations or clarifications will be without legal effect.
4. BID DOCUMENTS. The blank spaces in the proposal must be filled in correctly where indicated for each and every item, and the Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. The Bidder shall sign the proposal and all required forms correctly and with original signatures.

5. **BID GUARANTEE.** Each bid must be accompanied by a certified check made payable to the Erie County Water Authority or a bid bond in the sum of five percent (5%) of the amount of the bid. Bid bonds must be in satisfactory form and payable to the order of the AUTHORITY. The bid bond must contain original signatures in ink. The bid bond shall be approved by the Authority's Attorney as to form, and by the Comptroller as to sufficiency of the bond. The amount of the certified check or bid bond shall be retained by the AUTHORITY as liquidated damages if the bidder whose bid is accepted shall fail to enter into a contract with the Authority.
6. **EQUIPMENT AND MATERIALS BROCHURES.** The Technical Specifications may require that each bid be accompanied by certain brochures that describe the various types of equipment or material listed in the bid, then the bid must be accompanied by such brochures. Bids not accompanied by the required equipment and material brochures may be rejected. If brochures are not available, the bidder is required to submit with his bid a letter stating that he has requested four (4) copies of the brochures described in the Technical Specifications and that his bid price is for the equipment or materials as described in these brochures.
7. **EMERGENCY CLOSINGS.** In the event of an emergency closing of certain Authority facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Secretary to the Authority's control, only bids received prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
8. **ANY CHANGE IN WORDING OR INTERLINEATION OF THE ADVERTISEMENT AS PUBLISHED BY THE AUTHORITY** shall be reason to reject the proposals in the event that such change in the Advertisement to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than are provided for in the proposal form, escalation clauses or irregularities of any kind.
9. **THE AUTHORITY, IN THE BEST INTERESTS OF THE PUBLIC, RESERVES THE RIGHT TO REJECT** any and all bids, to accept either in whole or in part any one bid or combination of bids as may be provided in the bid specifications, and to waive any informalities in bids. The Authority does not obligate itself to accept the lowest or any other proposal and reserves the right to re-bid.
10. **CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED** after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
11. An **EXECUTORY CLAUSE** shall be a part of any agreement entered into pursuant to this bid. See, § 7 of the Proposed Contract Documents.
12. **FAILURE TO MEET DELIVERY SCHEDULE** as per accepted bid may result in legal action by the Authority to recover damages.

13. PRICES SHALL BE QUOTED F.O.B. DESTINATION.
14. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE AUTHORITY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
15. NO TAXES ARE TO BE BILLED TO THE AUTHORITY. Bids shall not include any State or local excise, sales, transportation or other tax, unless State law specifically levies such tax on purchases made by a public benefit corporation created by the State of New York. The Authority Purchase Order is an exemption certificate. Any applicable taxes from which the Authority is not exempt shall be listed separately as cost elements and added into the total net bid.
16. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to Bidder's performance under this contract.
17. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The Authority may terminate contracts or purchase orders, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of the contract or purchase order. The Authority may also terminate a contract or purchase order if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the contract or purchase order. In the event that it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the contract or purchase order and/or exercise any other remedy available to it under existing law.
18. ANY CASH DISCOUNT which is part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Authority policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Authority will take the discount when payment is made. The Authority will not pay any interest charges nor refund discount amounts taken after the discount period. If this procedure is unsatisfactory, please quote net.
19. ANY ADDITIONAL INFORMATION which bidder desires to add to the bid shall be written on a separate sheet of paper attached to and submitted with the formal sealed bid to be read at the formal opening.
20. WARRANTY: Notwithstanding anything to the contrary herein contained, BIDDER agrees that the warranties as prescribed by the Laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the Laws of the State of New York. The obligations of BIDDER herein are independent of any other obligations.

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

++ END OF SECTION ++

**MACHINING AND FABRICATION SERVICES
FOR THE REPAIR OF VARIOUS ERIE COUNTY WATER AUTHORITY EQUIPMENT
FROM APRIL 1, 2025 TO MARCH 31, 2026
PROJECT No: 202500007**

SECTION 00400SF

BID DOCUMENTS AND BID FORM SUPPLEMENTS

OPENING DATE: Thursday, February 20, 2025, TIME: 11:00 a.m.

NAME OF BIDDER: Frederick Machine & Manufacturing, Inc.

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

NAME: James Kelly

TITLE Vice President

SUBMISSION DATE: 01.30.2025

ADDRESS: 405 Ludington St; Buffalo, Ny 14206

PHONE: 716, 892, 1425

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

NAME: Jennifer Frederick-Kelly

TITLE President

ADDRESS: 405 Ludington St.; Buffalo, Ny 14206

PHONE: 716, 892, 1425

EMAIL: Jennifer@FrederickMachine.com

BID ITEMS AND BID SHEET

BID DESCRIPTION: MACHINING AND FABRICATION SERVICES FOR THE REPAIR OF VARIOUS ERIE COUNTY WATER AUTHORITY EQUIPMENT FROM APRIL 1, 2025 TO MARCH 31, 2026

PROJECT No: 202500007

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

Ship to: ERIE COUNTY WATER AUTHORITY
Attention: Seth L. Krull, PE, Production Engineer
Address: 3030 Union Road
 Cheektowaga, New York 14227

Item No.	Quantity	U/M	Catalog No./Description	Unit Price	Total Price
1	1,200	Hours	CNC Lathe Work	43.75	52,500.00
2	350	Hours	CNC Mill Work	43.75	15,312.50
3	100	Hours	CNC EDM Work	43.75	4,375.00
4	100	Hours	Water Jet Work	43.75	4,375.00
5	60	Hours	Hydraulic Press Work	43.75	2,625.00
6	100	Hours	Welder	43.75	4,375.00
7	20	Hours	Babbitt Bearing Work	43.75	875.00
8	NA	NA	Subcontracted Work – Cost Plus 5%	NA	NA
9	NA	NA	Materials – Cost Plus 5%	NA	NA
TOTAL NET BID DELIVERED INSIDE					\$ 84,437.50

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

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

NAME OF BIDDER: Frederick Machine & Manufacturing, Inc.

AUTHORIZED SIGNATURE:  DATE: 1/29/2025

INFORMATION REQUIRED FROM BIDDERS
AT TIME OF CANVASS OF BIDS

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

FIRM NAME Frederick Machine & Manufacturing, Inc.

ADDRESS OF PRINCIPAL OFFICE: STREET 405 Ludington St.
CITY Buffalo

AREA CODE 716 PHONE 892-1425 STATE Ny ZIP 14206

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: _____

ADDRESS OF LOCAL OFFICE: STREET _____
CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

N/A

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 16-1027866

Social Security Number: _____

INFORMATION REQUIRED FROM BIDDERS
REGARDING PROPOSED CONTRACT DOCUMENTS

Question 1:

The BIDDER represents that it has reviewed the Proposed Contract Documents beginning at page AGT-1.

CHECK ONE:

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

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

Question 2:

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

CHECK ONE:

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

*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: Frederick Machine & Manufacturing, Inc.

AUTHORIZED SIGNATURE:  DATE: 01, 29, 2025

OFFICIAL CHECK



206 - Cheekowaga
Dewey, New York

Remitter: JAMES M KELLY

Pay To The Order Of ERIE COUNTY WATER AUTHORITY

Pay: FOUR THOUSAND TWO HUNDRED TWENTY ONE DOLLARS AND 88 CENTS

Date 02/12/2025

092024682

\$ 4,221.88

62-20
311

Drawer: Key Bank

James M Kelly

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

Memo: 202500007

⑈092024682⑈ ⑆031100209⑆

38774212⑈



BID SECURITY FORM

BIDDER (Name and Address):

Frederick Machine & Manufacturing, Inc.
405 Ludington St.
Buffalo, NY 14206

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

Frederick Machine & Manufacturing, Inc.
405 Ludington St.
Buffalo, NY 14206

OWNER:

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

BID

BID DUE DATE: 02,20,2025

PROJECT: Machining and Fabrication Services for the Repair of Various Erie County Water Authority Equipment from April 1, 2025 to March 31, 2026

BOND

BOND NUMBER: N/A (5% CONFIRMED CHECK ENCLOSED)

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

Frederick Machine & Manufacturing, Inc. (Seal)
Bidder's Name and Corporate Seal

5% CHECK ENCLOSED (Seal)
Surety's Name and Corporate Seal

By: [Signature] VICE PRESIDENT
Signature and Title

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

Attest: Jenny Sturick-Kelly President
Signature and Title

Attest: _____

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

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

3.01 This obligation shall be null and void if:

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

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

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

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

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

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

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

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

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

CORPORATE ACKNOWLEDGEMENT

STATE OF New York
COUNTY OF Erie

On this 12th day of February, 2025 before me personally appeared James Kelly to me known, who being by me duly sworn, did affirm that he/she resides in New York that he/she is the VICE PRESIDENT of FREDERICK MACHINING & MFG INC, the corporation described in and which executed the above instruments; that the seal affixed to said instrument is the corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

DONNA M. BARTH
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01BA6175239
My Commission Expires Oct. 9, 2027

Donna M Barth
NOTARY PUBLIC

ACKNOWLEDGEMENT OF SURETY

STATE OF New York

COUNTY OF Erie

On this 12th day of February, 2025 before me personally came James Kelly to me known, who being by me duly sworn, did depose and say; that he/she resides in NEW YORK; that he/she is the ATTORNEY-IN -FACT of FREDERICK MACHINERY & MFG INC the above signed Surety, the corporation described in and which executed the within instrument; the he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed to said instrument by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

DONNA M. BARTH
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01BA6175239
My Commission Expires Oct. 9, 2027

Donna M Barth
NOTARY PUBLIC

END OF BID BOND

NON-COLLUSIVE BIDDING CERTIFICATION

as mandated by Public Authority Law § 2878

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law § 210.45)

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

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:


Affirmed under penalty of perjury this 30th day January, 2025

TERMS Net 30 DELIVERY DATE AT DESTINATION as required

FIRM NAME Frederick Machine & Manufacturing, Inc.

ADDRESS 405 Ludington St.

Buffalo, NY ZIP 14206

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE James Kelly

TITLE Vice President TELEPHONE No. 716.892.1425

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

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

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

- (a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

- (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

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

Frederick Machine & Manufacturing, Inc.
(Name of Individual, Partnership or Corporation)

By 
(Person authorized to sign)

(SEAL)

SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

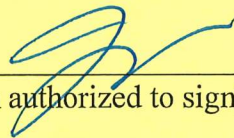
§2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

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

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

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

Frederick Machine & Manufacturing, Inc.
(Name of Individual, Partnership or Corporation)

By 
(Person authorized to sign)

(SEAL)

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

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

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

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

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

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

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

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


FORM A

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

Instructions:

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

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

By:  _____ Date: 01, 30, 2025

Name: James Kelly

Title: Vice President

Supplier Name: Frederick Machine & Manufacturing, Inc.

Address: 405 Ludington St.

Buffalo, NY 14206

FORM B

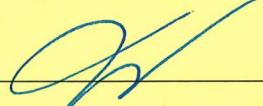
**Offerer's Certification of Compliance
With State Finance Law §139-k(5)**

Instructions:

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

Offerer Certification:

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

By:  _____ Date: 01.30.2025

Name: James Kelly

Title: Vice President

Supplier Name: Frederick Machine & Manufacturing, Inc.

Supplier Address: 405 Ludington St.

Buffalo, NY 14206

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:

Frederick Machine & Manufacturing, Inc.

Address: 405 Ludington St.

Buffalo, Ny 14206

Name and Title of Person Submitting this Form: James Kelly, Vice President

Contract Procurement Number: 20250007

Date: 01.30.25

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

If yes, please answer the next questions:

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

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

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

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

6. If yes, please provide details below.

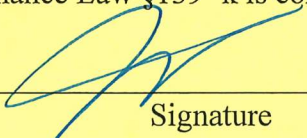
Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

By:  Date: 01.30.2025
Signature

Name: James Kelly

Title: Vice President

Contract Termination Provision

Instructions:

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

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

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

Sample Contract Termination Provision

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

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

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

Offerer Statement:

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

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

By: _____ Date: 01.30.2025

Name: James Kelly

Title: Vice President

Offerer Name: Frederick Machine & Manufacturing, Inc.

Offerer Address: 405 Ludington St.
Buffalo, NY 14206

++ END OF SECTION ++

**MACHINING AND FABRICATION SERVICES
FOR THE REPAIR OF VARIOUS ERIE COUNTY WATER AUTHORITY EQUIPMENT
FROM APRIL 1, 2025 TO MARCH 31, 2026
PROJECT NO: 202500007**

AGREEMENT

This Agreement, effective April 1, 2025, (“Effective Date”), is by and between

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

FREDERICK MACHINE & MANUFACTURING, INC.

Street Address
City, State Zip code

hereinafter referred to as the “Contractor.”

The Authority seeks to enter into a contract with the Contractor to furnish, upon request, specific machining and fabrication services for various Authority equipment upon the terms and conditions stated in this Agreement.

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

ARTICLE 1 – THE PROCUREMENT

1.01 The Contractor agrees to supply all labor, materials and equipment necessary for machining and fabrication services for Authority equipment that meet the specifications which are attached to, and incorporated in, this Agreement as Section 01200SF.

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

1.03 The Contractor agrees that all work under this Agreement will be at request and direction of the Authority’s Pump Mechanic Crew Chief (the “Crew Chief”) or a representative of the Authority as designated by the Authority’s Executive Engineer.

1.04 Before work begins on a task or assignment, the Contractor agrees to submit a scope of work and cost estimate to complete the work. No work should proceed until the Executive Engineer has approved the estimate after consulting with the Crew Chief.

1.05 This Agreement shall remain in effect from April 1, 2025, through March 31, 2026. The parties may agree in writing to extend this Agreement under the same terms and conditions, or upon such terms and conditions acceptable to the Authority, for two (2) additional one (1) year terms.

ARTICLE 2 – COMPLIANCE

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

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

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

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

2.06 The Contractor 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 Contractor, 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 Contractor's employees and representatives shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

2.08 Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Contractor, its employees, and agents shall comply with all health and safety rules and regulations adopted by the State of New York, the County of Erie, or the Authority including, but

not limited to, completing a health screening questionnaire, using personal protective face masks, or complying with any testing or vaccination requirements before entering any Authority property.

ARTICLE 3 – PAYMENT FOR MATERIALS AND SUPPLIES

3.01 The Contractor agrees to accept payment at an hourly rate, which includes labor, tools, equipment, overhead and profit.

3.02 The Contractor shall submit invoices to the Authority, detailing the hours and description of the services rendered to the Authority, as well as expenses incurred, in a form acceptable to the Authority’s Chief Financial Officer and/or Comptroller. The Contractor will be responsible for completing all work covered by this Agreement.

3.03 Costs for the services provided under this Agreement shall be billed at the following hourly rates:

Item No.	U/M	Catalog No./Description	Unit Price
1	Hours	CNC Lathe Work	43.75
2	Hours	CNC Mill Work	43.75
3	Hours	CNC EDM Work	43.75
4	Hours	Water Jet Work	43.75
5	Hours	Hydraulic Press Work	43.75
6	Hours	Welder	43.75
7	Hours	Babbitt Bearing Work	43.75

3.04 Payments for services and equipment will be based on detailed actual hours worked with a total cost not to exceed \$84,437.50.

3.05 The Contractor will supply the Authority with copies of paid receipts for subcontracted work and materials and will be reimbursed for same at a rate not to exceed cost plus 5% with a total cost for subcontracted work and materials not to exceed \$30,000.00

3.06 All work that is performed by a subcontractor must be preapproved by the Authority’s Executive Staff.

3.07 The Authority is exempt from taxation. The Contractor 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.

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

ARTICLE 4 – GENERAL PROVISIONS

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

4.02 Amendments: The parties agree any modifications or variations from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

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

4.04 Indemnification:

- A. To the fullest extent permitted by law, the Contractor 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 Contractor’s performance under this Agreement and those of its subcontractors or anyone for whom the Contractor is legally liable.
- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Contractor 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.

4.05 Insurance:

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

D. The Contractor agrees to provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.

4.06 Warranty: Unless otherwise stated in this Agreement, the Contractor 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 Contractor's obligation under this section is independent of any other obligations stated in this Agreement.

4.07 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 Contractor 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.

4.08 Conflicts of Interest: The Contractor 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 Contractor from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Contractor 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 Contractor. So long as the Contractor reports such a conflict as required by this section, the Contractor will have no further obligations under the terms of this Agreement.

4.09 Additional Conditions: The Contractor 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.

4.10 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.

4.11 Independent Status: Nothing contained in the Agreement shall be construed to render either the Authority or the Contractor, 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 Contractor shall remain an independent

contractor responsible for its own actions. The Contractor is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

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

4.13 Gratuities, Illegal or Improper Schemes:

- A. The Contractor 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 Contractor 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 Contractor, the Contractor'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 Contractor 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.

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

ARTICLE 5 – SEVERABILITY

5.01 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 6 – EXECUTORY CLAUSE

6.01 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 Contractor due to a lack of funds in the appropriate budget line, the Contractor’s only remedy would be (1) to await for a budget transfer to be approved.. The Authority shall not be subject to any further liability.

ARTICLE 7 – TERMINATION

7.01 The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Contractor 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 Contractor in accordance with the written notification terms of this Agreement.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

**FREDERICK MACHINE &
MANUFACTURING, INC.**

By _____
James Kelly, Vice President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2025, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the _____ day of _____, in the year 2025, before me personally came James Kelly, to me known, who, being by me duly sworn, did depose and say that he resides in _____ that he is the Vice 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

++ END OF SECTION ++

SECTION 01100SF
SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The Work consist of furnishing all labor, material, and equipment necessary for the following but not limited to:
1. Fabrication of new pump shafts.
 2. Fabrication on new pump wear rings.
 3. Fabrication of new gears.
 4. Fabrication on new bearing journals.
 5. Water jetting of new parts such as pipe flanges.
 6. TIG welding of shafts and bores.
 7. Pressing of motor/pump couplings.
 8. Repair of threads.
 9. Rolling of sheet steel

1.02 DAMAGES

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

++ END OF SECTION ++

SECTION 01200SF

MACHINING AND FABRICATION SERVICES

PART 1 – GENERAL

1.01 DESCRIPTION

A. The CONTRACTOR shall furnish, upon request, specific machining and fabrication services for various Erie County Water Authority equipment.

1.02 EQUIPMENT REQUIREMENTS

- A. The CONTRACTOR's facility must meet the following minimum equipment criteria.
1. CNC Lathe with capacity for a 35-inch swing and 10 feet centers.
 2. CNC Vertical mill capacity of 30" x 65" x 31".
 3. CNC Horizontal mill capacity of 49" x 39" x 33".
 4. Horizontal hydraulic press capacity of 225 tons.
 5. Vertical hydraulic press capacity of 75 tons.
 6. Water jet or plasma cutting machine with CAD capabilities.
 7. Babbit bearing machining tools.

1.03 WORK REQUIREMENTS

A. General

1. All work shall be requested and directed by the OWNER's Pump Mechanic Crew Chief or a designated representative.
2. Work will be on an as needed basis as determined by the OWNER.
3. All labor, material, and equipment necessary to perform the work shall be provided by the CONTRACTOR.
4. CONTRACTOR must have the ability to obtain and machine/fabricate using various grades of carbon steel, stainless steel, brass, bronze, cast iron, and plastic.
5. All work performed under this contract shall not proceed until the CONTRACTOR provides a written Scope of Work and cost estimate and authorization has been provided by the OWNER.
6. All materials must be new, unused, and approved by the OWNER.
7. Any subcontracted work must have prior approval by the OWNER.

1.04 MEASUREMENT AND PAYMENT

A. General

1. Payment shall be at the hourly rates stipulated in the Contract.
2. The hourly rate shall include an amount, considered by the CONTRACTOR, adequate to cover the CONTRACTOR's labor, tools, equipment, and overhead and profit.

3. Overhead and profit can be charged on subcontracted work and materials only at a rate not to exceed 5%. The CONTRACTOR shall provide copies of work and material invoices with the bills for the specified project.

1.05 QUALITY ASSURANCE

A. Contractor Requirements:

1. The OWNER shall be allowed on-site at any time for inspection of the work.
2. All parts shall be fabricated to within 0.005" of requested dimensions.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

++ END OF SECTION ++

APPENDIX B

INSURANCE REQUIREMENTS

**MACHINING AND FABRICATION SERVICES
FOR THE REPAIR OF VARIOUS ERIE COUNTY WATER AUTHORITY EQUIPMENT
FROM APRIL 1, 2025 TO MARCH 31, 2026
PROJECT NO: 202500007**

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:

- \$1,000,000. Each Occurrence
- \$1,000,000. 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 professional service provider shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

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

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

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

END OF INSURANCE SPECS



**Workers'
Compensation
Board**

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

<p>1a. Legal Name and address of Insured (use street address only)</p> <p>FREDERICK MACHINE & MANUFACTURING, INC 405 LUDINGTON ST BUFFALO NY 14206</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 16-1027866</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Erie County Water Authority 3030 UNION RD BUFFALO NY 14227-1016</p>	<p>3a. Name of Insurance Carrier Hartford Insurance Company of the Midwest 37478</p> <p>3b. Policy Number of Entity Listed in Box "1a": 01 WEC AC8040</p> <p>3c. Policy effective period: 05/01/2024 to 05/01/2025</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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

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

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

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

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

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

Approved by: Sara Seier
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: Sara Seier 04/02/2024
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (866) 467-8730

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
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only)
FREDERICK MACHINE & MFG., INC.
ATTN: JENNIFER FREDERICK-KELLY
405 LUDINGTON STREET
BUFFALO, NY 14206
1b. Business Telephone Number of Insured
716-892-1425
1c. Federal Employer Identification Number of Insured or Social Security Number
161027866
2. Name and Address of Entity Requesting Proof of Coverage
Erie County Water Authority
3030 Union Road
Buffalo, NY 14227
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL567133
3c. Policy effective period
01/01/2024 to 12/31/2025

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

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

Date Signed 12/3/2024 By Leston R. Welsh
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number 516-829-8100 Name and Title Leston Welsh, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

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

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.
Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number Name and Title

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

