



# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## STANDARD AGREEMENT

This AGREEMENT, made as of the 2ND DAY OF JUNE, 2016

by and between O'CONNOR MECHANICAL CORP.

of 203 FISHER ROAD, LACKAWANNA, NY 14218

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on MAY 17, 2016 at 11:00 AM

for: MAINTENANCE OF YORK CHILLERS

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$17,950.00,

was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. B216032-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

\_\_\_\_\_ Paid monthly upon presentation of invoices.

\_\_\_\_\_ XXX \_\_\_\_\_ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

CONTRACTOR: O'CONNOR MECHANICAL CORP.

by \_\_\_\_\_  
Director of Purchase

by  \_\_\_\_\_

Date \_\_\_\_\_

Title PRESIDENT \_\_\_\_\_

Date 6/8/16 \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant County Attorney  
County of Erie, New York

Date \_\_\_\_\_



**County of Erie**  
 DIVISION OF PURCHASE  
NON-COLLUSIVE BIDDING CERTIFICATION

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 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, Section 210.45)

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

**BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:**

Affirmed under penalty of perjury this 17<sup>TH</sup> day of MAY, 2016

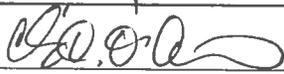
TERMS NET 30 DELIVERY DATE AT DESTINATION ASAP

FIRM NAME O'CONNOR MECHANICAL CORP.

ADDRESS 203 FISHER RD.

LACKAWANNA, N.Y.

ZIP 14218

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE CHARLES D. O'CONNOR

TITLE PRESIDENT TELEPHONE NO. 714-824-2100

(Rev. 1/2000)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

**County of Erie**  
**DIVISION OF PURCHASE**  
**BID SPECIFICATIONS**

BID NO. B216032-002

Ship to: County of Erie  
 Attention:  
 Address:

Ship Via:  
 Date Required at Destination:

ITEM NO.	QUANTITY	U/M	CATALOG NO./DESCRIPTION	TOTAL PRICE
			Please provide pricing for Maintenance of York Chillers at Rath Building,	
			95 Franklin Street, Buffalo, NY 14203 per the attached specifications.	
			Term of the contract will be January 1, 2016 – December 31, 2017.	
			Please provide pricing in Article V of bid specifications.	
			For questions in regard to the specifications of this bid,	
			Please contact Earl Zeeb at (716) 858-4991.	

**NOTE:** Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

**ERIE COUNTY DIVISION OF PURCHASE**  
 Freedom of Information Officer  
 95 Franklin Street, Rm. 1254  
 Buffalo, NY 14202  
 FAX #: 716/858-6465

**NAME OF BIDDER** O'CONNOR MECHANICAL CORP.

**Erie County Department of Public Works  
Division of Buildings and Ground  
95 Franklin St.  
Buffalo, N.Y. 14202**

**Maintenance Specifications for Chillers at 95 Franklin St. Buffalo N.Y.**

This will be a 2-year contract to cover the period January 1, 2016 – December 31, 2017.

**ARTICLE I**

1001 Erie County Rath Building requires a maintenance service contract for two York chillers. The program at this facility will include four (4) yearly visits. **The contract on the centrifugal chillers shall be Total Comprehensive Maintenance including all trouble calls, control issues, parts, labor, travel and material. Service calls to have a two hour response time.** Any refrigerant if required will be supplied by Erie County and contractor to install. This is to be a 2 year agreement renewable each year at the discretion of the county.

1002 The County reserves the right to terminate ( 60 day written notice ) at any time , for any reason , or suspend any part of the services described herein when conditions change, operation of a county facility is reduced or discontinued or similar circumstances take place. In the event of such termination or suspension, payments for services shall suspend without penalty.

**ARTICLE II - QUALIFICATION OF BIDDERS**

The contractor shall provide factory trained and certified service technicians and account engineers for all services regarding the equipment in question. The contractor will provide current documentation of training for service engineers. The contractor must show he has at least 8 service engineers living within Erie County, New York which are universally certified by the EPA for refrigerant handling. In addition, the contractor must be able to connect and program the control panels on these chillers. The the contractor must be able to do field programming to optimize the operation of the chillers. Prior to an award of this contract, the contractor will be required to demonstrate this capability to the satisfaction of the County.

The contractor will site 5 examples of similar York equipment that are currently being maintained by their service organization as well as a contact at that facility. The contractor must demonstrate adequate understanding of all aspects of the equipment, as they are responsible for all interface programming to the building DDC system.

The contractor shall maintain a stock of all parts integral to proper operation of the chillers at all times in order to minimize downtime. water temperature sensors, oil charge, oil filter, pressure switches, and control boards are necessary. Please note that all replacement sensors on the centrifugal chillers must be bound into the electrical system in the same manner as the originals to maintain the integrity of the electrical system. All parts shall be OEM and refurbished parts will not be acceptable for any repairs.

### ARTICLE III – SCOPE OF WORK

For all equipment under Total Maintenance Service the following work will be performed, in addition all trouble calls and control issues will be included.

#### SPRING

Prior to initial startup for the cooling season, the contractor will perform the following services on each chiller:

1. Inspect the entire structure for loose fasteners, missing guards, defective gasketing on control compartments, etc. Repair as required.
2. Furnish nitrogen, oil, oil filter, filter drier and gaskets as required.
3. Inspect all piping, coils valves, fittings, and compressors for refrigerant or oil Leaks.
4. Check condition of contacts.
5. Check and calibrate safety controls. Inspect all control components and wiring for proper operation and replace/recalibrate as required. Update software with new downloads as they become available from the manufacturer. All software upgrades are to be included in this contract . The contractor assumes all associated liabilities when updating software and making reports.
6. Meg compressor motor and oil pump motor.
7. Inspect oil level and bring to proper level. Clean oil strainer and / or replace oil Filter and gaskets where required.
8. Change oil when so indicated by oil analysis unless done on an annual schedule. Report any uncorrected deficiencies noted.
9. Check operation of crankcase heaters and tighten oil heater leads
10. Check operation of vane positioner and recalibrate as necessary.
11. Start up and check operation. Check starter operation, voltage and current.
12. Make operating log including refrigerant pressures, temperatures, superheat and Sub-cooling.
13. Erie County to clean condenser tubes as directed by contractor.

## COOLING SEASON

Twice during the cooling season, the contractor will perform the following services on each chiller:

1. Inspect unit and verify proper operation. Observe and record all temperatures, pressures, diagnostic codes, etc. Investigate cause of any indications that are not logical or are out of range. Repair as required.
2. Check with building operating personnel as to operation or occurrence of problems with equipment and investigate and repair any abnormalities.
3. Check operation of vane positioner and recalibrate as necessary.
4. Check operation of crankcase heaters.
5. Inspect all piping, coils valves, fittings, and compressors for refrigerant or oil leaks.
6. Inspect all control components and wiring for proper operation and replace/recalibrate as required. Update software with new downloads as they become available from the manufacturer. All software upgrades are to be included in this contract. The contractor assumes all associated liabilities when updating software and making reports.
7. Inspect oil level and bring to proper level.
8. Draw oil sample from each compressor and transmit same to a third party lab for analysis. Analysis shall at a minimum determine presence/levels of acids, moisture, and wear metals. Provide a written report from the Lab of same and fully explain present test results against historical test data. If recommended, replace oil and oil filter prior to spring startup.

## FALL SHUTDOWN

At the conclusion of the cooling season, the contractor will perform the following services on each chiller:

1. Inspect all piping, coils valves, fittings, and compressors for refrigerant or oil leaks.
2. Inspect housings for paint chipping and corrosion. Repaint damaged areas with OEM paints.
3. Check motor windings with megohmmeter and record.
4. Inspect all control components and wiring for proper operation and replace/recalibrate as required. Update software with new downloads as they become available from the manufacturer. The work of all software upgrades are to be included in this contract . The contractor assumes all associated liabilities when updating software and making reports.
5. Customer to clean condenser tubes as directed by contractor.

## EQUIPMENT

MODEL NO.	TYPE	CAPACITY	SERVICE REQUIRED
YKHCGDH7-CY-F	Centrifugal	900 Tons	Total Maintenance
YKKDKSH9-VGS	Centrifugal	900 Tons	Total Maintenance

## ARTICLE V

Payment for the above services is to be made in quarterly installments in arrears, and upon receipt of Service Reports and Invoice. The yearly cost for the above services shall be:

For the Period

Jan. 1, 2016 – Dec. 31, 2016      \$ 8975.00

Jan. 1, 2017 – Dec. 31, 2017      \$ 8975.00

**Any work required beyond the scope of the above specifications requires a quote submitted to County Representative for approval and charged at the rates listed.**

Regular Hourly Rate 95.00  
Overtime Rate 140.00  
Holiday Rate 140.00  
Travel 50.00

**Emergency / Service calls are to be covered under the contract and shall have a two hour response time.**

**County of Erie**  
DIVISION OF PURCHASE  
**INSTRUCTIONS TO BIDDERS (FORMAL)**

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE 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 in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.

3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. THE COUNTY 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, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.

6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.

7. 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.

8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.

9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.

10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.

11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. 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.

12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

13. 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 of regulatory body which may apply to its performance under this contract.

## County of Erie

### DIVISION OF PURCHASE

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement 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 County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement 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 this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT which is part of 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 County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. ANY ADDITIONAL INFORMATION for 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.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

## County of Erie

### DIVISION OF PURCHASE

23. 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 of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE 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.

25. 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.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's 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 County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. 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 County 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.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract 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 had, 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.

29. TERMINATION OF CONTRACT:

a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 04/09)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

# County of Erie

DIVISION OF PURCHASE

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

FIRM NAME O'CONNOR MECHANICAL CORP.

ADDRESS OF PRINCIPAL OFFICE STREET 203 FISHER RD

CITY LACKAWANNA

AREA CODE 716 PHONE 824-2100 STATE N.Y. ZIP 14218

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:

CHARLES D. O'CONNOR 203 FISHER RD. LACKAWANNA, N.Y. 14218

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## ASSIGNMENT OF PUBLIC CONTRACTS

### GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395



**COUNTY OF ERIE**  
**MARK C. POLONCARZ**  
**COUNTY EXECUTIVE**  
**DIVISION OF PURCHASE**

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001  
 AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001  
 ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004  
 ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004  
 ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004  
 AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226  
 AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221  
 AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221  
 ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006  
 AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052  
 BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219  
 BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892  
 BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127  
 BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025  
 BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027  
 BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202  
 BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202  
 BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378  
 CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225  
 CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386  
 CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295  
 CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227  
 CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083  
 CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031  
 CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225  
 CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033  
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035  
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187  
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043  
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043  
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052  
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057  
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233  
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223  
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059  
 ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227  
 EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006  
 FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061  
 FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227  
 GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070  
 GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072  
 GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072  
 HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075  
 HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075  
 HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080  
 HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080  
 HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075  
 IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059  
 KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223  
 KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223  
 KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217  
 LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218  
 LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085  
 LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086  
 LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086  
 MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102  
 NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001  
 NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205  
 NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111  
 NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111  
 ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127  
 ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127  
 ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127  
 SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134  
 SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150  
 SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212  
 SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226  
 SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227  
 SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139  
 SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140  
 SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141  
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228  
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150  
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150  
 TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815  
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217  
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225  
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223  
 WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211  
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169  
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098  
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224  
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224  
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224  
 WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051  
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557  
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569

**Erie County Equal Pay Certification**

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.



Signature

**Verification**

STATE OF New York

COUNTY OF Erie ) SS:

A)

Charles Dean O'Connor, being duly sworn, states he or she is the owner of (or a partner in) O'Connor Mechanical Corp, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

CHARLES DEAN O'CONNOR, being duly sworn, states that he or she is the Name of Corporate Officer PRESIDENT, of O'CONNOR MECHANICAL CORP, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this 17<sup>th</sup>

Day of May, 2016 Leigh A Macadlo

LEIGH A MACADLO  
Notary Public - State of New York  
No. 01-MA6224162  
Qualified In Erie County  
My Commission Exp. June 28, 2018

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED, REGARDLESS OF THE BID AMOUNT.

BID NO.: B216032-002  
BID DATE: 5/17/16

### ERIE COUNTY MINORITY/ WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT - PART A

COMPANY: O. CONNOR MECHANICAL CORP  
AUTHORIZED REPRESENTATIVE: CHARLES D. O. CONNOR  
ADDRESS: 203 FISHAL RD JACKAWANNA, N.Y. 14218  
TELEPHONE NUMBER: (716) 824-2100  
BID NAME: MAINTENANCE OF YORK CHIMNEYS

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

- 1. PHONE
- 2. EMAIL
- 3. FAX
- 4.
- 5.
- 6.

II. List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary.)

MBEWBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
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Name: <u>US VETERANS CONSTRUCTION &amp; MANAGEMENT CORP</u>	YES	_____			
Address: <u>1039 NIAGARA ST</u>	NO	_____			
<u>BUFFALO, N.Y. 14213</u>					
Telephone No. <u>716-893-3037</u>					
IRS # <u>16-1563564</u>					

Name: _____	YES	_____			
Address: _____	NO	_____			
_____					
Telephone No. _____					
IRS # _____					

Name: \_\_\_\_\_

YES \_\_\_\_\_

Address: \_\_\_\_\_

NO \_\_\_\_\_

Telephone No. \_\_\_\_\_

IRS # \_\_\_\_\_

Name: \_\_\_\_\_

YES \_\_\_\_\_

Address: \_\_\_\_\_

NO \_\_\_\_\_

Telephone No. \_\_\_\_\_

IRS # \_\_\_\_\_

Name: \_\_\_\_\_

YES \_\_\_\_\_

Address: \_\_\_\_\_

NO \_\_\_\_\_

Telephone No. \_\_\_\_\_

IRS # \_\_\_\_\_

III. Total Dollar Amount to be subcontracted to  
 Minority Business Enterprise(s).  
 Women Business Enterprise(s).

\$ 1,500.00  
 \$

IV. Total Amount of Bid

\$ 17,950.00

V. MBE Percent (%) of project bid  
 WBE Percent (%) of project bid

% 8%  
 %

VI. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE  
 AND DOCUMENTS, INCLUDING RETURN RECEIPTS.



5/17/16

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

MBE/WBE UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

(To be completed by the prime vendor and submitted to the Erie County Division of E.E.O. when contract is complete)

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

VENDOR: O'CONNOR MECHANICAL CORP. BID NO. B216032-002

US VETERANS CONSTRUCTION AND MANAGEMENT CORP.

MBE

TOTAL AMOUNT EXPENDED

WBE

TOTAL OF ALL MBE SUBCONTRACTS \$ \_\_\_\_\_

TOTAL OF ALL WOMEN SUBCONTRACTS \$ \_\_\_\_\_

AMOUNT OF CONTRACT (PRIME) \$ \_\_\_\_\_

FINAL MBE PERCENTAGE \$ \_\_\_\_\_

FINAL WBE PERCENTAGE \$ \_\_\_\_\_

I \_\_\_\_\_, as an official representative of \_\_\_\_\_, do hereby certify that the information listed above is correct and complete.

SIGNATURE

TITLE

DATE

MAIL TO: Erie County Division of E.E.O.  
95 Franklin Street  
6<sup>th</sup> Floor  
Buffalo, NY 14202

WAIVER RECOMMENDATION

COMPANY: O. CONNOR MECHANICAL CORP.

ADDRESS: 203 FISHER RD. HACKENSACK, N.Y. 14218

TELEPHONE NUMBER: ( 716 ) 824-2100 BID NO.: B216032-002

- 1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises bids could be solicited; and
- 2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs and/or 2% WBEs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority/women's business enterprises in the market area of this bid.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_

(Use additional sheets if necessary.)

If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

4/14/16  
DATE

  
SIGNATURE OF AUTHORIZED  
COMPANY REPRESENTATIVE

Granted in Whole: \_\_\_\_\_

Granted in Part: \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_

DIRECTOR OF E.E.O.

DATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2015

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 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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: <b>CLIENT CONTACT CENTER</b>	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: <b>CLIENTCONTACTCENTER@FEDINS.COM</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
INSURED	382-335-8	INSURER B:
O'CONNOR MECHANICAL CORP		
203 FISHER RD		
LACKAWANNA, NY 14218		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 91 REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			0902715	11/08/2015	11/08/2016	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	EXCLUDED	
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY						PERSONAL & ADV INJURY	\$1,000,000	
<input checked="" type="checkbox"/> XCU COVERAGE	GENERAL AGGREGATE			\$2,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC									
A	AUTOMOBILE LIABILITY			0902715	11/08/2015	11/08/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	Y	N				BODILY INJURY (Per person)		
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	N	0902716	11/08/2015	11/08/2016	EACH OCCURRENCE	\$5,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input checked="" type="checkbox"/> CLAIMS-MADE	AGGREGATE	\$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT		
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N / A					E.L. DISEASE - EA EMPLOYEE		
							E.L. DISEASE - POLICY LIMIT		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
SEE ATTACHED PAGE

<b>CERTIFICATE HOLDER</b> 382-335-8 COUNTY OF ERIE 95 FRANKLIN ST BUFFALO, NY 14202-3925	<b>CANCELLATION</b> 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 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED O'CONNOR MECHANICAL CORP 203 FISHER RD LACKAWANNA, NY 14218	
POLICY NUMBER SEE CERTIFICATE # 91.0			
CARRIER SEE CERTIFICATE # 91.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 91.0	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

BID NO 215313-002

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSORS OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.

INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE. INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 45 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE-HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSORS OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services

GL

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

  1. Required by the contract or agreement you have entered into with the additional insured, or
  2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

POLICY NUMBER: 0902715

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
COUNTY OF ERIE 95 FRANKLIN ST BUFFALO NY 14202	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO O'CONNOR MECHANICAL CORP WORKING ON BID #215313-002 CONDENSATE VACUUM PUMP 95 FRANKLIN ST, BUFFALO NY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

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

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

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

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

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

O'CONNOR MECHANICAL CORP  
203 FISHER RD  
LACKAWANNA NY 14218



# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100  
Phone (888) 997-3863

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^ 208434161  
KEEVILY, SPERO-WHITELAW INC.  
500 MAMARONECK AVENUE  
HARRISON NY 10528

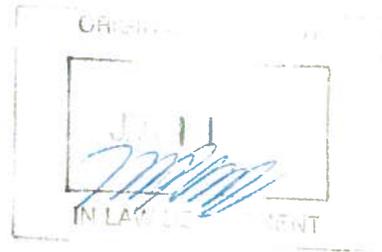
<b>POLICYHOLDER</b> O'CONNOR MECHANICAL CORP. T/A DAVIS FIRE PROTECTION 203 FISHER RD LACKAWANNA NY 14218		<b>CERTIFICATE HOLDER</b> COUNTY OF ERIE 95 FRANKLIN STREET BUFFALO NY 14202	
<b>POLICY NUMBER</b> G2070 690-9	<b>CERTIFICATE NUMBER</b> 301226	<b>PERIOD COVERED BY THIS CERTIFICATE</b> 05/01/2014 TO 05/01/2016	<b>DATE</b> 12/23/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2070 690-9 UNTIL 05/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 05/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 30 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.



NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 588848749



CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

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

1a. Legal Name and Address of Insured (Use street address only)
O'CONNOR MECHANICAL CORP DBA DAVIS FIRE PROTECTION

203 FISHER ROAD
BUFFALO, NY 14218

1b. Business Telephone Number of Insured

716-824-2100

1c. NYS Unemployment Insurance Employer Registration Number of Insured

1d. Federal Employer Identification Number of Insured or Social Security Number

208434161

2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder)

Ere County Department of Public Works

95 Franklin St

Room 1417

Buffalo, NY 14202

ORIGINAL

Handwritten signature in blue ink

3a. Name of Insurance Carrier

ShelterPoint Life Insurance Company

3b. Policy Number of Entity listed in box "1a":

DBL272602

3c. Policy effective period:

03/21/2015

to

03/20/2017

4. Policy covers:

- a. [X] All of the employer's employees eligible under the New York Disability Benefits Law
b. [ ] Only the following class or classes of the 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 Benefits insurance coverage as described above.

Date Signed 12/28/2015

By

Handwritten signature

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100

Title

Chief Executive Officer

IMPORTANT: If box "4a" is 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" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

State of New York Worker's Compensation Board

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of NYS Worker's Compensation Board Employee)

Telephone Number

Title

Please Note: Only insurance carriers licensed to write NYS Disability 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 benefits under the New York State Disability 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".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?  YES  NO

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 Benefits contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon the cancellation of the disability 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 Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY 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 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 for all employees has been secured as provided by this article.

NEW YORK STATE PREVAILING WAGE

\*On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website <https://www.labor.state.ny.us/formsdocs/wp/pw12.pdf>.

This project's PRC# 2016002068.

Records are to be submitted as directed in your award letter.

Failure to submit the legally required records will result in delayed payments.