



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

August 8, 2018

To: Terrence D. McCracken, Secretary to the Authority
From: Leonard F. Kowalski, Senior Distribution Engineer *LFK*
Subject: Contract MP-080
Capital Improvement Program for Ball Pump Station
ECWA Project No. 2018000137

The following material is attached:

- Blue Authorization Form for Risk Manager and Legal Department approval. The Blue Authorization Form is requesting Board Authorization to execute the attached Professional Service Contract.
- Professional Service Contract for the above referenced project.

The Richard F. Ball Pumping Station and Ground Storage Tanks are located along Sweet Home Road adjacent to the SUNY at Buffalo North Campus in the Town of Amherst, New York and were built in the mid 1970's. The site is between 6 and 7 acres and contains the pump station, two ground storage tanks, associated yard piping and electrical substation. The Van de Water Treatment Plant in the Town of Tonawanda pumps finished water to the two storage tanks at the pump station. The tanks supply water to the five pumps in the pump station which range in size from 700 hp to 1,500 hp. Two pumps are typically used on a daily basis to supply water to the nearby and outlying areas of the Water Authority system. The larger capacity pumps are typically used during periods of high system demand and will sometimes sit idle for several years. The pump station has space available to add three additional pumps.

This contract consists of the preparation of a multi-year capital improvements program for the Ball Pump Station.

LFK:jmf
Attachments
cc: R.Stoll
CONT-MP-080-1801-011

PROFESSIONAL SERVICES CONTRACT

AGREEMENT made this _____ day of _____, 20____, by and between:

ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the "Authority", and

ARCADIS
Key Center at Fountain Plaza
50 Fountain Plaza, Suite 600
Buffalo, New York 14202

hereinafter referred to as "Consultant".

WHEREAS, the Authority desires to contract with the Consultant to render professional services upon the terms and for the consideration hereinafter stated;

WHEREAS, the Consultant represents that it is properly qualified to render such services; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which the said professional services will be furnished;

NOW, THEREFORE, in consideration of mutual promises herein set forth, the parties agree as follows:

1. **QUALIFICATION OF CONSULTANT:**

The Consultant shall perform its services under this agreement in a skillful and competent manner in accordance with the prevailing standards of the consulting profession. The Consultant will be responsible to the Authority for errors or omissions in the performance of its services and failure to perform thereof.

2. SCOPE OF SERVICES:

A. ENGINEERING SERVICES

The Richard F. Ball Pumping Station and Ground Storage Tanks are located along Sweet Home Road adjacent to the SUNY at Buffalo North Campus in the Town of Amherst, New York and were built in the mid 1970's. The site is between 6 and 7 acres and contains the pump station, two ground storage tanks, associated yard piping and electrical substation. The Van de Water Treatment Plant in the Town of Tonawanda pumps finished water to the two storage tanks at the pump station. The tanks supply water to the five pumps in the pump station which range in size from 700 hp to 1,500 hp. Two pumps are typically used on a daily basis to supply water to the nearby and outlying areas of the Water Authority system. The larger capacity pumps are typically used during periods of high system demand and will sometimes sit idle for several years. The pump station has space available to add three additional pumps.

This contract consists of the preparation of a multi-year capital improvements program for the Ball Pump Station. Specific engineering services include the following:

1. Assemble and review appropriate data contained in available pre-design studies, design reports, contract drawings, and specifications for the Ball Pump Station. Prepare a listing of key design criteria for each major unit of operation at the facility.
2. Review maintenance records and/or interview key Authority operational and engineering staff in order to identify pump station components with a history of operational and/or maintenance issues, and other operating deficiencies.
3. Conduct two (2) scheduled "walk-through" inspections to complete a visual assessment of pump station equipment and other components.
4. Evaluate existing hydraulic capacity of the pump station and provide options for removal of infrequently used large capacity pumps and the addition of smaller capacity pumps to provide additional redundancy.
5. Evaluate HVAC equipment, electrical, structural, and architectural building components in order to identify long term repair/replacement needs.
6. Evaluate process/yard piping and other pumping equipment/facilities in order to identify long term repair/replacement needs.
7. Identify control deficiencies and recommend instrumentation and monitoring improvements to be implemented at the pump station. The process monitoring concepts will, in general, be consistent with the Authority's current SCADA system plans.
8. Interim Report: Prepare a summary of existing conditions and a comprehensive needs assessment for the pump station based upon the preceding tasks. Meet with Authority staff to review and prioritize each deficiency and to discuss conceptual alternatives for repair/rehabilitation.
9. Identify rehabilitation/replacement needs for all items listed above and develop a conceptual approach for addressing each improvement. Develop cost estimates

- for repair/rehabilitation strategies which address needs and priorities outlined in the Interim Report (Task 8).
10. Prepare a draft report summarizing the data collection activities, needs assessment, repair/rehabilitation strategies/prioritization, and preliminary cost estimates.
 11. Attend two (2) meetings with Authority staff to discuss the draft report and alternative repair/replacement approaches for key pump station components. Review the improvements to obtain Authority staff input on equipment types, manufacturers, etc.
 12. Assemble and recommend a 15-year capital improvements program phased for continued upkeep of the pump station. The multi-year strategy will identify phased improvements in one-year increments for the first five years and five-year increments thereafter. Incorporate the multi-year strategy into the draft report prepared in Task 10.
 13. Attend one (1) meeting with Authority staff to discuss and finalize the multi-year capital improvements program strategy

B. SPECIAL SERVICES

The Authority may require the Consultant to provide or arrange for and assist in obtaining one or more of the following special services in carrying out the project. Because it is not possible to determine in advance the need for or the cost of such services, these are included as separate elements of cost which shall be separately negotiated. These services include:

1. Soils Investigations – including test borings and related analysis.
2. Detailed mill, shop and/or laboratory inspection of materials and equipment.
3. Land surveys, maps, plates, descriptions and title investigations which may be required to acquire lands, easements, and rights-of-way.
4. Additional copies of reports, contract drawings and documents.
5. Extra travel and subsistence for the Consultant and his staff beyond that normally required under ordinary circumstances, when authorized by the Authority.
6. Assistance to the Authority serving as an expert witness in litigation arising from project development or construction.
7. New York State SEQR (Type 1 and Unlisted Actions).
8. Air, water, soil, and/or hazardous material sampling testing, and/or analysis.
9. Preparation of grant applications or funding requests.
10. Asset Management including incorporation of O&M Manuals, specifications, equipment data, and operating procedures into a 3-D BIM model.
11. Arc Flash, short circuit, and coordination studies and/or field data collection.
12. Wetlands investigations, delineation, and mitigation.
13. Development, calibration, and reporting of computational fluid dynamic (CFD) or physical model(s) to further evaluate hydraulics of the pump station.
14. Field investigations and testing to evaluate piping condition to support pipe inventory, budgetary/construction phasing and/or provide additional information to fill-in data gaps in existing Authority documentation.

4. **SUBCONTRACT AND ASSIGNMENT:** The Consultant may not subcontract or delegate any of the work, services, and/or other obligations of the Consultant without the express written consent of the Authority. The Authority and the Consultant bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Consultant shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.
5. **AMENDMENTS:** No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.
6. **RIGHT TO TERMINATE:** The Authority reserves the right to terminate the Consultant's services at any time, without cause, based on seven (7) days written notice. Consultant shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.
7. **INDEMNIFICATION:** The Consultant shall indemnify the Authority against any and all claims arising from the services performed by the Consultant herein and shall defend and hold harmless the Authority from and against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees based upon or arising out of damage to property or injury to persons or other tortuous' conduct caused or contributed to it by the Consultant or anyone under its direction or control or on its behalf in the course of its performance under this Agreement. The Consultant further agrees to indemnify, defend and hold harmless the Authority from any and all claims in reference to the services performed by the Consultant hereunder which may infringe on a patent, copyright, trade secret or other proprietary right of any third party.
8. **CONFIDENTIAL INFORMATION:** In order to assist the Consultant in the performance of this Agreement, the Authority may provide the Consultant with confidential information including, but not limited to information relative to the services to be performed. All information received by the Consultant in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, is considered confidential. The Consultant shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performing of services including but not limited to information relative to the services to be performed.

The Consultant shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Consultant shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the consultant's benefit or for the benefit of others shall be permitted.

In no event is the Consultant authorized to disclose confidential information without the prior written approval of the Authority. The terms of this paragraph shall be binding during and subsequent to the termination of this agreement.

9. **INSURANCE:** The Consultant shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting there from in the amounts indicated on Exhibit A. The Consultant shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services. The Consultant shall provide Certificates of Insurance certifying the coverage required by this provision.
10. **COPYRIGHTS, TRADEMARKS, AND LICENSING:** All materials produced under this Agreement, whether produced by the Consultant alone or with others, and whether or not produced during regular working hours, shall be considered work made for hire and the property of the Authority. The Consultant shall, during and subsequent to the terms of this Agreement, assign to the Authority, without further consideration, all right, title and interest in all material produced under this Agreement. All material produced under this Agreement shall be and remain the property of the Authority whether or not registered.

In performing work under this agreement, the Consultant may be granted access to the Authority's GIS data, documents, and other information. The Consultant understands and agrees that the use of such data, documentation and information shall be treated as confidential information and the Consultant shall abide by the terms and conditions of any confidentiality and copyright leasing agreements (attached as Exhibit B).

11. **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 Consultant 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.
12. **CONFLICTS OF INTEREST:** The Consultant 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 Consultant from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Consultant 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 further liability of the Consultant, except to pay for services actually rendered.

13. **ADDITIONAL CONDITIONS:** The Consultant and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.
14. **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 agreement hereafter 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 thereby.
15. **INDEPENDENT STATUS:** Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant a 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 Consultant shall remain an independent contractor responsible for its own actions. The Consultant is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

The Consultant is free to choose the aggregate number of hours worked and substantially all of the scheduling of such hours as it shall see fit at its discretion within the limitations set forth hereinbefore in Paragraph 2.

Neither the Consultant nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.

In providing the services under this Agreement, the Consultant represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Consultant agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Consultant further represents and warrants that any income accruing to the Consultant and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

16. **COMPLIANCE:** The Consultant agrees that the Agreement herein shall be in compliance with and governed by the provisions of Section 2875, 2876 and 2878 of the Public Authorities Law of the State of New York. The Consultant further affirms under the penalties of perjury that there was no collusion in the proposal submitted herein to AUTHORITY which forms the basis of the within Agreement.
17. **GRATUITIES:** The Consultant prohibits its employees from using their positions for personal financial gain, or from accepting any personal advantage from anyone under

circumstance which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Consultant 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.

18. **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.
19. **SEVERABILITY:** If any provision of this agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this agreement shall not be affected thereafter.
20. **TERMINATION:** The Authority reserves the right to terminate this contract in the event it is found that the Certification filed by the Consultant 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 Consultant in accordance with the written notification terms of this contract.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chairman

ARCADIS OF NEW YORK, INC.

By _____
Mark R. Lenz, P.E., Vice President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 20____, 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 Chairman 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

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 20____, before me personally came Mark R. Lenz, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, 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

EXHIBIT A
INSURANCE REQUIREMENTS
ERIE COUNTY WATER AUTHORITY



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/03/2018

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Co</td> <td>37885</td> </tr> <tr> <td>INSURER C: XL Insurance America Inc</td> <td>24554</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Greenwich Insurance Company	22322	INSURER B: XL Specialty Insurance Co	37885	INSURER C: XL Insurance America Inc	24554	INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Arcadis of New York, Inc. One Lincoln Center 110 West Fayette St., Suite 300 Syracuse NY 13202 USA															

COVERAGES **CERTIFICATE NUMBER: 570072600466** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GEC001076116 General Liability SIR applies per policy terms & conditions 11095 22322 Au XV	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AEC001075816 Auto (AOS) 00779 37885 Au XV	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		UEC001075916 00779 37885 Au XV	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	RWD943516312 AOS RWR943516712 AK, WI	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
APPROVED - 08/07/2018 TA						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project Number: 201800137 - MP-080 - Professional Engineering Services, Engineering Services for Capital Improvement Program for Ball Pump Station, ECWA Project Number: 201800030, PROPOSAL - Guenther Pump Station Rehabilitation & Ball Pump Station Study. Erie County Water Authority is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Erie County Water Authority in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies. Contractual Liability for Insured Contracts is included,

CERTIFICATE HOLDER Erie County Water Authority Attn: Mr. Anthony Alessi 295 Main Street, Room 350 Buffalo NY 14203-2494 USA	CANCELLATION 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 <i>Aon Risk Services South Inc</i>
--	--

Holder Identifier : FGH

Certificate No : 570072600466





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Arcadis of New York, Inc.	
POLICY NUMBER See Certificate Number: 570072600466			
CARRIER See Certificate Number: 570072600466	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

subject to the policy terms, conditions and exclusions.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 01-01-2018 forms a part of
 Policy No. RWD9435163-12 issued to Arcadis U.S., Inc.
 by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
When required in a written agreement, per the most current schedule maintained by Aon Risk Services South, Inc. for Arcadis U.S., Inc., CallisonRTKL, Inc. and their subsidiaries furnished to XL Catlin 45 days prior to the effective date of cancellation.	On File	30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

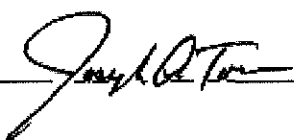
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2018
 Insured Arcadis U.S., Inc.

Policy No. RWD9435163-12

Endorsement No.
 Premium Included

Insurance Company
 XL Insurance America, Inc.

Countersigned by  _____

ENDORSEMENT #TBD

This endorsement, effective 12:01 a.m., January 1, 2018 forms a part of Policy No. UEC001075916 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

Advanced written notice will be mailed or delivered to person(s) or entity(ies) shown in the Schedule below at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY	AS PER SCHEDULE ON FILE WITH THE COMPANY	30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #030

This endorsement, effective 12:01 a.m., January 1, 2018 forms a part of Policy No. AEC001075816 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

Advanced written notice will be mailed or delivered to person(s) or entity(ies) shown in the Schedule below at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason

Schedule	
Name of Person(s) or Entity(ies)	Mailing Address:
AS PER SCHEDULE ON FILE WITH COMPANY	AS PER SCHEDULE ON FILE WITH COMPANY

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #028

This endorsement, effective 12:01 a.m., January 1, 2018 forms a part of Policy No. GEC001076116 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY	AS PER SCHEDULE ON FILE WITH COMPANY	30

All other terms and conditions of the Policy remain unchanged.

Greenwich Insurance Company

A.M. Best #: 011095 NAIC #: 22322 FEIN #: 951479095

Administrative Office

Seaview House 70 Seaview
Avenue
Stamford, CT 06902
United States

[View Additional Address
Information](#)

Web: www.xlcatlin.com

Phone: 203-964-5200

Fax: 203-964-3444



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 046310 - XL Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A u (Excellent)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Implication: Developing
Action: Under Review
Effective Date: March 06, 2018
Initial Rating Date: June 30, 1991

Long-Term Issuer Credit Rating View Definition

Long-Term: a+ u
Implication: Developing
Action: Under Review

XL Specialty Insurance Company

A.M. Best #: 000779 NAIC #: 37885 FEIN #: 850277191

Administrative Office

Seaview House 70 Seaview
Avenue
Stamford, CT 06902
United States

[View Additional Address
Information](#)

Web: www.xlcatlin.com

Phone: 203-964-5200

Fax: 203-964-3444



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 046310 - XL Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A u (Excellent)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Implication: Developing
Action: Under Review
Effective Date: March 06, 2018
Initial Rating Date: June 30, 1989

Long-Term Issuer Credit Rating View Definition

Long-Term: a+ u
Implication: Developing
Action: Under Review

XL Insurance America, Inc.

A.M. Best #: 002423 NAIC #: 24554 FEIN #: 756017952

Administrative Office

70 Seaview Avenue
Stamford, CT 06902
United States

[View Additional Address Information](#)

Web: www.xlcatlin.com

Phone: 203-964-5200

Fax: 203-964-3444



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 046310 - XL Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A u (Excellent)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Implication: Developing
Action: Under Review
Effective Date: March 06, 2018
Initial Rating Date: June 30, 1950

Long-Term Issuer Credit Rating View Definition

Long-Term: a+ u
Implication: Developing
Action: Under Review



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/03/2018

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

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Arcadis of New York, Inc. One Lincoln Center 110 West Fayette St., Suite 300 Syracuse NY 13202 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Steadfast Insurance Company		26387
	INSURER B: Lexington Insurance Company		19437
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570072600541 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Env Contr Poll 03557 26387 A+ XV			EOC929693804 Professional & Pollution SIR applies per policy terms & conditions	06/01/2018	06/01/2019	Each Claim \$1,000,000 Annual Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project Number: 201800137 - MP-080 - Professional Engineering Services, Engineering Services for Capital Improvement Program for Ball Pump Station, ECWA Project Number: 201800030, PROPOSAL - Gunther Pump Station Rehabilitation & Ball Pump Station Study. Erie County Water Authority is added as additional insured on the Pollution Liability policy as respects Liability arising out of activities by, or on behalf of the named insured. For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

APPROVED 08/07/2018 - TA

CERTIFICATE HOLDER

CANCELLATION

Erie County Water Authority Attn: Mr. Anthony Alessi 295 Main Street, Room 350 Buffalo NY 14203-2494 USA	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

Holder Identifier :

Certificate No : 570072600541



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Arcadis of New York, Inc.	
POLICY NUMBER See Certificate Number: 570072600541			
CARRIER See Certificate Number: 570072600541	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	OTHER						
	<input checked="" type="checkbox"/> Claims-Made						
	<input checked="" type="checkbox"/> Professional Liabil						
	<input checked="" type="checkbox"/> and Contractors						
	<input checked="" type="checkbox"/> Pollution Liability						

Steadfast Insurance Company

A.M. Best #: 003557 NAIC #: 26387 FEIN #: 520981481

Administrative Office

1299 Zurich Way
Schaumburg, IL 60196-1056
United States

[View Additional Address Information](#)

Web: www.zurichna.com

Phone: 800-987-3373

Fax: 877-962-2567



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 050457 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A+ (Superior)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: December 08, 2017
Initial Rating Date: June 30, 1974

Long-Term Issuer Credit Rating View Definition

Long-Term: aa-
Outlook: Stable
Action: Affirmed



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only) Arcadis of New York, Inc. 110 W. Fayette Street, Suite 300 Syracuse, NY 13202</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 720-344-3803</p> <p>1c NYS Unemployment Insurance Employer Registration Number of Insured 37-21861</p> <p>1d Federal Employer Identification Number of Insured or Social Security Number 16-1448024</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Erie County Water Authority Attn: Anthony Alessi 295 Main Street, Room 350 Buffalo, NY 14203</p>	<p>3a Name of Insurance Carrier XL Insurance America, Inc.</p> <p>3b Policy Number of Entity Listed in Box "1a" RWD943516312</p> <p>3c Policy effective period 01-01-2018 to 01-01-2019</p> <p>3d The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

02423

24554

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APPROVED 08/07/2018 - TA

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.**

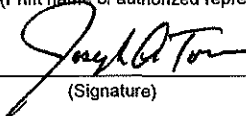
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' 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: Joseph Tocco
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  8/3/2018
(Signature) (Date)

Title: Chief Executive Officer

Telephone Number of authorized representative or licensed agent of insurance carrier: 213 239 8192

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

Workers' Compensation Law

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

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

XL Insurance America, Inc.

A.M. Best #: 002423 NAIC #: 24554 FEIN #: 756017952

Administrative Office

70 Seaview Avenue
 Stamford, CT 06902
 United States

[View Additional Address Information](#)

Web: www.xlcatlin.com

Phone: 203-964-5200

Fax: 203-964-3444



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 046310 - XL Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A u (Excellent)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Implication: Developing
Action: Under Review
Effective Date: March 06, 2018
Initial Rating Date: June 30, 1950

Long-Term Issuer Credit Rating View Definition

Long-Term: a+ u
Implication: Developing
Action: Under Review



CERTIFICATE OF INSURANCE COVERAGE under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only)
Arcadis US, Inc.
110 W Fayette St Suite 300
Syracuse, NY 13202
1b. Business Telephone Number of Insured
1c. Federal Employer Identification Number of Insured or Social Security Number
16-1448024
2. Name and Address of Entity Requesting Proof of Coverage
Erie County Water Authority
3a. Name of Insurance Carrier
CIGNA LIFE INSURANCE COMPANY OF NEW YORK
3b. Policy Number of Entity Listed in Box "1a"
NYD067857
3c. Policy effective period
1/1/2018 to 1/1/2019

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.

Amy K. Guinan

Date Signed December 26, 2017 By (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-866-761-4236 Name and Title Underwriting Director

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

APPROVED 08/07/2018 - TA

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked) State of New York

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

Date Signed By (Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

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

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

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

Cigna Life Insurance Company of New York

A.M. Best #: 006538 NAIC #: 64548 FEIN #: 132556568

Administrative Office

Two Liberty Place 1601 Chestnut
Street, TL14A
Philadelphia, PA 19192-2362
United States

[View Additional Address Information](#)

Web: www.cigna.com
Phone: 215-761-1000



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 058703 - Cigna Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A u (Excellent)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Implication: Negative
Action: Under Review
Effective Date: March 13, 2018
Initial Rating Date: June 30, 1976

Long-Term Issuer Credit Rating View Definition

Long-Term: a u
Implication: Negative
Action: Under Review

Erie County Water Authority Insurance Requirements for Professional Services

Project Number: 201800137 - MP-080 - Professional Engineering Services

Description: Engineering Services for Capital Improvement Program for Ball Pump Station.

The following minimum insurance requirements shall apply to professional service providers under agreement with the Erie County Water Authority (ECWA). The professional service provider carries relevant insurance for the services covered. If at anytime, in the opinion of ECWA, there is an unusual or exceptional risk, ECWA may establish additional insurance requirements for the duration of the agreement. All insurance required herein shall be obtained at the sole cost and expense of the professional service provider, including deductibles and self-insured retentions. These requirements include but are not limited to the minimum insurance requirements.

An X indicates insurance coverage is required.

X **Commercial General Liability Insurance:** (including, but not limited to, Bodily (Personal) Injury, Premises Operations, Property Damage Liability (broad form), Contractual Liability, Advertising Injury, Independent Contractors, Product Liability, Completed Operations Liability and Explosion, Collapse and Underground Coverage) – in an amount not less than \$1,000,000 combined single limit and \$2,000,000 in the aggregate:

- X Per Policy
- ___ Per Project or Job
- ___ Per Location

There should be no exclusions for any claims filed, actual or alleged, for violation of any applicable statute including, but not limited to, the New York State or federal labor laws, ordinances, administrative orders, executive orders, rules, regulations, or decrees of any court of competent jurisdiction.

X **Commercial Business Automobile Insurance** in an amount of not less than \$1,000,000 each accident and shall cover liability arising out of any automobile owned, leased, hired, borrowed and non-owned automobiles. Additionally, if vehicles are used for transporting hazardous materials, the contractor shall obtain and maintain the “broadened” coverage (endorsement CA 99 48 10 01 or CA 99 48 12 93), as well as proof of MCS 90 04 00.

X Excess Umbrella Liability Insurance:

X \$1,000,000 in the aggregate

 \$2,000,000 in the aggregate

 \$3,000,000 in the aggregate

 \$4,000,000 in the aggregate

 \$5,000,000 in the aggregate

X Per Policy

 Per Project or Job

 Per Location

X Professional Liability Insurance: Per each occurrence and in the aggregate. Continuous coverage shall be maintained, or on an extended discovery period (“tail coverage”), for a period of not less than two years from the time the agreement has been completed in an amount of not less than:

X \$1,000,000 in the aggregate

 \$2,000,000 in the aggregate

 \$3,000,000 in the aggregate

 \$4,000,000 in the aggregate

 \$5,000,000 in the aggregate

X Per Policy

 Per Project or Job

 Per Location

X Workers' Compensation and Employers' Liability and New York State Disability Benefits Insurances, as required by New York State statute.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to ECWA 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 ECWA, 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.

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.

Acceptance of a Certificate of Insurance and/or approval by ECWA shall not be construed to relieve the professional service provider of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to AALESSI@ECWA.ORG, or mailed to Mr. Anthony Alessi, ECWA Claims 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 Mr. Alessi by e-mail or phone (716) 849-8477.

Please refer to the bid and the contract document(s) for additional information regarding insurance requirements.

EXHIBIT B

ERIE COUNTY WATER AUTHORITY CONFIDENTIALITY AND COPYRIGHT LICENSING AGREEMENT

LICENSE:

Upon execution of this Agreement, the Licensee acquires from the Licensor a license to use the aforementioned property of the Licensor for the purpose of completing the work under this Agreement.

The Licensor reserves the right to incorporate any Licensee-created data into the Licensor's database.

OWNERSHIP:

This License Agreement does not constitute a transfer of title or interest in the data. Any portion of the data that is modified or merged into another computer file or program by the Licensee, or is integrated with other programs or data to form derivative products, shall continue to be subject to the provisions of this License Agreement. The Licensor retains ownership of the data and all such portions.

CONFIDENTIALITY CLAUSE:

The Licensee agrees that all digital data and hard copy from the ECWA GIS Basemap Features provided to the Licensee are copyrighted by the Licensor, are protected by the copyright laws of the United States, and are furnished to the Licensee with all rights reserved. Therefore, the Licensee is hereby permitted to use the digital data and hard copies thereof only for the purposes allowed under this Agreement. The Licensee agrees not to otherwise copy, reproduce or use the digital data, hard copy, or the information contained therein for any other purpose whatsoever.

COPYRIGHT NOTICE:

The copyright notice included in each of the files is not only to be retained in those files but is also to be included in any copies made of those files. No part of the files may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photographing and recording, or by any information storage or retrieval system, except as expressly permitted in writing by the Erie County Water Authority.

Upon notification by the Licensor of any changes in copyright requirements, the Licensee will make said changes to all subsequent maps or reports, as required.

LIMITATION OF LIABILITY:

ECWA GIS Basemap Features are compiled to National Map Accuracy Standards for 1"=100' scale mapping by Woolpert, Dayton, Ohio, using Stereo photogrammetric methods from aerial photography dated April, May, and/or November, 1990. The control grid is based on New York State Plane Coordinates and North American Datum 1983. The parcels are from Erie County Tax Maps which were available in the County Finance office in June of 1993.

The Licensor makes no claims as to the accuracy of the ECWA GIS Basemap Features and assumes no responsibility for their positional or content accuracy. The Licensor makes no claims as to the ability of the ECWA GIS Basemap Features to fulfill Licensee application requirements.

In providing data, the Licensor assumes no obligation to assist the Licensee in the use of the data, or in the development, use, or maintenance of any applications applied to the data.

Licensee recognizes and agrees that the Licensor makes NO REPRESENTATIONS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE DATA OR INFORMATION FURNISHED.

TERMINATION:

The License to use data terminates upon completion of the work under this Agreement.

LIQUIDATION OF DAMAGES FOR BREACH OF AGREEMENT:

The parties agree that if Licensee breaches the Agreement and uses or discloses any of the copyrighted information in any way other than that allowed, during or subsequent to the terms of this Agreement for any purpose whatsoever, the damages of the Licensor shall be deemed liquidated at three times the amount of the total Agreement price.

In addition to treble damages for breach of Agreement, Licensee will additionally forfeit the license acquired to use aforementioned copyrighted property of the Licensor.

SPECIFIC TERMS OF ACCEPTANCE:

This Agreement constitutes the entire agreement between the parties.