

ERIE COUNTY WATER AUTHORITY

Request for Proposal (RFP) for Microwave Radio Maintenance Services

ECWA Project No. 201900006



Erie County Water Authority
3030 Union Road
Buffalo NY 14227-1097

Contact:
Jeffrey C. Schlierf
Acting Manager of Data Processing

TABLE OF CONTENTS

1. Purpose.....	2
2. Background.....	2
3. Description of Services.....	2
4. Additional Information.....	6
5. Proposal Requirements.....	7
6. Evaluation and Selection.....	7
7. Terms and Conditions.....	8
8. Acceptance/Rejection.....	8

Attachments:

Required Forms A, B and C

Sample Contract Termination Provision

Proposer Certification

Insurance Requirements

The Request for Proposal (RFP) for Microwave Radio Maintenance Services is being conducted pursuant to the newly enacted legislation, New York State Finance Law Sections 139j and k and the Erie County Water Authority's Purchasing Guidelines, Policies and Procedures.

1. Purpose:

The Erie County Water Authority (Authority or ECWA) will accept proposals for microwave radio maintenance services for a contract period of two years with a possible 1-year extension.

The Authority reserves the right to modify or cancel this Request for Proposals and/or the scope of microwave radio maintenance services, to reject any or all proposals, and to waive any and all irregularities. This Request for Proposals does not obligate the Authority to award a contract for these services or to reimburse any costs associated with the preparation of any proposal.

2. Background:

The Authority owns and operates a multi-transceiver Aviat Eclipse Microwave radio system located at 3030 Union Road, Cheektowaga, and 295 Main Street (Ellicott Square Building), Buffalo. The microwave radio system forms a single link to connect the two (2) locations with a high speed Ethernet connection via multiple 11 GHz Transceivers. The Microwave System is used for voice and data communication between these two (2) locations.

3. Description of Services:

This service agreement is for the maintenance, repair, and adjustments which are required to maintain optimum overall system performance of the existing 11GHz microwave radio system including any firmware and software updates. This service agreement covers the microwave radios and related equipment located at the ECWA Service Center, 3030 Union Road, Cheektowaga, New York 14227, and the Ellicott Square Building, 295 Main Street, Buffalo, New York 14203. The 11 GHz link is used for data and voice transmissions between these locations. Radios are in a dual 2+0 Configuration. Six foot dual Polarized high performance antennas are used at each end.

3.1 Equipment to be Serviced:

The equipment to be serviced is presently installed and operating and consists of:

EQUIPMENT LIST		TOTAL	UNION RD	ELLCOTT SQ
DESCRIPTION		QTY	QTY	QTY
1.00	TRANSMISSION EQUIPMENT			
1.00	Eclipse products			
1.01	Eclipse IRU 600 2+0/2+0 11 GHz w/INUe	2	1.00	1.00
1.02	IRU600 Rfsection Assembled 2+0 1 Ant TxTxrrrx Main 3RU, High Power / High Power, 11Ghz	4	2.00	2.00
1.03	Ext Brkt Kit IRU600 2 Shelf	2	1.00	1.00
1.04	Wg Ext Kit 11Ghz 2Nd Shlf 2+0/Fd	2	1.00	1.00
1.05	RAC 60, 380Mbps, 56Mhz, 256QAM+DPP	8	4.00	4.00
1.06	Eclipse, intelligent Node Unit, 2RU Ext, incl. IDCe, Fan 2RU, NCCv2	2	1.00	1.00
1.07	DAC Ge3, Gigabit Ethernet Switch Card	4	2.00	2.00
1.08	Gigabit Ethernet Sfp, Optical 1000Base-Lx 10 Km, Plug-in Module (LS38-C3S-TC-N)	4	2.00	2.00
1.09	Sfp to Sfp Fiber Cable Assy, DAC Ge3, 1M	4	2.00	2.00
1.10	Auxiliary & Alarm I/O Option Card	2	1.00	1.00
1.11	Node Protection Card	2	1.00	1.00
1.12	Node SW License, 1.2 Gbps total Radio Payload Capacity	2	1.00	1.00

1.13	Layer 1 Link Aggregation On DAC Ge	EZF-01	4	2.00	2.00
3.00	ANTENNA SYSTEMS				
3.00	Antennas and Waveguides				
3.01	ANTENNA, 6' DUAL POL 11 GHZ WITH RADOME	DDP6P-3J107BSE	2	1.00	1.00
3.02	Elliptical Waveguide, 10.2-11.7 Ghz, Standard, Wr90, Per Foot	EW90	550	400.00	150.00
3.03	Cpr90 Connector, Fixed-Tuned	190SE	8	4.00	4.00
3.04	Hanger Kit (Kit of 10) 11Ghz	42396A-5	18	12.00	6.00
3.05	Hardware Kits	31769-1	18	12.00	6.00
3.06	Ground Bus	GBI1446J	1		1.00
3.07	Grounding Kit (24", 2 Hole, Lug Attached) 11, 13Ghz	241088-2	12	6.00	6.00
3.08	Ldf4.5 Hoisting Grip (29958)	AND-29958	4	2.00	2.00
3.09	Pressure Window 11Ghz	55001-90	4	2.00	2.00
3.10	Entrance Panel, Single	204673-1	1		1.00
3.11	Flex Waveguide Wr90, 8.2-12.4 Ghz, Cpr90G/Cpr90G, 36 in (F090CCS3, FT16-PVZ-021-021/M900)	FWG-103200-900	4	2.00	2.00
3.12	Thread Rod Support 12" (305MM) Long, Kit of 5	31771-4	5	3.00	2.00
3.13	Automatic Dehydrator, 2.0-5.0 Psig, 115/230 Vac, 50/60 Hz, 19" Rack Mount	MT050A-81015	1		1.00
4.00	ADDITIONAL EQUIPMENT				
4.01	48 V DC POWER SYSTEM fp2+24/150 2ac 2b2l gmt lvbd	272574/241115.105/236	2	1.00	1.00
4.02	BATTERY STRING	PRC1235	1		1.00
4.03	CONNECTORS/CABLES/HARDWARE	MISC	2	1.00	1.00

3.2 System Verification:

Site visits for the Contractor to verify the equipment included in the system will be arranged as requested. By submitting a proposal the Contractor is verifying that he understands the existing system.

3.3 Place of Service:

All equipment is located at 3030 Union Road, Cheektowaga, New York 14227 and Ellicott Square Building, 295 Main Street, Buffalo, New York 14203. In case servicing requires removal of the equipment to the Contractor's shop, the Contractor shall be available, through the original equipment manufacturer, for availability of exchange assemblies to facilitate the repair of defective assemblies.

3.4 Standard of Service:

The Contractor will have a working knowledge of Aviat Eclipse products and shall service all equipment at a level that will provide reliable communications. Contractor to be Approved/Authorized to sell, support, and service Aviat Radio Equipment and must provide a letter attesting to this with the RFP. All service and adjustments shall restore the equipment to original manufacturer's operating levels as follows:

3.4.1 Standard Coverage:

Principal period of maintenance is seven (7) days per week, twenty-four (24) hours a day.

3.4.2 Response Time:

- a. Telephone response will be made by a service engineer within one (1) hour from the time the trouble is reported to determine the nature of the problem.
- b. Site response by a service engineer will be twenty-four (24) hours for minor (non-service interrupting) troubles and four (4) hours for major (service interrupting) troubles from the time the trouble is verified by an engineer via telephone.

3.4.3 Spare Part Support (Item 3 in Section 5, Proposal Requirements):

The Contractor will be responsible for all repair/replacement costs required to maintain the customer's spare inventory for the system, which consists of the following items:

	Part Number	Quantity
Rfu, Hp, IRU600, 11 Ghz Lb, 10700-11200 Mhz	ERH-111-001	1
Rfu, Hp, IRU600, 11 Ghz Hb, 11200-11700 Mhz	ERH-112-001	1
Auxiliary & Alarm I/O Option Card	EXA-001	1
Fan Card Mk2	EXF-002	1
INUe, 2RU Fan Card	EXF-101	1
Node Controller Card, Serial Mgmt, Version 2	EXN-002	1
DAC Ge, Gigabit Ethernet V2	EXD-180-002	1
RAC 60, 380Mbps, 56Mhz, 256QAM+DPP	EXR-660-001	1
Node Protection Card	EXS-001	1
DAC Ge3, Gigabit Ethernet Switch Card	EXD-181-001	1
Gigabit Ethernet Sfp, Optical 1000Base-Lx 10 Km, Plug-in MODULE (LS38-C3S-TC-N)	EXG-261-SFP-GE-O	1
Sfp to Sfp Fiber Cable Assy, DAC Ge3, 1M	037-579461-001	1
Rectifier Module, HE	241115.105	1

1. The Vendor must have adequate ability to test and support the wireless network and at a minimum must have the following test equipment:
 - a. Path Alignment Equipment, including:
 - i. XL Microwave, Model 2200 or equivalent
 - b. RF Test Equipment:
 - i. Hewlett Packard, counter/power meter, Model 5348A or equivalent
 - ii. Hewlett Packard, Hi power sensor, Model 8485A or equivalent
 - iii. Hewlett Packard, Low power sensor, Model 8485D or equivalent

- iv. Hewlett Packard, 70 db step attenuator, Model 8495B #1 or equivalent
- v. Hewlett Packard, 11 db step attenuator, Model 8494B #1 or equivalent
- vi. Anritsu 3-20 g Sweep analyzer, Model S820D or equivalent
- vii. IFR, RF Analyzer, Model 1200S or equivalent
- c. Packet (Traffic Generator) testing equipment for the monitoring of Ethernet Traffic Throughput including:
 - i. Gigabit Ethernet Traffic: Sunrise Telecom Model SSMTT-EPL with proper modules and interfaces or equivalent to monitor Gigabit Ethernet traffic
 - ii. Ixia 400 Traffic Generator (or equivalent) Performance Monitor with 10/100 Ethernet modules
- d. Bit Error Rate Testing equipment i. Digital Lightwave, Model ASA-PKG-OC12 for DS1/DS3, OC3 testing or equivalent

3.4.4 Planned Maintenance:

The Contractor will perform two (2) complete system checkups per year. The Contractor must supply an appropriate checklist which must be approved by the Erie County Water Authority for each checkup.

Miscellaneous additional work will only be performed upon approval from the Erie County Water Authority. A proposal indicating Scope of Work and Estimated Cost will be required and prior approval from the Erie County Water Authority is required.

3.4.5 Security:

The vendor selected to provide services represents and warrants that it will employ security measures for the Authority's information and systems that equal or exceed the security measures for the vendor's own information and systems. The vendor selected to provide services represents and warrants that cybersecurity practices follow a risk-based compliance framework like the NIST Cybersecurity Framework, ISO's cybersecurity standards or CIS Critical Security Controls.

The vendor selected to provide services may be requested to provide documentation of their information security programs to the Authority.

3.5 Parts and Materials Costs

The Contractor shall provide Aviat Eclipse products or equivalent repair parts for all parts which fail to operate as a result of age or normal wear and usage, which are not included in the Spare Part Support Section above.

Parts and materials in addition to those identified in Section 3.4.3 above will be paid for by the Erie County Water Authority. Prior written notification and approval from the Erie County Water Authority will be needed before service is performed. Profit and overhead are to be charged on parts and materials only at a rate not to exceed 15%. The Contractor shall provide copies of parts and material invoices with their bills.

3.6 Right to Subcontract

The Contractor shall not have the right to subcontract the whole or any part of this service contract unless written permission is first obtained from the Water Authority.

3.7 Payment

The Contractor shall, on the first day of each year under this contract, invoice the Erie County Water Authority for Items 3 and 4 in the Proposal Requirements in advance in accordance with the annual charge agreed upon in this contract.

All labor and parts charges not covered by this contract shall be invoiced at the time these charges are incurred. Invoices shall show dates, nature of charge and identification of locations involved.

3.8 Contract Period

The contract period will be January 1, 2019, through December 31, 2020, (two years). If the Erie County Water Authority and the Contractor mutually agree to continue this contract after December 31, 2020, it shall be extended for not more than one 1-year on the same terms and conditions provided for herein. The Contractor shall provide written notification to the Erie County Water Authority of the contract extension prior to the expiration of the initial term of this contract.

3.9 Service Vendor Qualifications

1. Must have been engaged in the service of this type of microwave equipment regularly for at least four (4) years prior to bid opening.
2. Must comply with Water Authority insurance requirements (attached).

3.10 Notices to Proposers

1. All parts and materials supplied under this contract shall be new and unused.
2. All replaced parts and materials shall be removed from the work site and disposed of using proper disposal methods.
3. Proposer must submit a completed insurance form with bid (see attached).
4. This contract for work, materials and/or supplies, at the sole discretion of the Authority, may include additional work, materials or supplies for the purpose of completing this contract as originally proposed and designed. Such additional work, materials and supplies shall be ordered by the Authority in writing and shall be paid pursuant to unit contract prices contained in this contract, or where there are no such unit prices, by a lump sum proposal accepted by the Authority in writing.
5. If you have any questions concerning this RFP, please contact Jeffrey C. Schlierf, Acting Manager of Data Processing, at 716-685-8271.

4. **Additional Information:**

All questions, requests for information and requests for site visits are to be directed to:

Jeffrey C. Schlierf
Acting Manager of Data Processing
Telephone: 716-685-8271
E-mail: jschlierf@ecwa.org

5. **Proposal Requirements:**

Proposals are to be submitted in letter format and be concise, specific and straightforward. All pertinent information is to be contained in the proposal. The use of artwork, special covers, and extraneous information in the proposals is discouraged and will be looked upon negatively. Proposals are to remain valid for a period of 90 days.

The proposal is to address the following:

- Item 1: Qualifications and related experience of the firm.
- Item 2: Annual Fee for service at both locations (24 hours per day, 7 days a week coverage) during January 1, 2019 through December 31, 2021.
- Item 3: Annual Fee for spare part support. (See Item 3.4.3 above)
- Item 4: Hourly rate and other applicable charges for miscellaneous additional work. (See Item 3.4.4 above)
- Item 5: Required NYS Finance Law Certifications Forms A, B and C and Proposer Certification

Proposals will be accepted until **10:00 a.m.** on **Monday, November 19, 2018.** Four copies of the proposal are to be mailed (including Federal Express, UPS, Priority Mail, etc.) or hand delivered in a sealed envelope which is clearly marked on the outside with **“PROPOSAL – MICROWAVE RADIO MAINTENANCE SERVICES”** and delivered to:

Jeffrey C. Schlierf, Acting Manager of Data Processing
Erie County Water Authority
3030 Union Road
Buffalo, New York 14227

Proposals received after this time will not be considered and will be returned unopened.

6. **Evaluation and selection:**

All proposals will be evaluated by an in-house committee comprised of Authority personnel familiar with the Authority’s communication system requirements. Interviews and/or presentations of the proposals will be requested if needed. The proposals will be evaluated based on the criteria listed above. The Authority reserves the right to reject any

and all offers and all responses as well as to waive any irregularities or informality if it is deemed by the Authority to be minor. The Authority has the right to reject any or all proposals in the best interest of the Erie County Water Authority.

The issuance of this request for proposal constitutes only an invitation to present response from potential parties. The Erie County Water Authority and the RFP review and selection committee reserve the right to determine in their sole discretion, whether any aspect of the proposal satisfactorily meets the criteria set forth in this Request for Proposal. The Erie County Water Authority and its committee reserves the right to seek additional information and clarifications as well as financial information from the respondents submitting a proposal. The Authority reserves the right to negotiate with any respondent submitting a response, and the right to reject any or all responses with or without cause, in the event that the RFP is withdrawn by the Erie County Water Authority for any reason. The Erie County Water Authority shall have no liability to any respondent for any costs or experiences incurred in connection with this Request for Proposal or otherwise.

The detailed scope of work and fee for consulting services will be negotiated with the selected firm. An agreement will then be executed pending successful negotiations and authorization by the Authority's Board of Commissioners. All firms submitting proposals will be notified of the selection results. It is anticipated that the selection process will be completed by December 13 2018, and that an agreement will be executed by December 31 2018.

7. Terms and Conditions:

- All proposals become the property of the ECWA.
- The ECWA shall have no financial responsibility for any costs assumed by the "Proposer" in submitting the RFP.
- Each proposal shall be prepared simply and economically, and should provide straightforward and concise responses that satisfy the requirements of the RFP.
- The ECWA reserves the right to request additional information from any and all Proposers to assist in the evaluation process. It is the responsibility of the Proposer to inquire about and clarify any aspect of the RFP that is not understood.

8. Acceptance/Rejection

The Authority reserves the right to accept or to reject any or all of the proposal(s) and to select the proposal(s) which, in the opinion of the Authority, will be in the Authority's best interest. The Authority also reserves the right to reject the response of any respondent who has previously failed in the proper performance of any agreement with the Authority. The Authority specifically may choose other than the lowest cost proposal in order to provide the requisite experience and background which are deemed to be most appropriate for the Authority.

THE ISSUANCE OF THIS RFP CONSTITUTES ONLY AN INVITATION TO PRESENT PROPOSALS. THE AUTHORITY AND THE RFP EVALUATION COMMITTEE RESERVE THE RIGHT TO DETERMINE, IN THEIR SOLE DISCRETION, WHETHER ANY ASPECT OF THE PROPOSAL SATISFACTORILY

MEETS THE CRITERIA ESTABLISHED IN THE RFP. THE AUTHORITY AND THE RFP EVALUATION COMMITTEE RESERVE THE RIGHT TO SEEK ADDITIONAL INFORMATION AND/OR CLARIFICATION FROM ANY RESPONDENT, THE RIGHT TO NEGOTIATE WITH ANY RESPONDENT SUBMITTING A RESPONSE, AND THE RIGHT TO REJECT ANY OR ALL RESPONSES, WITH OR WITHOUT CAUSE. IN THE EVENT THAT THE RFP IS WITHDRAWN BY THE ECWA FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, THE FAILURE TO OCCUR OF ANY OF THOSE THINGS OR EVENTS SET FORTH HEREIN, THE AUTHORITY SHALL HAVE NO LIABILITY TO ANY RESPONDENT FOR ANY COSTS OR EXPENSES INCURRED IN CONNECTION WITH THE RFP OR OTHERWISE.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FORMS A, B, and C

SECTION 139 OF STATE FINANCE LAW

Pursuant to State Finance Law §§139-j and 139-k, this Invitation to Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers, through final award and approval of the Procurement Contract by the Governmental Entity. The designated contact is identified in the Notice to Bidders. Governmental Entity employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority's Procurement Disclosure Policy.

Form A - Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law.

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

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

Contract Termination Provision.

FORM A

**Offerer's Affirmation of Understanding of and Agreement Pursuant to State
Finance Law §139-j(3) and §139-j(6)(b)**

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

FORM B

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

Instructions:

A Governmental Entity must obtain the required Certification that the information is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the Certification and provide it to the procuring Governmental Entity. It is required that the Certification be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

FORM C**Offerer's Disclosure of Prior
Non-Responsibility Determinations****Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement no later than when the Offerer submits its proposal.

Contract Termination Provision

Instructions:

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

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

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

Sample Contract Termination Provision

The Governmental Entity reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

PROPOSER CERTIFICATION

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my response. I agree that my response to the RFP will remain firm for a period of up to 120 days in order to allow the Authority adequate time to evaluate all responses.

I agree to abide by all conditions of this RFP.

I certify that all information contained in my response to the RFP is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of my firm as its act and deed and that my firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this response to the RFP is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response to the RFP for the same product or service; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

Erie County Water Authority Insurance Requirements for Maintenance Agreements

Project Number: 201900006

Description: RFP for Microwave Radio Maintenance Agreement

The following minimum insurance requirements shall apply to vendors providing maintenance services to the Erie County Water Authority (ECWA). The 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 service period. All insurance required herein shall be obtained at the sole cost and expense of the service vendor, 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:

___ **Per Policy**

X **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 **Cyber and Privacy & Security Coverage:**

All vendors with access to confidential records and/or access to any of ECWA's communication networks, servers, etc. must carry Cyber Liability coverage for damages arising from a failure of computer security, or wrongful release of private information including expenses for notification as required by local, state or federal guidelines. Limit of liability must be at least One Million and 00/100 Dollars (\$1,000,000.00) per claim and One Million and 00/100 Dollars (\$1,000,000.00) in the aggregate. Any retroactive date or prior acts exclusion must predate both the date of this agreement and any earlier commencement of any services. If coverage is on a "claims made basis", a 2 to 5 year extended reporting provision must be included.

X **Excess Umbrella Liability Insurance** in an amount of not less than:

\$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

Per Policy

Per Project or Job

Per Location

All-Risk Installation Floater: Builder's risk completed value form based on the total value of the project, providing coverage for work performed, equipment, supplies and materials at the project location, as well as any off-site storage 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 service vendor 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.

Understanding New York Workers Compensation Board Workers Compensation and N.Y.S Disability Benefits Liability

This is a brief description for governmental organizations to validate vendor workers compensation and NYS Disability Benefits coverage. These requirements should be used when applying for permits, licenses or secure contracts. Copies should be obtained not only at the initial issuance but at renewal as well. A full instruction manual can be obtained from the Workers Comp Board.

The forms discussed are:

- 1) Form CE-200- Affidavit of Exemption (obtain at: www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)
 - Acceptable proof that the business listed is exempt from providing workers' compensation and/or disability insurance coverage.

2) Workers Compensation

- Form C-105.2: Certificate of Workers Compensation (WC) (Obtain from your insurance agent)
 - All private NYS licensed workers' compensation carriers are required to issue the C-105.2.
- Form SI- 12: Certificate of WC when self-insured. (Obtain from workers compensation board)
 - Only the Self-Insurance Office of the Workers' Compensation Board issues the SI-12. The Self-Insurance Office can be contacted at **518-402-0247**. **Only one legal name and Federal Employer Identification Number can be listed on each Form SI-12. (Multiple legal entities must not be listed.)**
- Form GSI- 105.2: Certificate of WC when participating in a group self-insured program.
 - The self-insurance administrator of the group completes the form.
- Form U-26.3: Certificate of WC
 - Acceptable proof that the business has workers' compensation coverage through the New York State Insurance Fund. Only available through (NYSIF).

3) New York State Disability Benefits Law (DBL)

- Form DB-120.1: Certificate of DBL Insurance (obtain from workers compensation board)
 - The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier. The form can be obtained by contacting the Bureau of Compliance. (certificates@wcb.state.ny.us)
- Form DB-155: Certificate of DBL Self-Insurance
 - The Self-Insurance Office of the Workers' Compensation Board issues the DB-155. The Board's secretary will approve the DB-155. The Self-Insurance Office can be contacted at **518-402-0247**.

- 4) Exemption 1, 2, 3, or 4 Family, Owner Occupied residence (<http://www.wcb.state.ny.us/content/main/forms/bp-1.pdf>)

NOTE: ACORD Certificates of Insurance are not acceptable proof. Must use one of the forms noted above:



Workers' Compensation Board

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

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Insured Name</p> <p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Holder Name</p>	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1a"</p> <p>3c. Policy effective period</p> <p>_____ to _____</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed up in 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".

SAMPLE

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 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: William Lawley Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:
(Signature) (Date)

Title: Managing Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: (716) 849-8618

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.

SAMPLE

Form CE-200



**Certificate of Attestation of Exemption
From New York State Workers' Compensation
and/or Disability Benefits Insurance Coverage**

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption ONLY to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may NOT use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center">In the Application of (Legal Entity Name and Address):</p> <p>JOHN SMITH 123 MAIN STREET ALBANY, NY 12207 111-111-1111 Federal ID Number: XXXXX6789</p>	<p align="center">Business Applying For: BUILDING PERMIT</p> <p align="center">From: CITY OF ALBANY, DEPT OF BUILDING AND CODES</p> <p>The location of where work will be performed is 123 ACME AVENUE, ALBANY, NY 12203.</p> <p>Estimated dates necessary to complete work associated with the building permit are from October 14, 2008 to March 31, 2009.</p> <p>The estimated dollar amount of project is \$25,001 - \$50,000</p>
---	---

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Disability Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:

The business is owned by one individual or is a partnership (LLC, LLP, PLLP or a RLLP) under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation, each individual must be an officer and own at least one share of stock) or is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

I, JOHN SMITH, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature:	Date:
<p>Exemption Certificate Number 2008-00197</p>		<p>Received October 2, 2008 NYS Workers' Compensation Board</p>

CE-200 (DnR 06/02/08)

Form SI-12



STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
SELF-INSURANCE OFFICE
20 PARK STREET - ROOM 206
ALBANY, NY 12207



(518) 402-0247
FAX (518) 402-6199

COMPLIANCE WITH DISABILITY BENEFITS LAW
(Pursuant To Section 220, subd. 8 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	LOCATION OF OPERATION
ADDRESS (HOME OR MAIN OFFICE)	OPERATIONS TO BE REVIEWED OR ABOUT:

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees in the following manner:

- By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.
- By a combination of approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date:

By: _____
Gina Wagoner
WC Examiner

DB-155 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION



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

AAAAAA

POLICYHOLDER	CERTIFICATE HOLDER
--------------	--------------------

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE 01/01/2009 TO 05/01/2010	DATE 1/8/2009
---------------	--------------------	--	------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2058 840-6 UNTIL 05/01/2010, 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 05/01/2010 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 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 NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO BUILDING DEMOLITION.

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: 107031806

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
GROUP SELF-INSURANCE**

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)	1d. Business Telephone Number of Business referenced in box "1a"
	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1b. Effective Date of Membership in the Group	
1c. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)	3. Name and Address of Group Self-Insurer

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof 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 of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: _____
(Print name of authorized representative of the Group Self-Insurer)

Certified by: _____
(Signature) (Date)

Title: _____

Telephone Number: _____



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

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

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>3c. Policy effective period _____ to _____</p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits

B. Disability benefits only.

C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of employer's employees:

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

Date Signed _____ By _____
(Signature of insurance carrier's authorized representative or licensed insurance agent of that insurance carrier)

Telephone Number _____ Name and Title _____

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

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

**State of New York
Workers' Compensation Board**

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

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

Telephone Number _____ Name and Title _____

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



Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

FORM DB-155



STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
SELF-INSURANCE OFFICE
20 PARK STREET - ROOM 206
ALBANY, NY 12207



(518) 402-0247
FAX (518) 402-6199

COMPLIANCE WITH DISABILITY BENEFITS LAW
(Pursuant To Section 220, subd. 8 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	LOCATION OF OPERATION
ADDRESS (HOME OR MAIN OFFICE)	OPERATIONS TO BEGIN ON OR ABOUT:

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees in the following manner:

- By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.
- By a combination of approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date:

By: _____
Gina Wagoner
WC Examiner

DB-155 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

Affidavit of Exemption to Show Specific Proof of Workers' Compensation Insurance Coverage for a 1, 2, 3 or 4 Family, Owner-occupied Residence

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

Under penalty of perjury, I certify that I am the owner of the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit that I am applying for, and I am not required to show specific proof of workers' compensation insurance coverage for such residence because (please check the appropriate box):

- I am performing all the work for which the building permit was issued.
- I am not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping me perform such work.
- I have a homeowners insurance policy that is currently in effect and covers the property listed on the attached building permit AND am hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for which the building permit was issued.

I also agree to either:

- ◆ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if I need to hire or pay individuals a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit, or if appropriate, file a CE-200 exemption form; OR
- ◆ have the general contractor, performing the work on the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit that I am applying for, provide appropriate proof of workers' compensation coverage or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if the project takes a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit.

(Signature of Homeowner)

(Date Signed)

(Homeowner's Name Printed)

Home Telephone Number _____

Property Address that requires the building permit:

<p><i>Sworn to before me this _____ day of</i></p> <p>_____, _____.</p> <p>_____ <i>(County Clerk or Notary Public)</i></p>

Once notarized, this BP-1 form serves as an exemption for both workers' compensation and disability benefits insurance coverage.

LAWS OF NEW YORK, 1998
CHAPTER 439

The general municipal law is amended by adding a new section 125 to read as follows:

125. ISSUANCE OF BUILDING PERMITS. NO CITY, TOWN OR VILLAGE SHALL ISSUE A BUILDING PERMIT WITHOUT OBTAINING FROM THE PERMIT APPLICANT EITHER:

1. PROOF DULY SUBSCRIBED THAT WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS COVERAGE ISSUED BY AN INSURANCE CARRIER IN A FORM SATISFACTORY TO THE CHAIR OF THE WORKERS' COMPENSATION BOARD AS PROVIDED FOR IN SECTION FIFTY-SEVEN OF THE WORKERS' COMPENSATION LAW IS EFFECTIVE; OR

2. AN AFFIDAVIT THAT SUCH PERMIT APPLICANT HAS NOT ENGAGED AN EMPLOYER OR ANY EMPLOYEES AS THOSE TERMS ARE DEFINED IN SECTION TWO OF THE WORKERS' COMPENSATION LAW TO PERFORM WORK RELATING TO SUCH BUILDING PERMIT.

Implementing Section 125 of the General Municipal Law

1. General Contractors -- Business Owners and Certain Homeowners

For businesses and certain homeowners listed as the general contractors on building permits, proof that they are in compliance with Section 57 of the Workers' Compensation Law (WCL) is ONE of the following forms that indicate that they are:

- ◆ insured (C-105.2 or U-26.3),
- ◆ self-insured (SI-12), or
- ◆ are exempt (CE-200),

under the mandatory coverage provisions of the WCL. Any residence that is not a **1, 2, 3 or 4 Family, Owner-occupied Residence** is considered a business (income or potential income property) and must prove compliance by filing one of the above forms.

2. Owner-occupied Residences

For homeowners of a **1, 2, 3 or 4 Family, Owner-occupied Residence**, proof of their exemption from the mandatory coverage provisions of the Workers' Compensation Law when applying for a building permit is to file form BP-1.

- ◆ Form BP-1 shall be filed if the homeowner of a **1, 2, 3 or 4 Family, Owner-occupied Residence** is listed as the general contractor on the building permit, and the homeowner:
 - ◇ is performing all the work for which the building permit was issued him/herself,
 - ◇ is not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping the homeowner perform such work, or
 - ◇ has a homeowner's insurance policy that is currently in effect and covers the property for which the building permit was issued AND the homeowner is hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued.
- ◆ If the homeowner of a **1, 2, 3 or 4 Family, Owner-occupied Residence** is hiring or paying individuals a total of **40 hours or MORE** in any week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued, then the homeowner may not file the "Affidavit of Exemption" form, BP-1(11/04), but shall either:
 - ◇ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit (the C-105.2 or U-26.3 form), OR
 - ◇ have the general contractor, (performing the work on the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit) provide appropriate proof of workers' compensation coverage, or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit.

STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA
NOTICE OF COMPLIANCE
WORKERS' COMPENSATION LAW

AVISO DE CUMPLIMIENTO
LEY DE COMPENSACION OBRERA

TO EMPLOYEES

A EMPLEADOS

IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.

INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL MIENTRAS TRABAJAN.

- By posting this notice and information concerning your rights as an injured worker, your compliance with the Workers' Compensation Law.
- If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
- You are entitled to obtain any necessary medical treatment and should do so immediately.
- You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
- You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.
- You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
- You should not pay any medical providers directly. They should send their bills to your employers insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.
- You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
- If you have difficulty in obtaining a claim form or need help in filling it out or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

- Su patrono esta cumpliendo la Ley de Compensacion Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.
- Si usted no notifica a su patrono dentro del termino de 30 dias de haber sufrido su lesion su reclamacion podria ser desestimada, por eso notifique inmediatamente.
- Usted tiene derecho a recibir cualquier tratamiento medico necesario relacionado con su lesion y debe gestionarlo inmediatamente.
- Para el tratamiento de cualquier lesion o enfermedad relacionada con el trabajo usted puede escoger cualquier medico, podiatra, quiropractico o psicologo (si es referido por un medico autorizado) que esta autorizado y acepte pacientes de la Junta de Compensacion Obrera. Sin embargo, si su patrono esta autorizado a participar en una organizacion certificada de proveedores preferidos (PPO), usted debera obtener tratamiento inicial con cualquier lesion o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquiera de estos programas establecidos por ley estan obligados a proveer a sus empleados notificacion escrita de pliegos de sus derechos y obligaciones bajo el programa que este acogido.
- Usted debera recomendarle su Medico que radique copias de los informes medicos de su caso en la Junta de Compensacion Obrera y en la compania de seguros de su patrono, que se indica al final de esta forma.
- Usted tiene derecho a compensacion si su lesion relacionada con el trabajo le impide trabajar por mas de siete dias, le obliga a trabajar a sueldo mas bajo o resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitacion si necesita ayuda para regresar al trabajo.
- No pague a ningun proveedor medico directamente por tratamiento de su lesion o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor debera esperar hasta que la junta decida el caso, antes de iniciar gestion de cobro alguna contra usted. Si usted no tramita su caso o la Junta con el trabajo, usted podria ser responsable del pago de las facturas.
- No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado o por representante licenciado si usted asi lo desea. Si es representado, no pague al abogado o al representante licenciado. Cuando la Junta decida su caso, los honorarios seran determinados por la Junta y descontados de sus beneficios.

WORKERS' COMPENSATION BOARD OFFICES

- Albany, 12241 - 100 Broadway-Menands - (866) 750-5157
- Brooklyn, 11201 - Ill Livingston St - Brooklyn - (800) 877-1373
- Binghamton, 113901 - State Office Bldg. - 44 Hawley St. - (866) 802-3604
- Buffalo, 14202 - Statter Tower, 107 Delaware Ave. - (866) 211-0645
- Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
- Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
- New York, 10027 - 215 W. 1125th St., Manhattan - (800)-877-1373
- Peekskill, 10566 - 41 North Division St. (866) 746-0552
- Queens, 11432 - 168-46 91st Ave., Jamaica (800) 877-1373
- Rochester, 14614 - 130 Main Street West - (866) 211-0644
- Syracuse, 13203 - 935 James St. - (866) 802-3730

DOWNSTATE MAIL ADDRESS

Claims-related mail for the Hauppauge, Hempstead, Peekskill and all NYC offices should be mailed to:
 PO Box 5205 Binghamton, NY 13902-5205


 ARY S. WEISS CHAIR/PRESIDENT/CH

Workers' Compensation benefits, when due, will be paid by

(Los beneficios de Compensacion Obrera, cuando debidos, seran pagados por):

SAMPLE

Effective From (En vigor Desde) _____ To _____ (Hasta Cancellation)

Policy No. (Poliza No) _____

Name of employer (Nombre del patrono)

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS

C-105(4-09)
 S.I.F. U-30e
 "U30SIF/1SN"

PRESCRIBED BY CHAIR
 WORKERS' COMPENSATION BOARD
 STATE OF NEW YORK

www.wcb.state.ny.us

Failure by an employer to post this notice in and about the employer's place or places of business may result in a \$250 penalty for each violation.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

ESTADO DE NUEVA YORK
JUNTA DE COMPENSACIÓN OBRERA

NOTICE OF COMPLIANCE
DISABILITY BENEFITS LAW
TO EMPLOYEES

AVISO DE CUMPLIMIENTO
LEY DE BENEFICIOS POR INCAPACIDAD
A LOS EMPLEADOS

1. If you are unable to work because of an illness or injury not work-related, you may be entitled to receive weekly benefits from your employer, or his or her insurance company, or from the Special Fund for Disability Benefits.
2. To claim benefits You must file a claim form, within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Use one of the following claim forms:
-If, when your disability begins you are employed or are unemployed for four weeks or less, use **WHITE** claim form (Form DB-450), which you may obtain from your employer, his or her insurance carrier, your health provider or any office of the Workers' Compensation Board, and send it to your employer or the insurance carrier named below.
-If, when your disability begins, you have been unemployed more than four weeks, use the **GREEN** claim form (Form DB-300), which you may obtain from any Unemployment Insurance Office, your health provider, or any office of the Workers' Compensation Board. Send completed claim form to the Workers' Compensation Board, Disability Benefits Bureau Albany, New York 12241.
IMPORTANT Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the claim form, showing your period of disability.
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271).
7. Other information about Disability Benefits may be obtained by writing or calling the nearest Workers' Compensation Board Office.

1. Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir, beneficios semanales de su patrón o de la compañía de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
2. Para reclamar beneficios usted debe Presentar una forma de reclamación, dentro de 30 días a Partir de la Primera fecha de su Incapacidad, pero en ningún caso más de 26 semanas de dicha fecha.
3. Use una de las siguientes formas de reclamación:
-Si, cuando comience su incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación **BLANCA** (form DB-450), la cual puede obtener de su patrón o de la compañía de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y envíela a su patroh o a la compañía de seguros nombrada abajo.
-Si, cuando comience su incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación **VERDE** (form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o bien de cualquier oficina de la Junta de Compensación Obrera Envíe la forma de reclamación, debidamente terminada, a Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241.
IMPORTANTE Antes de presentar usted su reclamación, es necesario que su proveedor de salud complete la declaración del médico ("Health Care Provider's Statement") en la forma de reclamación, indicando el periodo de su incapacidad.
4. Usted tiene derecho a ser tratado por cualquier medico, quiropráctico, dentista enfermera-partera, podiatra o psicologo que usted elija. Pero, con excepción a la compensación obrera, sus cuentas médicas no serán pagadas a menos que su patrón y/o Unión haga el pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.
5. Si estuviera usted enfermo o lesionado durante el tiempo que está recibiendo Beneficios del Seguro de Desempleo, presente una reclamación para Beneficios por Incapacidad, siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.
6. Si usted está desempleado por más de siete días, su patrón está obligado a enviarle la declaración de Derechos de Beneficios por incapacidad (Form DB-271).
7. Otras informaciones relativas a Beneficios por incapacidad pueden obtenerse escribiendo o llamando a la oficina mas cercana de la Junta de Compensación Obrera.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Menands - (518) 474-6681
 Binghamton, 13901 - State Office Bldg - 44 Hawley St. - (607) 721-8333
 Buffalo, 14203-State Office Bldg -125 Main St - (716) 847-3111
 Hempstead, 11550 -175 Fulton Avenue - (516) 560-7115
 Rochester, 14614 - 130 Main Street West - (716) 233-5522
 Syracuse, 13202 - State Office Bldg.-333 E. Washington St. - (315) 428-4465

Robert R. Snashall
Robert R. Snashall
 Chairman (Presidente)

The undersigned employer is in compliance with the provisions of the Disability Benefits Law (El patrón abajo firmante esta en conformidad con las disposiciones de la ley de Beneficios por Incapacidad).

Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, serán pagados por):

The benefits provided are (Los beneficios provistos son)

SAMPLE

Effective: From (_____) To UNTIL CANCELLED
 (En Vigor Desde) (HASTA)

Policy No _____
 (Poliza No.)

<input type="checkbox"/>	Statutory (Estatutarios)	<input type="checkbox"/>	Under a Plan or Agreement (Bajo un Plan o Convenio)
--------------------------	-----------------------------	--------------------------	---

Class(es) of employees covered (Clasé(s) de empleados amparados)

ALL EMPLOYEES ELIGIBLE UNDER NY DBL

Name of employer (Nombre del Patrón)

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES
PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

LA JUNTA DE COMPENSACIÓN OBRERA EMPLEA Y SIRVE
A PERSONAS INCAPACITADAS SIN DISCRIMINAR.

By _____

[Signature]

**Erie County Water Authority
ACORD Endorsement Samples**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

SAMPLE ISO FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. Exclusion **B.6.** Care, Custody Or Control does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement; or
 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to

of

Dated at
This _____ day of _____

Amending Policy No. _____ Effective Date _____

Telephone Number _____ Countersigned by _____
Authorized Company Representative

Name of Insurance Company _____

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by

", for the limits shown:

This insurance is primary and the company shall not be liable for amounts in excess of \$ _____ for each accident.

This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is:

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980**

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980**

**SCHEDULE OF LIMITS
Public Liability**

	Type of Carriage	Commodity Transported	Minimum Insurance
(1)	For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2)	For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3)	For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4)	For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000