

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

**Contract:** MP-083 **Project No.:** 202000041  
**Project Description:** AWIA – Risk & Resilience Assessment

**Item Description:**

- |   |   |   |                                       |
|---|---|---|---------------------------------------|
| <input type="checkbox"/> Agreement                            | <input checked="" type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment          | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD                                  | <input type="checkbox"/> NYSDOT Agreement                         | <input type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum     |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids            |   |                                       |
| <input type="checkbox"/> Request for Proposals                |   |   |                                       |
| <input type="checkbox"/> Other _____                          |   |   |                                       |

**Action Requested:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Board Authorization to Execute            | <input checked="" type="checkbox"/> Legal Approval                   |
| <input type="checkbox"/> Board Authorization to Award                         | <input checked="" type="checkbox"/> Execution by the Chairman        |
| <input type="checkbox"/> Board Authorization to Advertise for Bids            | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals |  |
| <input type="checkbox"/> Other _____  |  |

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

- |  |                    |                        |
|--|--------------------|------------------------|
| <input checked="" type="checkbox"/> Other (if Applicable)      | <u>[Signature]</u> | Date: <u>1/21/20</u>   |
| <input checked="" type="checkbox"/> Chief Operating Officer    | <u>[Signature]</u> | Date: <u>1-21-2020</u> |
| <input checked="" type="checkbox"/> Executive Engineer         | <u>[Signature]</u> | Date: <u>1-21-2020</u> |
| <input checked="" type="checkbox"/> Director of Administration | <u>[Signature]</u> | Date: <u>1/21/2020</u> |
| <input checked="" type="checkbox"/> Risk Manager               | <u>[Signature]</u> | Date: <u>1/22/2020</u> |
| <input checked="" type="checkbox"/> Chief Financial Officer    | <u>[Signature]</u> | Date: <u>1/22/20</u>   |
| <input checked="" type="checkbox"/> Legal                      | <u>[Signature]</u> | Date: <u>1/27/20</u>   |

**APPROVED FOR BOARD RESOLUTION:**

- |  |                    |                        |
|--|--------------------|------------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority | <u>[Signature]</u> | Date: <u>1/28/2020</u> |
|--|--------------------|------------------------|

**Remarks:** \_\_\_\_\_

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**Resolution Date:** \_\_\_\_\_

**Item No:** \_\_\_\_\_



**ERIE COUNTY WATER AUTHORITY**  
**INTEROFFICE MEMORANDUM**

January 21, 2020

To: Terrence D. McCracken, Secretary to the Authority  
From: Leonard F. Kowalski, Executive Engineer   
Subject: Contract MP-083  
AWIA – Risk & Resilience Assessment  
ECWA Project No. 202000041

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The following material is attached:

- Blue Authorization Form indicating the requested Board action and approvals needed.
- Professional Service Contract for the above referenced project (2 copies) with Arcadis, for execution by Chairman.

A Request for Proposals was issued (ECWA Project Number 201900274) at the end of 2019. The requests were sent to four firms: Arcadis, GHD, Nussbaumer & Clarke, Inc., and Hazen & Sawyer. Nussbaumer & Clarke, Inc. declined by a letter dated January 7, 2020. An additional firm, AARC Consultants, LLC, submitted their proposal based on the information from the Authority's website.

After a review of all four proposals, the Engineering Department determined that Arcadis presented the best approach at a competitive fee. This Consultant is also familiar with the Authority's facilities and processes which will help expedite the project. The Professional Service Contract MP-083 has been developed to obtain necessary services to comply with the US EPA requirements.

The Authority must conduct a Risk and Resilience Assessment (RRA) and submit a certification of its completion to the US EPA by March 31, 2020.

LFK:jmf  
Attachments  
cc: R.Stoll  
M.Wymer  
L.Lester  
CONT-MP-083-2001-X-01



## **PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is made this 30<sup>th</sup> day of January 2020, 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. QUALIFICATIONS 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:**

The Authority will conduct a Risk and Resilience Assessment (previously termed as vulnerability assessment) of the water system's physical assets in compliance with the requirements of the American Water Infrastructure Act (AWIA). The Risk and Resiliency Assessment (RRA) is considered the first phase of the overall AWIA compliance project and has been divided up into eight (8) tasks following the steps of the AWWA J100-10 standard. A subsequent phase of the project will entail updating the Authority's Emergency Response Plan (ERP) based on the information developed during the RRA phase. A Professional Service Amendment will be executed once a scope of work and fee are negotiated for the ERP phase.

The RRA phase of the project evaluates the vulnerabilities, threats and consequences from potential hazards. The following items to be evaluated include:

- Natural hazards and malevolent acts, dependency, and proximity hazards (i.e., all hazards).
- Resilience of water infrastructure (including pipes, physical barriers, water sources and collection, treatment, storage and distribution, and electronic, computer and other automated systems).
- Monitoring practices.
- Financial systems (e.g., billing systems).
- Chemical storage and handling.
- Operation and maintenance.
- Capital and operational needs for risk and resilience management for the system.

The ERP phase of the project will include:

- Strategies and resources to improve resilience, including physical security and cybersecurity.
- Plans and procedures for responding to a natural hazard or malevolent act that threatens safe drinking water.
- Actions and equipment to lessen the impact of a malevolent act or natural hazard, including but not limited to alternative water sources.
- Strategies to detect malevolent acts or natural hazards that threaten the system.

### **A. ENGINEERING & OTHER PROFESSIONAL SERVICES:**

Consultant shall provide all engineering services necessary to complete the tasks described below:

#### **Task 1 – Risk and Resilience Kickoff Meeting**

Consultant will hold a kick-off meeting (Workshop 1) intended to establish project goals, roles, responsibilities, schedule and to review all phases, tasks, assumptions, and deliverables. During Task 1, the Authority and Consultant will

review project information security and communications protocols. Task 1 will be used to discuss the Consultant's overall role in the project, which will include input on the approach of internal workshops and the preparation of risk assessment documentation. This will be an in-person meeting held at the Service Center.

**Task 1 Deliverables:**

Data request

Kickoff meeting summary

**Task 2 – Asset and Threat Characterization**

Consultant will hold an Asset and Threat Characterization Workshop with the Authority's Executive and Senior Staff to confirm the Authority's mission and to identify critical facilities, assets and threats. The purpose of creating a critical asset list is to identify those assets and facilities to be assessed. The threat list will identify the malevolent, natural, proximity and dependency threats to be considered for the assessment.

**Task 2 Deliverables:**

Asset and Threat Characterization Workshop materials and facilitation

Critical assets and facilities list

Threat Characterization table

**Task 3 – Consequence and Vulnerability Analysis**

Consultant will hold a workshop (Workshop 2) with the Authority to formalize threat-asset pairs of concern and to address the corresponding consequences and vulnerabilities. The Consequence and Vulnerability Workshop will explore the worst reasonable consequences that can be caused by the selected threats and hazards on the selected assets. The vulnerability analysis determines the ability of each critical asset and its protective systems to withstand each specified threat.

**Task 3 Deliverables:**

Threat-Asset pairs of concern

Table documenting consequences, assumptions and quantitative estimates

Consequence and Vulnerability Workshop materials and facilitation

**Task 4 – Threat Likelihood Analysis**

Consultant will determine the likelihood (also known as probability or frequency) that a specific threat will occur. Standard information on frequency and severity of natural hazards from sources such as NOAA and FEMA and local hazard mitigation plans will be used, as well as input on malicious adversaries from local law enforcement.

**Task 4 Deliverables:**

Threat analysis results table



**Task 5 – Risk and Resilience Analysis**

Once the consequences, vulnerabilities, and threat likelihoods have been determined, the Consultant will calculate the overall estimated risk and resilience profile (physical and operational). This report will fulfill the AWIA requirement for a Risk and Resilience Assessment.

**Task 5 Deliverables:**

Risk and resilience estimates for each threat-asset pair.

**Task 6 – Risk and Resilience Management**

The risk and resilience management task will include identifying which risks warrant mitigation and collaborating internally to develop risk reduction ideas and preliminary costs and benefits. The Consultant will hold a workshop (Workshop 3) to review and formalize the mitigation ideas. Each idea will be documented on a business case template.

**Task 6 Deliverables:**

Templates providing risk and resilience management options

Risk and Resilience Management Workshop materials and facilitation

**Task 7 – Risk Assessment and Recommendations Report**

Under this task, the Consultant will prepare a draft Risk Assessment and Recommendations Report. Hold a draft report review meeting with the Authority and incorporate applicable comments into a final version of the report.

**Task 7 Deliverables:**

Draft and Final Risk Assessment and Recommendations Report and applicable meeting materials.

**Task 8 – Cyber/Business Continuity Risk and Resilience Assessment**

The AWIA specifically requires water Utilities to assess their business continuity and financial resilience. This task will focus on assessing SCADA, critical communications, essential business systems and financial resilience together as a standalone task from the overall assessment. Consultant will conduct three (3) meetings with Authorities leadership and staff responsible for SCADA, IT, communications, and finance (may be part of scheduled Workshops 1 through 3). All three (3) meetings will be held at the Service Center and will be in person meetings. Consultant will incorporate the results of the three (3) meetings into the overall Risk Assessment and Recommendations Report described in Task 7 above. This will document the consequences, vulnerability, threat likelihood and associated risk profile for cyber-malicious adversary threat-asset pairs as well as other natural and dependency threats to the assets that are critical for business continuity.

**Task 8 Deliverables:**

Cyber/Business Continuity RRA documentation to be incorporated into Task 7 report.

Meeting materials and facilitation

**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. Extra travel and subsistence for the Consultant and his staff beyond that normally required under ordinary circumstances, when authorized by the Authority.
2. Information Technology Services
3. Cyber Security Services
4. SCADA Services
5. Air, water, soil, and/or hazardous material sampling, testing, and/or analysis.
6. Assistance to the Authority serving as an expert witness in litigation arising from project development.

**C. SERVICES RELATED TO INFORMATION TECHNOLOGY AND SECURITY**

1. The Authority has retained the professional services of an expert in the field of information technology and cyber security (the "Expert"). The Expert will serve in an advisory capacity on all projects relating information technology and security, including, but not limited to:

- a. Analyzing the Authority's vulnerabilities, threats, and possible consequences from potential internal or external cyberattacks;
- b. Ranking of the priority and timeframe to address vulnerability and security issues;
- c. Advising the Authority on matters relating to employee training and education, and preventative measures to be taken to secure Authority assets;
- d. Recommending additional staffing for the Authority's IT Department;
- e. Requesting and reviewing information and proposals from outside cybersecurity vendors; and

- f. Such other work as may be directed by the Authority's Executive Management Team.

2. The Consultant will review with, and seek advice of, the Expert in all areas relating to information technology and cyber security. The Consultant will include the Expert in all workshops and meetings, listed under Section 2 A, relating to information technology and security.

3. As directed by the Authority's Executive and Senior Staff, the Expert may be required to file with the Authority a separate ERP report. The Consultant shall provide whatever assistance is required by the Expert, as directed by the Authority's Executive and Senior Staff.

**3. PAYMENT FOR SERVICES:**

**A. LUMP SUM PAYMENT**

The Consultant agrees to accept a lump sum payment for all services to be provided herein. The Authority agrees that the method of payment for each Task, described in Section 2 A (Tasks 1-8), will be a lump sum to the Consultant for each individual Task. Each lump sum payment will include all expense, labor and cost associated with that Task. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount for that Task. These lump sum payment amounts are set forth in Section 3 D.

**B. SPECIAL SERVICES**

For services described under Section 2B, Special Services, the Authority shall pay Consultant an amount to be negotiated at the time such service is required. Costs for such special services shall not exceed \$15,000.00.

**C. AUDIT**

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



#### **D. ENGINEERING COST SCHEDULE**

1. Engineering Services

Task 1	\$15,000.00
Task 2	\$19,000.00
Task 3	\$39,000.00
Task 4	\$14,000.00
Task 5	\$16,000.00
Task 6	\$25,000.00
Task 7	\$18,000.00
Task 8	\$37,000.00

<b>TOTAL</b>	<b>\$183,000.00</b>
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2. Other Costs:

Mileage	IRS rate
Subcontractor Expenses	Cost plus 5% maximum
All Other Direct Non-Salary Costs	At Cost
Direct Non-Salary Costs shall not exceed	\$10,000.00

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** To the fullest extent permitted by law, the Consultant agrees to indemnify and hold the Authority harmless from all third party claims, liabilities,

damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Consultant's performance of professional services provided under this Agreement and those of its subcontractors or anyone for whom the Consultant is legally liable.

To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Consultant harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, consultants or anyone for whom the Authority is legally liable.

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.

- 16.1 **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.
- 16.2 The Consultant further affirms under the penalties of perjury that there was no collusion in the proposal submitted herein to ECWA which forms the basis of the within Agreement.
- 16.3 The Consultant agrees that the Agreement herein shall be in compliance with the provisions of Section 139-L of the State Finance Law (attached as Exhibit C).
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, PE, 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



**INSURANCE REQUIREMENTS  
PROFESSIONAL SERVICES CONTRACT  
FOR CONSULTING ENGINEERING SERVICES**

**AWIA – RISK AND RESILIENCE ASSESSMENT**

**ECWA PROJECT No. 202000041 (RFP No. 201900274)**

**Insurance Specs:**

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

**Insurance Requirements:**

**a. Workers Compensation:**

Part 1: Workers Compensation: Statutory

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

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

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

**c. Commercial General Liability:**

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

**d. Automobile Liability:**

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

**e. Umbrella Liability:**

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

**f. Professional Liability/ Errors & Omissions Liability**

- \$2,000,000 Per Claim
- \$2,000,000 Aggregate

**g. Cyber Liability**

- \$1,000,000 Per Claim
- \$1,000,000 Aggregate

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

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

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

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to 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. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

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



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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/21/2020

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).

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

**COVERAGES**

CERTIFICATE NUMBER: 570080261523

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GEC001076118 General Liability SIR applies per policy terms & conditions	10/01/2019	10/01/2020	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			AEC001075818 Auto (AOS)	10/01/2019	10/01/2020	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"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			UEC001075918	10/01/2019	10/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	<input checked="" type="checkbox"/> 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	RWD943516314 AOS RWR943516714 AK, WI	10/01/2019	10/01/2020	<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

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

RE: ECWA Project No. 202000041 (RPF No. 201900274). Erie County Water Authority, its, officers, agents and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy. 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 Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

**CERTIFICATE HOLDER****CANCELLATION**

Erie County Water Authority Attn: Ms. Molly Jo Musarra 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  <i>Aon Risk Services South Inc.</i>



## ENDORSEMENT

This endorsement, effective 12:01 a.m., October 1, 2019 forms a part of Policy No. GEC001076118 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.



### ENDORSEMENT

This endorsement, effective 12:01 a.m., October 1, 2019 forms a part of Policy No. GEC001076118 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

All other terms and conditions of this policy remain unchanged.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS  
(EXCEPT WHERE NOT PERMITTED BY LAW).

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** ARCADIS U.S., INC. AND CALLISONRTKL INC.

**Endorsement Effective Date:** October 1, 2019

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED  
PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

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

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule,

but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

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  
Insured  
Arcadis U.S., Inc.  
Insurance Company  
XL Insurance America, Inc.

Policy No.  
RWD9435163-14

Endorsement No.  
Premium Included

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)

## GENERAL CERTIFICATE OF INSURANCE

### TO WHOM IT MAY CONCERN

We, the undersigned, act as insurance brokers to: **Arcadis N.V.**

and acting in such capacity, we hereby confirm that a Cyber Risks Insurance is in force with insurers of reputable standing, which at the date of inception are financially sound.

Summary of cover is as follows:

Principal Insured	:	Arcadis N.V. and/or its subsidiary companies
Marsh Policy Number	:	2566494Y0002
Insurer	:	100% Chubb European Group Limited
Policy Conditions	:	Marsh CyberWall™ – Arcadis Insurance Program 2019 <i>Covering 1<sup>st</sup> Party Losses &amp; 3<sup>rd</sup> Party Cyber Liability</i>
Limit of Indemnity	:	EUR 2,000,000 each and every loss and in the aggregate
Period of Insurance	:	1 January 2020 – 31 December 2020, both dates inclusive.
Territorial Limit	:	Worldwide

Marsh Netherlands  
registered insurance brokers at  
Rotterdam, The Netherlands



All as per original policy

Rotterdam, December 19<sup>th</sup>, 2019

Erik van de Velde

This confirmation is issued as a matter of information only and does not amend, extend or alter the coverage afforded by the policy and confers no rights on the holder other than those provided by the policy.

Should the above mentioned contract of insurance be cancelled, assigned or changed during the above policy period in such a manner to affect this document, no obligation to inform the holder of this document is accepted by Marsh Netherlands.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/21/2020

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:  INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Arcadis of New York, Inc. One Lincoln Center 110 West Fayette St., Suite 300 Syracuse NY 13202 USA	INSURER A: Indian Harbor Insurance Company 36940 INSURER B: Lexington Insurance Company 19437 INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 570080261682

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,

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 DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Env Contr Poll			US00090310EO19A Professional & Pollution SIR applies per policy terms & conditions	06/01/2019	06/01/2020	Each Claim \$2,000,000 Annual Aggregate \$2,000,000

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

For Professional Liability and Pollution 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. RE: ECWA Project No. 202000041 (RPF No. 201900274).

## CERTIFICATE HOLDER

## 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

Erie County Water Authority  
Attn: Ms. Molly Jo Musarra  
295 Main Street, Room 350  
Buffalo NY 14203-2494 USA

*Aon Risk Services South Inc.*

Holder Identifier :

Certificate No : 570080261682





### ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Arcadis of New York, Inc.	
POLICY NUMBER See Certificate Numbe 570080261682			
CARRIER See Certificate Numbe 570080261682	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.

[illegible]



**Workers'  
Compensation  
Board**

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

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b>  Arcadis of New York, Inc. 110 W. Fayette Street, Suite 300 Syracuse, NY 13202  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	<b>1b Business Telephone Number of Insured</b> 720-344-3803  <b>1c NYS Unemployment Insurance Employer Registration Number of Insured</b> 37-21861  <b>1d Federal Employer Identification Number of Insured or Social Security Number</b> 16-1448024
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b> Erie County Water Authority Attn: Anthony Alessi 295 Main Street, Room 350 Buffalo, NY 14203	<b>3a Name of Insurance Carrier</b> XL Insurance America, Inc.  <b>3b Policy Number of Entity Listed in Box "1a"</b> RWD9435163-14  <b>3c Policy effective period</b> 10-1-2019 to 10-1-2020  <b>3d The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

The insurance carrier 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.**

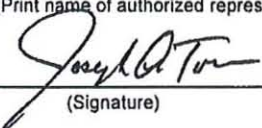
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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:  10-1-19  
(Signature) (Date)

Title: Chief Executive Officer

Telephone Number of authorized representative or licensed agent of insurance carrier: 213-239-8191

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





**CERTIFICATE OF INSURANCE COVERAGE**  
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 of New York  
110 W. Fayette St. Suite 300  
Syracuse, NY 13202

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured  
3154469120

1c. Federal Employer Identification Number of Insured or Social Security Number  
161448024

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  
Erie County Water Authority  
Attn: Kathy Sanok  
295 Main St. Room 350  
Buffalo, NY 14203

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  
1/1/2020 to 1/1/2021

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 described above.

*Marceline E. Reilly*

Date Signed December 16, 2019 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.

**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.