

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

**Contract:** CPL-006 **Project No.:** 202000022  
**Project Description:** Comprehensive Facilities Plan

**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><i>Stacy A. Wapner</i></u>    | Date: <u>1/29/20</u>   |
| <input checked="" type="checkbox"/> Chief Operating Officer    | <u><i>Kurtell J. Hall</i></u>    | Date: <u>1/30/20</u>   |
| <input checked="" type="checkbox"/> Executive Engineer         | <u><i>Jorge L. Bonalito</i></u>  | Date: <u>1-29-2020</u> |
| <input checked="" type="checkbox"/> Director of Administration | <u><i>Lavanya Jester</i></u>     | Date: <u>1/30/2020</u> |
| <input checked="" type="checkbox"/> Risk Manager               | <u><i>Molly O. Musara</i></u>    | Date: <u>1/31/2020</u> |
| <input checked="" type="checkbox"/> Chief Financial Officer    | <u><i>Shen Chen</i></u>          | Date: <u>2/3/20</u>    |
| <input checked="" type="checkbox"/> Legal                      | <u><i>Margaret A. Murphy</i></u> | Date: <u>2/4/20</u>    |

**APPROVED FOR BOARD RESOLUTION:**

|  |                           |                     |
|--|---------------------------|---------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority | <u><i>[Signature]</i></u> | Date: <u>2/4/20</u> |
|--|---------------------------|---------------------|

**Remarks:** Subcontractor costs will be capped as special services

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

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





# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

January 30, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Leonard F. Kowalski, Executive Engineer *LFK*

Subject: Contract CPL-006  
Comprehensive Facilities Plan  
ECWA Project No. 202000022

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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 Clark Patterson Lee, for execution by the Chairman.
- Copy of Interoffice Memorandum from Russell J. Stoll, Executive Engineer, dated December 18, 2019, detailing recommendations for the contract assignment after review of Request for Proposals (PN 201900219).

The Comprehensive Facilities Plan represents the first part of a multi-phase project by providing the planning and schematic design roadmap for the renovation, consolidation and/or relocation of existing Authority facilities at the Union Road Service Center and Ellicott Square Building.

Funds for this project are included in the 2020 Capital Budget under 3070 Facilities, Item 101334. Work on the Comprehensive Facilities Plan will start immediately and is anticipated to conclude in September 2020.

LFK:MWW:jmf

cc: K.Prendergast

R.Stoll

M.Wymer

L.Lester

S.Jemiolo

CONT-CPL-006-2001

## **PROFESSIONAL SERVICES CONTRACT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**ERIE COUNTY WATER AUTHORITY**

295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the “Authority”, and

**CLARK PATTERSON LEE**

26 Mississippi Street, Suite 300  
Buffalo, New York 14203

hereinafter referred to as “Consultant”.

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

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

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

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

**1. QUALIFICATION OF CONSULTANT:**

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

## **2. SCOPE OF SERVICES:**

### **A. ENGINEERING SERVICES**

The Erie County Water Authority Service Center is located at 3030 Union Road in Cheektowaga, New York and consists of multiple structures/services located on a single 10.7-acre parcel. The original main building was constructed in 1959, followed by several additions and renovations, bringing the total square footage to approximately 77,000 square feet. The Service Center Facility is made up of the following components:

- Main Building containing offices and work areas for administrative and engineering, IT/Information Services, meter shop/maintenance crew and leak detection, material stores, mechanics garage, and common areas such as conference meeting rooms.
- North and South Vehicle Garages
- Warehouse (Building 5) and adjacent lean-to storage areas
- Stone Bin
- Vehicle Refueling Station with underground tank
- Former Vukelic Pumping Station (vacant)
- Spoils/Excavated Material storage area
- Material Storage Yard
- Electrical Transformer Station
- Employee and Authority Vehicle Parking

In addition to the Service Center, the Authority leases approximately 16,247 square feet of space in the Ellicott Square Building in downtown Buffalo, NY, as the primary location of customer service, legal, and management position offices.

### **General Scope of Work**

The Comprehensive Facilities Plan represents the first part of a multi-phase project by providing the planning and schematic design roadmap for the expansion, renovation, repurposing and/or replacement of existing Authority facilities. The CFP shall consider the following overarching scenarios:

1. Improved Service Center Facility
2. Improved Service Center Facility to include the relocation of employees currently located at the Ellicott Square Building
3. Facility to replace both the existing Service Center and Ellicott Square Building locations (new build or renovated space).

Generally, the scope of work for this project shall be as follows.

- Review and summarize all available data for the Service Center and Ellicott Square Building locations including past studies.
- Conduct a condition assessment of all Service Center facilities.
- Interview key Authority staff as to current and proposed staffing levels and facility use.

- Identify the space requirements of all groups/divisions/services within the Authority.
- Assess the ability of the Service Center Facility and Ellicott Square Building to serve Authority functional needs.
- Make recommendations as to which (if any) buildings should be renovated, replaced, relocated, etc.
- Recommend alternative locations for a new facility considering available land/space, location within the Authority's service area, available amenities (parking, transportation, etc.).
- Provide cost estimates for corrections, replacement, and/or reconstruction work for each scenario.
- Provide a suggested priority list and/or timeline for accommodating the recommended replacement and/or reconstruction work.
- Collect and summarize all project work in a single, comprehensive master plan document.

### **Phase 1 - On-Site Condition Assessment**

The consultant shall inspect the Service Center Facility and document all components and elements requiring maintenance, repair, and/or major capital investment. The inspection process will be augmented with information provided by Authority staff regarding the current and projected uses of each facility, the current and projected staffing levels for each facility and any known deficiencies currently affecting these needs.

Prior to the start of on-site assessment, the Consultant shall develop a data management plan with assessment standards/forms to ensure consistency and completeness of data gathered by the various engineering/architectural disciplines. An assessment schedule with planned survey dates for specific facilities shall be submitted as part of the data management plan.

The consultant will thoroughly examine building systems using non-destructive, on-site observation methods to compile a complete understanding of current building conditions and renovation needs for the Service Center Facility. The assessment shall be performed in accordance the established industry standards by individuals trained and licensed and/or certified in construction, engineering or architecture for the specific building systems they are assessing.

The types of building systems surveyed shall include, but are not limited to, the following systems:

- Site: topography/drainage, access/egress, traffic patterns, paving, curbing, parking, utilities, spoils storage
- Exterior Systems: foundation, roofs, walls, window systems, exterior doors, civil/structural components, lighting
- Interior Systems: walls, doors, flooring, ceiling, hardware, lighting, architectural components

- Fire and Safety Systems: including alarms, and fire escapes routes
- HVAC: including controls
- Electrical: including transformer stations, internal electrical distribution and back-up generators
- Plumbing systems: fixtures, supply, storm and sanitary sewer drainage, valving, irrigation, fire protection
- Elevator systems
- Outbuildings: including equipment storage buildings, refueling stations, mechanics garage, and vehicle storage.
- Security: including lighting, fencing and public access control.

The consultant is expected to identify locations of suspected hazardous materials (lead paint, asbestos, etc.) or concerning environmental considerations, based on known/assumed age and type of construction for each facility. Specialized hazardous material sampling /testing is not in the scope of proposed work and would be considered as a Special Service, and where authorized, would be paid from the designated fee allowance.

At the conclusion of the on-site condition assessment, the Consultant shall provide a comprehensive document which shall include the categorization of immediate, short-term, and long-term capital repair and replacement requirements to include:

- Assessment of current facility conditions including condition data sheets.
- Assessment of each building's compliance with applicable building codes
- Estimated life expectancy of each component
- Estimated current market value of the Service Center Facility buildings and property.
- Identification of major repairs which require immediate undertaking (present-5 years out) and estimate of associated costs
- Identification of major repairs which will likely be necessary in the foreseeable future (5, 10, 20, and 30 years out) and estimate of likely costs

## **Phase 2 - Needs Assessment**

The consultant shall prepare a Needs Assessment that includes a summary of how the Service Center and Ellicott Square Building facilities are being utilized, identifying whether individual areas are over- or under-utilized.

The Consultant shall conduct interviews with designated Authority representatives to help identify specific past, current, and expected future operational and facility needs and deficiencies.

For each location, the assessment shall include the following tasks:

- Identify the nature of work performed in, or function on, each workspace and assess departmental space needs and requirements.
- Identify the number of employees using each space

- Assess as to whether current spaces are functioning efficiently and effectively. Identify cost-effective layout alterations that may provide space for additional employees to possibly defer additional construction activity
- Identify inter/intra-departmental working relationships and the level of intensity of those working relationships related to space planning. Identify the physical proximity needs of the inter/intra departmental working relationships
- Identify ancillary and accessory requirements, such as conference/meeting rooms, printer/copier areas, and file & storage space. Also include functional spaces, such as restrooms, mechanical rooms, vestibules, stairwells, elevators, hallways, and similar space allocations
- Identify security issues and concerns and discuss with appropriate Authority personnel the ways they can be addressed
- Assess whether the specific space is currently adequate given the nature of the work performed therein or the function thereof.
- Assess whether the specific space will be adequate into the foreseeable future (5, 10, 20, and 30 years out) given the nature of the work performed therein or function thereof and the possible expansion of the work or the number of employees performing such work.
- Assess each facility's exterior features that support the facility on its site, including public and entry access, on-site storage of parts and materials, maintenance activities, spoils storage and handling and vehicle accommodations
- Assess parking capacity for public and staff needs
- Assess public accessibility to public meeting spaces

### **Phase 3 - Conceptual Design**

Taking the information gathered through the existing conditions and needs assessment, Consultant shall generate a minimum of three (3) schematic design options for improvements to the existing Service Center Facility, and a minimum of three (3) schematic design options for improvements to the existing Service Center Facility to include the relocation of employees currently located at the Ellicott Square Building. These design options should generate building floor plans and site plans to reflect design intent.

The conceptual design phase shall also analyze an additional schematic design option of the scenario in which the functions performed at the Service Center Facility and Ellicott Square Building are merged and relocated to a single new facility in an alternate location. Provide a minimum of two (2) schematic design options for a new facility. Provide a minimum of five (5) location options and summarize criteria for evaluation of each site including available land/space, location within the Authority's service area, available amenities (parking, transportation, etc.).

Consultant shall develop and facilitate a process to develop and present the assumptions, goals, and requirements for review, discussion, and refinement of the presented conceptual designs. Within each design concept, the consultant shall provide recommendations for immediate, five, ten, and twenty-year expenditures including related costs and schedule recommended improvements.

Conceptual phasing plans shall be described to allow for continued Authority operations throughout the recommended improvements.

#### **Phase 4 – Comprehensive Facilities Plan Document**

Using information developed in Phases 1 through 3 provide a comprehensive facilities plan document that summarizes the existing conditions, needs assessment, schematic designs and identifies the recommended path moving forward. The document should include an Executive Summary, purpose and needs statement, evaluations performed, evaluation of alternatives, preliminary cost estimates and schedules, supported by relevant exhibits and supporting information.

Progress or draft submittals – Ten (10) hard copies, one (1) digital .pdf file, and copies of all digital files in their native format for review and commenting.

Final Reports – Ten (10) bound hardcopies, one (1) digital .pdf file, and digital copies of all component files in their original file format.

### **B. SPECIAL SERVICES**

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

1. Soils Investigations - including test borings, pavement cores, and the related analysis.
2. Detailed mill, shop and/or laboratory inspection of materials and equipment.
3. Land surveys, maps, plates, descriptions and title investigations which may be required to acquire lands, easements, and rights-of-way for the proposed facilities.
4. Additional copies of reports, contract drawings and documents.
5. Extra travel and subsistence for the Consultant and his staff beyond that normally required under ordinary circumstances, when authorized by the Authority.
6. Assistance to the Authority serving as an expert witness in litigation arising from project development or construction.
7. New York State SEQR (Type I and Unlisted Actions).
8. Air, water, and/or soil sampling, testing, and/or analysis.
9. Operation and maintenance manuals.
10. Start-up services.
11. Hazardous material testing and assessment.



12. Wetlands investigations, delineation, and mitigation.
13. Storm Water Pollution Prevention Plans
14. Applications for NYSDEC permitting

### **3. PAYMENT FOR SERVICES:**

#### **A. ENGINEERING SERVICES**

The Consultant agrees to accept a lump sum payment for all services to be provided herein. The methods of payment are as follows.

##### **1. Phase 1 – On-Site Condition Assessment**

For services described under Section 2A, Phase 1, the Authority shall pay Consultant a lump sum which will include all expense, labor, and cost associated with this phase. Payment will be made monthly based on the percentage of completion up to 70% of the total lump sum amount. After submission by the Consultant to the Authority of the draft On-Site Condition Assessment Document, payment will be monthly based on the percentage of completion up to 90% of the total lump sum amount. The balance will be paid when the final Condition Assessment Document is submitted to the Authority.

##### **2. Phase 2 – Needs Assessment**

For services described under Section 2A, Phase 2, the Authority shall pay Consultant a lump sum which will include all expense, labor, and cost associated with this phase. Payment will be made monthly based on the percentage of completion up to 70% of the total lump sum amount. After submission by the Consultant to the Authority of the draft Needs Assessment Summary Document, payment will be monthly based on the percentage of completion up to 90% of the total lump sum amount. The balance will be paid when the final Needs Assessment Summary Document is submitted to the Authority.

##### **3. Phase 3 – Conceptual Building and Site Layout**

For services described under Section 2A, Phase 3, the Authority shall pay Consultant a lump sum which will include all expense, labor, and cost associated with this phase. Payment will be made monthly based on the percentage of completion up to 70% of the total lump sum amount. After submission by the Consultant to the Authority of the draft Conceptual Building and Site Layout deliverable package (including schematic design options, alternate location options, recommended expenditures, and schedule with conceptual phasing), payment will be monthly based on the percentage of completion up to 90% of the total lump sum amount. The balance will be paid when the final Conceptual Building and Site Layout deliverable package is submitted to the Authority.

4. **Phase 4 – Comprehensive Facilities Plan Document**

For services described under Section 2A, Phase 4, the Authority shall pay Consultant a lump sum which will include all expense, labor, and cost associated with this phase. Payment will be made monthly based on the percentage of completion up to 70% of the total lump sum amount. After submission by the Consultant to the Authority of the draft Comprehensive Facilities Plan Document, payment will be monthly based on the percentage of completion up to 90% of the total lump sum amount. The balance will be paid when the final Comprehensive Facilities Plan Document is submitted to the Authority.

**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 \$20,000.00.

**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

|  |                    |
|--|--------------------|
| Phase 1 – On-Site Condition Assessment           | \$ 26,822.00       |
| Phase 2 – Needs Assessment                       | \$ 11,235.00       |
| Phase 3 – Conceptual Building and Site Layout    | \$ 33,488.00       |
| Phase 4 – Comprehensive Facilities Plan Document | <u>\$ 6,654.00</u> |
| Total Engineering Cost                           | \$ 78,199.00       |

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 | \$5,000.00           |

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

**CLARK PATTERSON LEE**

By \_\_\_\_\_  
Richard B. Henry III, PE, Senior 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 Richard B. Henry III, PE, to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York, that he is the Senior Vice President of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public