

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

**Contract:** GHD-008 **Project No.:** 201900208

**Project Description:** Van de Water Water Treatment Plant  
Residuals Treatment System Upgrades

**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"/> Department Head             | <u>James F. Kneale</u>    | Date: <u>9-11-19</u>   |
| <input checked="" type="checkbox"/> Risk Manager                | <u>Margaret A. Murphy</u> | Date: <u>9-11-19</u>   |
| <input checked="" type="checkbox"/> Director of Administration  | <u>Savanya Lester</u>     | Date: <u>9/11/2019</u> |
| <input checked="" type="checkbox"/> Executive Engineer/Director | <u>Amself Hall</u>        | Date: <u>9/11/19</u>   |

**APPROVED AS TO FORM:**

- |   |                           |                      |
|---|---------------------------|----------------------|
| <input checked="" type="checkbox"/> Legal | <u>Margaret A. Murphy</u> | Date: <u>9/11/19</u> |
|---|---------------------------|----------------------|

**APPROVED FOR BOARD RESOLUTION:**

- |  |                          |                      |
|--|--------------------------|----------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority | <u>Haven A. Bendygar</u> | Date: <u>9/11/19</u> |
|--|--------------------------|----------------------|

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

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

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





# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

August 13, 2019

To: Terrence D. McCracken, Secretary to the Authority

From: Russell J. Stoll, Executive Engineer *[Signature]*

Subject: Request for Proposals  
Van de Water Water Treatment Plant  
Residuals Treatment System Upgrades  
ECWA Project No. 201900093

The Erie County Water Authority (ECWA) recently issued a Request for Proposal (RFP) to four consulting engineering firms for professional engineering services for the above referenced project.

The Request for Proposals was issued to the following professional engineering firms:

Arcadis  
GHD  
O'Brien & Gere Engineers  
Wendel Companies

This is a single project requiring one consulting engineering firm. All four firms chose to submit a proposal for the above referenced project. The proposals were reviewed and discussed among the engineering staff (Russ Stoll, Len Kowalski, Clayton Johnson, and Michael Wymer). Experience, staffing, scope, and project approach were considered. It was determined that each firm possessed relevant qualifications to perform the work proposed.

Review of the four proposals indicated that each firm provided a technical understanding and approach for the proposed project. In addition, they demonstrated knowledge and experience with similar types of projects.

Our staff review also considered the overall professional services performance of these firms on recent ECWA projects of related scope.

GHD provided an experienced and qualified project team to perform the work related to the residuals treatment system upgrades. They have extensive experience with water treatment plants and solids treatment and disposal projects across New York State. Their approach was thorough and detailed, and they showed an understanding of the necessary project process and work flow. GHD has understanding of ECWA's system and has successfully performed work in the past. Their fee is within a 5-10 percent of the group of the lowest fee proposals and therefore competitive and reasonable.

I am requesting the Board's approval to negotiate with GHD to develop a Professional Services Contract for the referenced project.

RJS:jmf

cc: K.Prendergast  
L.Kowalski  
D.Patton  
L.Lester  
ECWA-922-1901



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

September 11, 2019

To: Terrence D. McCracken, Secretary to the Authority

From: Leonard F. Kowalski, Senior Distribution Engineer

A handwritten signature in blue ink, appearing to be "LFK", is written over the "From:" line.

Subject: Contract GHD-008  
Van de Water Water Treatment Plant  
Residuals Treatment System Upgrades  
ECWA Project No. 2019000208

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The following material is attached:

- Blue Authorization Form for Risk Manager and Legal Department approval. The Blue Authorization Form is requesting Board Authorization to execute the attached Professional Service Contract.
- Professional Service Contract for the above referenced project.
- Copy of Interoffice Memorandum from Russell J. Stoll, Executive Engineer, dated August 13, 2019, detailing recommendations for the contract assignment after review of Request for Proposals (PN 201900093).

The Van de Water Water Treatment Plant residuals treatment equipment is all original and has been in service for approximately forty years. The residuals dewatering equipment is antiquated and does not provide the operational flexibility that the Authority desires. Therefore, the Authority would like to upgrade the existing sludge treatment equipment with new equipment to provide greater reliability, operational flexibility, and redundancy.

The project is budgeted under 1015 Van DeWater Plant, Item 101244. Design will start in 2019 and continue throughout 2020.

LFK:jmf

Attachments

cc: R.Stoll

L.Lester

CONT-GHD-008-1901-011

## **PROFESSIONAL SERVICES CONTRACT**

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

**ERIE COUNTY WATER AUTHORITY**

295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the "Authority", and

**GHD Services**

285 Delaware Avenue, Suite 500  
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:**

**A. PROJECT DESCRIPTION:**

The Van de Water Water Treatment Plant (VDWTP) residuals treatment equipment is all original and has been in service for approximately forty years. The residuals dewatering equipment is antiquated and does not provide the operational flexibility that the Authority desires. Therefore, the Authority would like to upgrade the existing sludge treatment equipment with new equipment to provide greater reliability, operational flexibility, and redundancy.



This project consists of upgrades to the following equipment:

1. Thickener/Clarifier No. 2
2. Sludge Decant Tank
3. Residuals treatment electrical system
4. Floor Drain System within Sludge Building Basement

This project consists of decommissioning and demolition of the existing residuals treatment system not being upgraded, including but not limited to, the following equipment:

1. Reaction Mixer Tank
2. Conditioned Sludge Pumps (Quantity 2)
3. Thickened Sludge Pumps (Quantity 2)
4. Pressure Filter Feed Pumps (Quantity 4)
5. Pressure Filter and Pump Power Packs (Quantity 2)
6. Pressure Filter Power Pack
7. Decant Transfer Pumps (Quantity 2)
8. Lime and Flyash (Precoat) Storage Hoppers/Dust Collectors (located in Plate and Frame Press Room)
9. Liquid Lime Feed System
10. Conditioned Sludge Retention tank
11. Plate and Frame Press Feed Pumps
12. Filtrate Well
13. Neutralization Tank
14. Polymer Aging and Mixing System (Quantity 2)
15. Polymer Metering Pumps (Quantity 2)
16. Precoat Pumps (Quantity 2)
17. Charging Hoppers (Quantity 2)
18. Filtrate Transfer Pumps (Quantity 2)
19. Lime Slaker and Lime Slurry Tank
20. Lime Slurry Feed Pumps (Quantity 3)
21. Vacuum Cleaner System
22. Tubular Bag Separator
23. Air Compressor

This project consists of replacement of the following equipment:

1. Plate and Frame Press with a Belt Filter Press or Centrifuge (to be confirmed by Consultant during preliminary design)
2. Dewatered Sludge Conveyor System with a new conveyor system
3. Coagulation/Sedimentation Blowdown Pumps with new pumps
4. Sludge Transfer Pumps with new pumps
5. Polymer Feed System with a new polymer system
6. Distribution Box with a new distribution structure

7. Single dumpster with a larger dumpster fill area; space to install two dumpsters
8. Residuals Treatment PLC system and reprogramming

As part of this project, the Filtrate and Decant Storage Well shall be cleaned.

In addition the upgrades to the Residuals Treatment System, this project consists of replacing the landscaping along the front (east side) of the VDWTP. Refer to the yellow highlights on Attachment 2 for the general area of the landscaping that is to be replaced. A new landscaping plan shall be reviewed and approved by the Authority during the design phase.

The water fountain and ancillary components shall also be removed and demolished as part of this project. Components of the water fountain system consist of:

1. Exterior fountain and bollards
2. Exterior pavers around fountain
3. 1,000-gal. holding tank
4. Fountain spray pump
5. Fountain pump controls
6. Interior fountain piping

The existing fountain area shall be paved and reconfigured into a parking area.

### **Existing Residuals Dewatering System**

#### **1. Sludge Thickening System**

The VDWTP generates residuals from two process streams: coagulation/sedimentation basin residuals and spent filter backwash water. The current residuals treatment process is operated as a batch process.

Sludge from the coagulation basin sludge draw-off pit is pumped by two progressive cavity coagulation/sedimentation (coag./sed.) basin blowdown pumps to a 245,000-gallon steel Sludge Holding Tank. The VDWTP also has the flexibility to pump coagulation basin sludge directly to the on-site lagoon but it is not typically practiced unless the Sludge Holding Tank is being serviced.

Spent filter backwash water flows by gravity to the 70,000-gallon backwash wastewater wet well and is then pumped by three vertical turbine wastewater pumps to one of two 380,000-gallon steel Equalization Tanks. Under normal operating conditions, only one VFD wastewater pump is operated, the second VFD pump is on standby while the third constant speed pump acts as a redundant backup.



Settled solids from the spent filter backwash water are discharged by gravity to the 245,000-gallon Sludge Holding Tank (same tank used for holding coagulation/sedimentation basin residuals). The combined residuals are typically conveyed to a distribution box upstream of a gravity thickener (Clarifier/Thickener No. 2). A dry polymer feed system feeds polymer at the distribution box is used as a sludge thickening aid.

Clarifier/Thickener No. 2 is 24 ft. in diameter and equipped with 200 square feet (SF) of tube settlers to promote gravity settling. Thickened solids scraped from the bottom of the tank are pumped to the Sludge Decant Tank. The solids content of the Clarifier/Thickener effluent ranges from 2% to 3% solids. Decanted supernatant from the thickener flows by gravity to the Niagara River.

## 2. Sludge Dewatering System

Thickened sludge from the bottom of Clarifier/Thickener No. 2 is pumped by two thickened sludge pumps through the Reaction Mixer Tank to the Sludge Decant Tank, which is currently used as an intermediate holding tank for the Plate and Frame Press. Two conditioned sludge pumps transfer sludge from the Sludge Decant Tank to the Conditioned Sludge Retention Tank. Lime is injected upstream of the Sludge Retention Tank to further condition the sludge. The liquid lime feed system is in operation, to raise the pH of the sludge, whenever there is a press run. From the Conditioned Sludge Tank, piston pumps convey the sludge to the Passavant mechanical plate and frame dewatering press. The operation of the plate and frame press is labor intensive; it takes 4 to 10 hours per run and treats an average sludge inflow of 83 GPM. At the end of each press run an operator must manually scrape the cake on each filter cloth, of the press, into the dewatered sludge hopper located below the press.

The plate and frame press dewater the lime stabilized sludge to an average of 30 to 33% solids. The performance is greatly dependent on the feed sludge solids concentration, the nature of the solids, and prior sludge conditioning; specifically polymer and lime addition.

Filtrate from the plate and frame press is pumped by two filtrate pumps to a neutralization tank, where carbon dioxide (CO<sub>2</sub>) is added to decrease the pH of the filtrate (which is basic due to prior lime addition). The stabilized filtrate flows by gravity to the distribution box, where it is mixed with the coagulation basin and spent filter backwash residuals.

The existing plate and frame press, and belt conveyor have exceeded their useful life and have lost efficiency due to their age and constant wear. The liquid lime feed system was replaced within the last ten years, but it has been a maintenance intensive item for plant operators. It requires significant man-hours and resources to keep the liquid lime feed area clean. In addition, the

total power required for the existing sludge dewatering system at the VDWTP is highly energy intensive. Therefore, the potential exists to replace the existing dewatering system with a more efficient system that requires less chemical and energy usage but also provides increased performance.

### 3. Sludge Disposal

Dewatered sludge is transported from the dewatered sludge hopper by a belt conveyor to one 20-cubic yard dewatered sludge dumpster and subsequently landfilled. According to Plant personnel, the dumpster can hold sludge cake generated by two plate and frame press runs. The disposal room, which houses the conveyor and the sludge dumpster, has limited space available for any additional equipment.

## **B. ENGINEERING SERVICES:**

Consultant shall provide all engineering services necessary to design and install the improvements described in Section A, including, but not limited to, the following:

### 1. Design Report

- a. Review plans, specifications, and other records furnished by the Authority.
- b. Review and verify the recommendations from the VDWTP 2018 Residuals Dewatering and Processing Study.
  - 1) Specifically, confirm whether the Belt Filter Press is the best option, for the Authority, for dewatering sludge.
- c. Project kickoff meeting with Authority personnel
- d. Verify site conditions.
- e. Perform an analysis to determine the needed capacity and size of the new residuals dewatering system.
- f. Perform a hydraulic analysis of the new residuals dewatering system.
- g. Prepare preliminary design documents for the new residuals dewatering system. Preliminary design documents should include:
  - 1) Final design criteria
  - 2) Preliminary drawings
  - 3) Outline specifications
  - 4) Construction sequencing (maintenance of plant operations).
  - 5) Project cost estimates (opinion of probable construction cost) and cash flows
  - 6) Project schedule
  - 7) Project clarification meeting with Authority Personnel



- h. Preparation of an engineering report, including the information listed above.

2. **Design**

- a. Report to the Authority bi-weekly on the progress of the work via email, with the following information:
  - 1) Work performed over the last two weeks.
  - 2) Work scheduled for the next two weeks.
  - 3) Schedule status/deliverable status. Attach an updated project schedule (in Microsoft Project format) identifying all project milestones and current project status.
  - 4) Budget status/percent complete.
  - 5) Input needed from ECWA or others.
  - 6) Other issues/concerns.
  - 7) Scope changes.
- b. Obtain field topographic survey data for the preparation of construction plans required for final design of the project. Survey data is to be according to NAD83 and NGVD29 standards.
- c. Visit the site as needed to assist in preparing the drawings and specifications
- d. Prepare detailed design drawings, specifications and contract documents at 60%, 90%, and 100% design stages. Tasks include, but are not limited to:
  - 1) Meetings with Authority engineers and operators to fully understand the goals of the new residuals treatment system.
    - a) Minimum of three meetings at 60%, 90%, and 100% design
  - 2) Conferences with the Authority, regulatory agencies, etc.
  - 3) Review of available drawings and records furnished by the Authority.
  - 4) Preparation of base drawings in AutoCAD version 2014 from the survey data obtained in the survey phase and the available records furnished by the Authority.
  - 5) Preparation of engineering calculations to support the design of the improvements, including related civil, mechanical, electrical, structural, and architectural features of the project.
  - 6) Submission of the plans to various utility companies and regulatory agencies as required.
  - 7) Preparation of final plans, profiles, and job specific detail drawings that include editing of the

Authority's standard detail drawings where appropriate.

- a) Preparation of a Process Flow schematic for the new residuals treatment system.
- b) Preparation of Process and Instrumentation diagrams for the new residuals treatment system.
- c) Preparation of control descriptions and a new PLC system for the new residuals treatment system.
- d) Preparation of landscaping and planting plans
- 8) Preparation of contract specifications that include editing of the Authority's standard "front end" specifications and standard technical specifications where appropriate and preparation of additional technical specifications as required.
- 9) Obtaining New York State Wage Rates and inserting them into the specifications.
- 10) Preparation of a quantity take-off and opinion of probable construction cost.
- 11) Submission of an engineering report with contract specifications, drawings, application forms and fees to Erie County Health Department for approval.
- e. Furnish to the Authority three (3) sets of review copies of the drawings, specifications and other contract documents, to the Authority during 60%, 90%, and 100% design.
- f. Prepare documentation for compliance with New York State SEQR (Type II actions) and SWPPP.
- g. Provide updates to the VDWTP State Pollutant Discharge Elimination System permit, if required.
- h. Revise the Authority's Standard Operating Procedures (SOPs) for the new residuals treatment system. Revisions shall be done in accordance with the Authority's existing SOP format.
- i. Assist Authority in filing applications for permits with applicable regulatory agencies, having jurisdiction to review and approve the design; assist Authority in consultations with such agencies; and revise the drawings and specifications in response to directives from such agencies, as appropriate. Submit final copies of the revised report, drawings, and specifications to the appropriate regulatory agencies.
- j. Assist Authority in assembling known reports and drawings of existing conditions, and identifying the technical data contained in such reports and drawings upon which bidders may rely.



- k. Prepare a schedule for the project utilizing the Authority's standard format. The project schedule shall be updated as needed.

3. **General Services**

**Bidding Services**

- a. Furnish twenty (20) sets of final construction documents (contract drawings, final specifications, and other documents) required for bidding and construction purposes.
- b. Conduct a pre-bid meeting and distribute minutes, when appropriate.
- c. Prepare and distribute addenda as required to clarify, correct, or change the issued documents.
- d. If the contract documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, prior to award of contracts for the work.
- e. Provide assistance to the Authority in securing bids, tabulating bid results, analyzing bid results, and making recommendations on the award of each construction contract.

**Construction Services**

- a. Conduct a pre-construction meeting and distribute minutes.
- b. Supply an approved contractor's schedule for construction of the project.
- c. Receive, review, and determine the acceptability of any and all schedules that the Contractor is required to submit to Engineer, including: Progress Schedule, Schedule of Submittals, and Schedule of Values.
- d. Provide detailed initial stakeout (once only), including bench marks, reference and axis lines along the routes of the construction or where necessary.
- e. Give consultation and advice to the Authority during construction.
- f. Report to the Authority bi-weekly on the progress of the work via email, with the following information:
  - 1) Summary of the work performed in the previous two-week period.
  - 2) Attach an updated project schedule (in Microsoft Project format) identifying all project milestones and current project status.
  - 3) Forecast of all upcoming work and project costs expected for the project. Identify any contract items which may exceed bid quantities.

- 4) Attach copies of final inspection reports (in .pdf format) for reports in the previous two-week period.
- g. Prepare elementary sketches and supplementary sketches, if required, to resolve actual field conditions encountered.
- h. Interpret contract documents and resolve problems as to amount, quality, acceptability, and fitness.
- i. Review the contractor's submittals of material and/or equipment for compliance with the Consultant's design concept and take appropriate action such as but not limited to: "approved", "approved as corrected", "revise and resubmit"; or "not approved".
- j. Schedule and attend progress meetings.
- k. Report to the Authority monthly on the progress of the work with a written monthly summary including daily inspector reports.
- l. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Contract Documents. Provide recommendations to Authority regarding whether Contractor should correct such Work or remove and replace such Work, or whether Authority should consider accepting such Work as provided in the Contract Documents.
- m. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Authority of such incompatibility, and provide recommendations for addressing such Work.
- n. Clarifications and Interpretations: Accept from Contractor and Authority submittal of all matters in question concerning the requirements of the Contract Documents (requests for information or interpretation - RFIs), or relating to the acceptability of the Work under the Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents.
- o. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.



- p. Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- q. Change Orders: Notify the Authority when a change in the work is proposed which will cause an adjustment in the contract cost. Evaluate whether the proposed change is justified and reasonable, and if necessary prepare change orders, field directives, and make recommendations for approval. Discuss changes in the plans or procedures authorized by the Consultant with the Authority prior to implementation. Obtain approval for all change orders from the Board of Commissioners prior to implementation.
- r. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to the Authority and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Authority regarding engineering or technical matters pertaining to Claims.
- s. Applications for Payment: Based on Engineer's observations and on review of Applications for Payment and accompanying supporting documentation:
  - 1) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Authority, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as

it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents).

- t. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data as required. Receive from Contractor, review, and transmit to Authority the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment.
- u. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Authority and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Authority's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Authority regarding any remaining engineering or technical matters affecting Authority's use or occupancy of the Work following Substantial Completion.
- v. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Authority and Contractor that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- w. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Authority or Contractor, and will not be liable to Authority, Contractor, or others in connection with any proceedings,



interpretations, decisions, or judgments conducted or rendered in good faith.

- x. Check line and grade for preparation of record drawings.
- y. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
  - 1) The Engineer is not responsible for the construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions in connection with the construction work. The Engineer is not responsible for the Contractor's failure to execute the work in accordance with the construction Contract.
  - 2) Notify the Owner of all permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the Owner for its correction and; at the request of the Owner have recommendations implemented by the Contractor.

4. **Resident Inspection**

Upon authorization from the Authority, the Consultant shall complete the following services.

- a. Provide technical inspection of construction by a full-time resident engineer and/or inspectors as required, who will:
  - 1) Inspect all work to determine the progress, quality, quantity and conformance of the work in accordance with contract documents.
  - 2) Notify customers in writing prior to start of construction.
  - 3) Prepare daily inspector reports.
  - 4) Review, verify and approve requests for monthly and final payments to contractors, based on quantities of work put in place.
  - 5) Provide bi-weekly updates summarizing the Resident Inspection costs and projecting future Resident Inspection costs for the duration of the project.

5. **Record Drawings**

Upon authorization from the Authority, the Consultant shall complete the following services.

- a. Provide record drawings, including the basemapping, (on AutoCAD Version 2014) of all completed work according to the latest ECWA As-Built Standards. Update the existing ECWA valve and hydrant details to reflect the completed work. Furnish one set of mylar transparencies

and all AutoCAD files on DVD of these drawings to the Authority.

- b. Provide horizontal and vertical coordinates using survey grade Real Time Kinematic (RTK) GPS with horizontal centimeter level accuracy and best possible vertical precision given the environmental conditions during collection for all mainline valves, hydrants, hydrant valves, permanent blow-offs, and meter pits. Coordinates shall be presented as points within an ESRI geodatabase feature class, or provided in Microsoft Excel, Microsoft Access, or .dbf format. At a minimum, the coordinate file shall contain a Northing, Easting, Elevation, horizontal precision, vertical precision, and Description for each feature.
- c. Record Drawings and coordinates to be based on the NY State Plane Coordinate System – West Zone. Data is to be according to NAD83 and NAVD88 datums. Coordinates shall be provided in Microsoft Excel, Microsoft Access, or .dbf format. At a minimum, the coordinate file shall contain a Northing, Easting, Elevation, and Description for each feature.
- d. Submit two stamped/signed full size sets, AutoCAD files, .pdf version of the drawings and Project Manual (with addenda) and GPS coordinates no later than one month after final payment of the Construction Contract is recommended for approval and in accordance with Authority Standards.

**C. SPECIAL SERVICES**

The Authority may require one or more of the following special services in carrying out the project.

- a. Soils Investigations - including test borings, pavement cores, and the related analysis.
- b. Detailed mill, shop and/or laboratory inspection of materials and equipment.
- c. Land surveys, maps, plates, descriptions and title investigations which may be required to acquire lands, easements, and rights-of-way for the proposed facilities.
- d. Additional copies of reports, contract drawings and documents.
- e. Extra travel and subsistence for the Consultant and his staff beyond that normally required under ordinary circumstances, when authorized by the Authority.
- f. Assistance to the Authority serving as an expert witness in litigation arising from project development or construction.
- g. New York State SEQR (Type I and Unlisted Actions).
- h. Air, water, and/or soil sampling, testing, and/or analysis.



- i. Operation and maintenance manuals.
- j. Start-up services.
- k. Hazardous material testing and assessment.
- l. Wetlands investigations, delineation, and mitigation.
- m. Storm Water Pollution Prevention Plans
- n. Applications for NYSDEC permitting
- o. Laboratory testing, jar testing, and pilot testing performed by consultant.

**3. PAYMENT FOR SERVICES:**

**A.** The Consultant agrees to accept a lump sum payment for all services to be provided herein except for Resident Inspection which shall be paid per the schedule included in paragraph 3.D.2. The methods of payment are as follows.

**1. Design Report**

For services described under Section 2B1, Design Report, the Authority shall pay Consultant a lump sum which will include all expense, labor and cost associated with this task. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.

**2. Design**

For services described under Section 2B2, Design, the Authority shall pay Consultant a lump sum which will include all expense, labor, and cost associated with this task. 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 a draft set of contract documents, payment will be made monthly based on the percentage of completion up to 90% of the total lump sum amount. The balance will be paid when the final contract documents are submitted to the Authority.

**3. General Services**

For services described under Section 2B3, General Services, the Authority shall pay Consultant a lump sum which will include all expense, labor and cost associated with this task. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.

**4. Resident Inspection**

For services described under Section 2B4, Resident Inspection, the Authority shall pay Consultant the payable hourly rates listed under 3D2 and direct non-salary expenses. Overtime premium will be paid at 50% of the Resident Inspectors' direct hourly rate in addition to the payable hourly rate listed under 3D2. Payment for Resident Inspection and expenses will be made monthly.

**5. Record Drawings**

For services described under Section 2B5, Record Drawings, the Authority shall pay Consultant a lump sum which will include all expense, labor and cost associated with this task. 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 draft record drawings, payment will be made monthly based on the percentage of completion up to 90% of the total lump sum amount. The balance will be paid when the final record drawings are submitted to the Authority.

**B. SPECIAL SERVICES**

For services described under Section 2C, 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 \$50,000.00.

**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 Costs:

Design Report	\$42,200.00
Design	\$181,900.00
General Services	\$91,500.00
Record Drawings	\$5,300.00
<b>TOTAL ENGINEERING COST</b>	<b>\$320,900.00</b>

2. Resident Inspection Hourly Rates

	Payable Hourly Rate	Employee Direct Hourly Rate
Project Engineer/Inspector	\$128.00	\$42.60
Construction Engineer/NICET IV	\$160.00	\$53.30

The dollar amount for Estimated Resident inspection is based on the assumption of 1,040 hours of Project Engineer/Inspector Payable Hourly Rate and 100 hours of Construction Engineer/NICET IV Payable Hourly Rate during the duration of the project. Payment will be made for actual hours worked during the duration of construction. Actual hours will vary based on production rates of the Contractor during construction, unforeseen circumstances that develop during construction, and weather conditions.

Estimated Resident Inspection \$149,120.00

**TOTAL NOT TO EXCEED: \$160,000.00**



3. Other Costs:

Mileage	IRS rate
Subcontractor Expenses	Cost plus 5% maximum
All Other Direct Non-Salary Costs	At Cost
Estimated Direct Non-Salary Costs	\$10,500.00

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:** The Consultant shall indemnify the Authority against any and all claims arising from the services performed by the Consultant herein and shall defend and hold harmless the Authority from and against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees based upon or arising out of damage to property or injury to persons or other tortious conduct caused or contributed to it by the Consultant or anyone under its direction or control or on its behalf in the course of its performance under this Agreement. The Consultant further agrees to indemnify, defend and hold harmless the Authority from any and all claims in reference to the services performed by the Consultant hereunder which may infringe on a patent, copyright, trade secret or other proprietary right of any third party.
8. **CONFIDENTIAL INFORMATION:** In order to assist the Consultant in the performance of this Agreement, the Authority may provide the Consultant with confidential information including, but not limited to information relative to the services to be performed. All information received by the Consultant in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, are 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. Consultant may provide such information to its subconsultants for the purpose of performing the services; or disclose such information, with notice to the Authority, if such information is required to be disclosed by law or court order. 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 therefrom 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

**GHD**

By \_\_\_\_\_  
Robert P. Lannon, Jr., 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 Robert P. Lannon, Jr., PE, to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York, that he is the Associate of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

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

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**  
**ERIE COUNTY WATER AUTHORITY**





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
08/28/2019

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> Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Allied World Assurance Company US Inc	
		<b>INSURER B:</b> Zurich American Insurance Company	
		<b>INSURER C:</b> Lexington Insurance Company	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W12407737      **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.

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 type="checkbox"/> LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> OWNED AUTOS ONLY						
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						
	Comp. Ltd: 500						
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						
	Comp. Ltd: 250						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	CLAIMS-MADE						
B	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 <input type="checkbox"/> No						
C	Professional Liability						

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

GHD Project no.: 11199691; ECWA Project No. 201900208, Contract No. GHD-008, Engineering and General Services for upgrades and replacement of the existing Van de Water WTP residuals treatment system.

Contractual Liability is included under General Liability.

**APPROVED SEP 05 2019**

Erie County Water Authority its officers, agents and employees are included as Additional Insureds as respects to

## CERTIFICATE HOLDER

Erie County Water Authority  
 Attn: Anthony Alessi  
 295 Main Street, Suite 350  
 Buffalo, NY 14203

## 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  
*Julia M. Powers*

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 18442163

BATCH: 1345631

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED GHD Consulting Services Inc One Remington Park Drive Cazenovia, NY 13035	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability, Auto Liability and Umbrella/Excess Liability where required by contract or agreement.

General Liability, Auto Liability where required by contract or agreement and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, Umbrella/Excess Liability where required by contract or agreement; Workers Compensation where required by written contract, agreement or permit where permissible by law or statute and Professional Liability.

Umbrella/Excess Liability Follows Form over General Liability, Auto Liability and Employer's Liability.



**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 PART

**SCHEDULE**

**Name of Person or Organization:**

**Where required by written contract**

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

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

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 site 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.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

**Where required by written contract**

**Location And Description of Completed Operations:**

**Where required by written contract**

**Additional Premium:**

N/A

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

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



**POLICY NUMBER: 0310-4497**

**COMMERCIAL GENERAL LIABILITY**

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

## **PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.

## 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**

Where required by written contract 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.



# Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3757423-04	7/1/2019	7/1/2020	7/1/2019		---	---

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

This endorsement modifies Insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

All other terms, conditions, provisions and exclusions of this policy remain the same.

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.



**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

**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US**

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

Policy No: WC 0380936-04

Endorsement No.

Insured: GHD Inc.

Premium \$

Insurance Company: Zurich American Insurance Company

Countersigned By

Lighter Thomas

WC 00 03 13  
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance

# Rating Services

## Allied World Assurance Company (U.S.) Inc.

A.M. Best #: 012525    NAIC #: 19489    FEIN #: 954387273

### Administrative Office

199 Water Street  
New York, NY 10038  
United States

[View Additional Address  
Information](#)

Assigned to  
insurance  
companies



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

**Web:** [www.awac.com](http://www.awac.com)

**Phone:** 646-794-0500

**Fax:** 212-635-5532

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

Based on A.M. Best's analysis, 058364 - Fairfax Financial Holdings Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

### Best's Credit Ratings

#### Financial Strength Rating View Definition

**Rating:** A (Excellent)  
**Affiliation Code:** g (Group)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** February 15, 2019  
**Initial Rating Date:** July 25, 2002

#### Long-Term Issuer Credit Rating View Definition

**Long-Term:** a  
**Outlook:** Stable  
**Action:** Downgraded  
**Effective Date:** February 15, 2019

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.  
**Senior Financial Analyst:** Darian Ryan  
**Director:** Jennifer Marshall, CPCU, ARM  
*Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

#### Disclosure Information

##### Disclosure Information Form

[View A.M. Best's Rating Disclosure Form](#)

##### Press Release

AM Best Downgrades Issuer Credit Ratings,  
Affirms Financial Strength Rating of Allied  
World Assurance Co., Ltd and Its Subs.  
February 15, 2019



# Rating Services

## Zurich American Insurance Company

A.M. Best #: 002563    NAIC #: 16535    FEIN #: 364233459

**Administrative Office**

1299 Zurich Way  
Schaumburg, IL 60196-1056  
United States

[View Additional Address Information](#)

**Web:** [www.zurichna.com](http://www.zurichna.com)

**Phone:** 800-987-3373

**Fax:** 877-962-2567

Assigned to  
insurance  
companies



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

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

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

### Best's Credit Ratings

#### Financial Strength Rating View Definition

**Rating:** A+ (Superior)  
**Affiliation Code:** g (Group)  
**Financial Size** XV (\$2 Billion or  
**Category:** greater)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** September 19, 2018  
**Initial Rating Date:** June 30, 1922

#### Long-Term Issuer Credit Rating View Definition

**Long-Term:** aa-  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** September 19, 2018

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.  
**Financial Analyst:** Lewis DeLosa, CFA  
**Director:** Jennifer Marshall, CPCU, ARM  
*Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

#### Disclosure Information

**Disclosure Information Form**  
[View A.M. Best's Rating Disclosure Form](#)

**Press Release**  
A.M. Best Affirms Credit Ratings of Zurich Insurance Group Ltd and its Main Rated Subsidiaries  
September 19, 2018

# Rating Services

## Lexington Insurance Company

A.M. Best #: 002350    NAIC #: 19437    FEIN #: 251149494

Administrative Office

99 High Street 23rd Floor

Boston, MA 02110

United States

View Additional Address Information

Web: [www.aig.com](http://www.aig.com)  
Phone: 617-330-1100

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

Financial Strength Rating



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

Based on A.M. Best's analysis, 058702 - American International Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

### Best's Credit Ratings

#### Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	p (Pooled)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 12, 2019
Initial Rating Date:	June 30, 1966

#### Long-Term Issuer Credit Rating View Definition

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 12, 2019

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.  
**Senior Financial Analyst:** Gregory Dickerson  
**Senior Director:** Michael J. Lagomarsino, CFA, FRM  
*Note: See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.*

#### Disclosure Information

**Disclosure Information Form**  
[View A.M. Best's Rating Disclosure Form](#)

**Press Release**  
[AM Best Affirms Credit Ratings of American International Group, Inc. and Most Subsidiaries July 12, 2019](#)



STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

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

<b>1a. Legal Name &amp; Address of Insured (Use street address only)</b> GHD Inc. GHD Services Inc. GHD Consulting Services Inc. GHD Consulting Engineers, LLC One Remington Park Drive Cazenovia, NY 13035  <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>  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b> 917814561  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 98-0425935, 15-0430700, 16-1229774
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  Erie County Water Authority 295 Main Street, Suite 350 Buffalo, NY 14203  <b>APPROVED SEP 05 2019</b>	<b>3a. Name of Insurance Carrier</b> Zurich American Insurance Company  <b>3b. Policy Number of entity listed in box "1a"</b> WC0380936 <b>02563 16535 A+XV</b>  <b>3c. Policy effective period</b> 7/1/2019 to 7/1/2020  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> <b>included.</b> (Only check box if all partners/officers included) 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 will also notify the above certificate holder 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.*

**Please Note:** Upon the 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: Leighton Thomas  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Leighton Thomas 6/1/2019  
(Signature) (Date)

Title: Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: \_\_\_\_\_

**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.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

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

<b>1a. Legal Name and Address of Insured (Use street address only)</b> GHD INC. GHD Services Inc. GHD Consulting Services Inc. GHD Consulting Engineers, LLC ONE REMINGTON PARK DRIVE CAZENOVIA, NY 13035  Work Location Of Insured (Only required If coverage Is specifically limited To certain locations In New York State, i.e., a Wrap-Up Policy)	<b>1b. Business Telephone Number Of Insured</b>  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 98-0425935, 15-0430700, 16-1229774
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  Erie County Water Authority 295 Main Street, Suite 350 Buffalo, NY 14203  <b>APPROVED SEP 05 2019</b>	<b>3a. Name of Insurance Carrier</b> WESCO INSURANCE COMPANY  <b>3b. Policy Number of entity listed in box "1a.":</b> 0169021 02468 25011 <b>3c. Policy effective period:</b> 6/18/17 to 12/31/2019 A-XV

**4. Policy covers:**

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law  
b. ☐ Only the following class or classes of the employer's employees:

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

Date Signed 6/18/17 By Kathleen Kalia  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-535-2711 Title Vice President

**IMPORTANT:** If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" 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 Benefits Law with respect to all of his/her employees.

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

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

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



# Rating Services

## Wesco Insurance Company

A.M. Best #: 002468    NAIC #: 25011    FEIN #: 850165753

### Administrative Office

59 Maiden Lane 6th Floor  
New York, NY 10038  
United States

[View Additional Address Information](#)

**Web:** [www.amtrustgroup.com](http://www.amtrustgroup.com)

**Phone:** 212-220-7120

**Fax:** 212-220-7130

Assigned to  
insurance  
companies



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

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

Based on A.M. Best's analysis, 044385 - Evergreen Parent, L.P. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

### Best's Credit Ratings

#### Financial Strength Rating View Definition

**Rating:** A- (Excellent)  
**Affiliation Code:** p (Pooled)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** August 13, 2019  
**Initial Rating Date:** June 30, 1964

#### Long-Term Issuer Credit Rating View Definition

**Long-Term:** a-  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** August 13, 2019

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.  
**Director:** Jennifer Marshall, CPCU, ARM  
**Managing Director:** Anthony Diodato  
*Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

#### Disclosure Information

##### Disclosure Information Form

[View A.M. Best's Rating Disclosure Form](#)

##### Press Release

AM Best Affirms Credit Ratings of AmTrust Financial Services, Inc. and Most Subsidiaries  
August 13, 2019



**Erie County Water Authority Insurance Requirements for Professional Services**

**Project Number:** 201900093 and 201900208

**Contract No.:** GHD-008

**Description:** Engineering and General Services for upgrades and replacement of the existing Van de Water WTP residuals treatment system. The project consists of decommissioning, upgrading, and replacing existing residuals treatment equipment.

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

An X indicates insurance coverage is required.

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

X **Per Policy**

\_\_\_ **Per Project or Job**

\_\_\_ **Per Location**

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

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

**X** **Excess Umbrella Liability Insurance:**

**X** \$1,000,000 in the aggregate

\_\_\_ \$2,000,000 in the aggregate

\_\_\_ \$3,000,000 in the aggregate

\_\_\_ \$4,000,000 in the aggregate

\_\_\_ \$5,000,000 in the aggregate

**X** **Per Policy**

\_\_\_ **Per Project or Job**

\_\_\_ **Per Location**

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

**X** \$1,000,000 in the aggregate

\_\_\_ \$2,000,000 in the aggregate

\_\_\_ \$3,000,000 in the aggregate

\_\_\_ \$4,000,000 in the aggregate

\_\_\_ \$5,000,000 in the aggregate

**X** **Per Policy**

\_\_\_ **Per Project or Job**

\_\_\_ **Per Location**



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

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than "A-" with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name ECWA, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance.

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

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

Certificates of Insurance should be e-mailed to [AALESSI@ECWA.ORG](mailto:AALESSI@ECWA.ORG) or mailed to Mr. Anthony Alessi, ECWA Claims Representative/Risk Manager, Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Mr. Alessi by e-mail or phone (716) 849-8477.

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

## COVERAGES

CERTIFICATE NUMBER:

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.

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

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

Additional Insured on a Primary and non-contributory basis (General and Auto Liability): Erie County Water Authority  
Additional Insured form CG 20 26 or equivalent.

## CERTIFICATE HOLDER

## CANCELLATION

Erie County Water Authority  
295 Main St, Suite 350  
Buffalo, NY 14203

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

Attn: Anthony Alessi



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

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

The forms discussed are:

- 1) Form CE-200- Affidavit of Exemption (obtain at: [www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp))
  - Acceptable proof that the business listed is exempt from providing workers' compensation and/or disability insurance coverage.
- 2) Workers Compensation
  - Form C-105.2: Certificate of Workers Compensation (WC) (Obtain from your insurance agent)
    - All private NYS licensed workers' compensation carriers are required to issue the C-105.2.
  - Form SI- 12: Certificate of WC when self-insured. (Obtain from workers compensation board)
    - Only the Self-Insurance Office of the Workers' Compensation Board issues the SI-12. The Self-Insurance Office can be contacted at **518-402-0247**. **Only one legal name and Federal Employer Identification Number can be listed on each Form SI-12. (Multiple legal entities must not be listed.)**
  - Form GSI- 105.2: Certificate of WC when participating in a group self-insured program.
    - The self-insurance administrator of the group completes the form.
  - Form U-26.3: Certificate of WC
    - Acceptable proof that the business has workers' compensation coverage through the New York State Insurance Fund. Only available through (NYSIF).
- 3) New York State Disability Benefits Law (DBL)
  - Form DB-120.1: Certificate of DBL Insurance (obtain from workers compensation board)
    - The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier. The form can be obtained by contacting the Bureau of Compliance. ([certificates@wcb.state.ny.us](mailto:certificates@wcb.state.ny.us))
  - Form DB-155: Certificate of DBL Self-Insurance
    - The Self-Insurance Office of the Workers' Compensation Board issues the DB-155. The Board's secretary will approve the DB-155. The Self-Insurance Office can be contacted at **518-402-0247**.
- 4) Exemption 1, 2, 3, or 4 Family, Owner Occupied residence (<http://www.wcb.state.ny.us/content/main/forms/bp-1.pdf>)

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





**Workers'  
Compensation  
Board**

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

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b>  <b>Insured Name</b>   <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>  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b>
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  <b>Holder Name</b>	<b>3a. Name of Insurance Carrier</b>  <b>3b. Policy Number of entity listed in box "1a"</b>  <b>3c. Policy effective period</b> _____ to _____ <b>3d. The Proprietor, Partners or Executive Officers are</b> <input 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 up on 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 "1a".

Will the carrier notify the certificate holder within 7 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☐ NO

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

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

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

Approved by:   
(Signature) (Date)

Title: Managing Partner

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

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

## **Workers' Compensation Law**

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

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

# SAMPLE



## Form CE-200



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

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

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

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

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

**Workers' Compensation Exemption Statement:**

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

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

**Disability Benefits Exemption Statement:**

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

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

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

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

CE-200 (Draft 06/02/08)



**Form SI-12**



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



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

**COMPLIANCE WITH DISABILITY BENEFITS LAW**  
(Pursuant To Section 220, subd. 4 of the Disability Benefits Law)

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

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

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

Date:

By: \_\_\_\_\_  
Gina Wagoner  
WC Examiner

DB-135 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION



# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

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

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\*

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

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2058 840-6 UNTIL 05/01/2010, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 05/01/2010 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO BUILDING DEMOLITION.

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

NEW YORK STATE INSURANCE FUND

*John Manetti*

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 107031806

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

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

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

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

*If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.*

**Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.**

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

Certified by: \_\_\_\_\_  
(Signature) (Date)

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



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

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

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

4. Policy provides the following benefits:

☐ A. Both disability and paid family leave benefits.

☐ B. Disability benefits only.

☐ C. Paid family leave benefits only.

5. Policy covers:

☐ A. All of the employer's employees eligible under the New York 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 referenced above.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Insurance carrier's authorized representative or Licensed Insurance Agent of that Insurance carrier)

Telephone Number	Name and Title
------------------	----------------

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

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

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

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

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

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

Telephone Number	Name and Title
------------------	----------------

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



## **Additional Instructions for Form DB-120.1**

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

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

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

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

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

### **DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

#### **§220. Subd. 8**

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

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



# FORM DB-155



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

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



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

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

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

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

Date:

By: \_\_\_\_\_  
Gina Wagoner  
WC Examiner

DB-155 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION



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

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

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

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

I also agree to either:

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

\_\_\_\_\_  
(Signature of Homeowner)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Homeowner's Name Printed)

Home Telephone Number \_\_\_\_\_

Property Address that requires the building permit:

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

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

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

LAWS OF NEW YORK, 1998  
CHAPTER 439

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

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

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

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

## Implementing Section 125 of the General Municipal Law

### 1. General Contractors -- Business Owners and Certain Homeowners

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

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

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

### 2. Owner-occupied Residences

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

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



**STATE OF NEW YORK - WORKERS' COMPENSATION BOARD**  
**ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA**  
**NOTICE OF COMPLIANCE**                      **AVISO DE CUMPLIMIENTO**  
**WORKERS' COMPENSATION LAW**                      **LEY DE COMPENSACION OBRERA**  
**TO EMPLOYEES**                      **A EMPLEADOS**

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

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

**WORKERS' COMPENSATION BOARD OFFICES**

Albany, 12241 - 100 Broadway-Menands - (866) 750-5157  
• Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373  
Binghamton, 113901 - State Office Bldg. - 44 Hawley St. - (866) 802-3604  
Buffalo, 14202 - Statler Tower, 107 Delaware Ave. - (866) 211-0645  
• Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354  
\*Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630  
• New York, 10027 - 215 W. 1125th St., Manhattan - (800)-877-1373  
• Peekskill, 10566 - 41 North Division St. (866) 746-0552  
• Queens, 11432 - 168-46 91st Ave., Jamaica (800) 877-1373  
Rochester, 14614 - 130 Main Street West - (866) 211-0644  
Syracuse, 13203 - 935 James St. - (866) 802-3730

**• DOWNSTATE MAIL ADDRESS**

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

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

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

  
ARY S. WEISS CHAIR/PRESIDENT/ACH

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

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

Name of employer (Nombre del patrono)

*SAMPLE*

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

Policy No. (Poliza No.)

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

PRESCRIBED BY CHAIR  
WORKERS' COMPENSATION BOARD  
STATE OF NEW YORK

www.wcb.state.ny.us

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

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



STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

NOTICE OF COMPLIANCE  
DISABILITY BENEFITS LAW  
TO EMPLOYEES

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

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 -100 Broadway-Menands- (518) 474-6681  
Binghamton, 13901 - State Office Bldg - 44 Hawley St. - (607) 721-8333  
Buffalo, 14203-State Office Bldg -125 Main St - (716) 847-3171  
Hempstead, 11550 -175 Fulton Avenue - (516) 560-7145  
Rochester, 14614 - 130 Main Street West - (716) 248-8100  
Syracuse, 13202 - State Office Bldg.-333 E. Washington St. - (315) 428-4465

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

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

The benefits provided are (Los beneficios provistos son)

<input type="checkbox"/>	Statutory (Estatutarios)	<input type="checkbox"/>	Under a Plan or Agreement (Bajo un Plan o Convenio)
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Class(es) of employees covered (Clasé(s) de empleados amparados)

ALL EMPLOYEES ELIGIBLE UNDER NY DBL

Name of employer (Nombre del Patrón)

SAMPLE

Effective: From ( \_\_\_\_\_ ) To UNTIL CANCELLED  
(En Vigor Desde) (HASTA)  
Policy No \_\_\_\_\_  
(Poliza No.)

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

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

By \_\_\_\_\_

*Robert R. Snashall*

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

**Erie County Water Authority  
ACORD Endorsement Samples**



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

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

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### **SCHEDULE**

**Name of Person or Organization:**

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

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



## **EXHIBIT B**

### **ERIE COUNTY WATER AUTHORITY CONFIDENTIALITY AND COPYRIGHT LICENSING AGREEMENT**

#### **LICENSE:**

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

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

#### **OWNERSHIP:**

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

#### **CONFIDENTIALITY CLAUSE:**

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

#### **COPYRIGHT NOTICE:**

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

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

#### **LIMITATION OF LIABILITY:**

ECWA GIS Basemap Features are compiled to National Map Accuracy Standards for 1"=100' scale mapping by Woolpert, Dayton, Ohio, using Stereo photogrammetric methods from aerial photography dated April, May, and/or November, 1990. The control grid is based on New York

State Plane Coordinates and North American Datum 1983. The parcels are from Erie County Tax Maps which were available in the County Finance office in June of 1993.

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

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

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

**TERMINATION:**

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

**LIQUIDATION OF DAMAGES FOR BREACH OF AGREEMENT:**

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

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

**SPECIFIC TERMS OF ACCEPTANCE:**

This Agreement constitutes the entire agreement between the parties.



## EXHIBIT C

### SECTION 139-L OF THE STATE FINANCE LAW STATEMENT RELATING TO SEXUAL HARASSMENT POLICY

1. "Bidder" has the same meaning as the term, "Offerer," as that term is defined in State Finance Law § 139-k(1)(h), and includes anyone who submits a bid or proposal.
2. Every proposal or bid hereafter made and submitted to the Erie County Water Authority, where competitive bidding or a sealed proposal is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under penalty of perjury:

#### SEXUAL HARASSMENT BIDDING CERTIFICATION

- (a) "By submission of this bid/proposal, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section two hundred one-g of the Labor Law."
3. A bid/proposal shall not be considered for award nor shall any award be made to a Bidder who has not complied with subdivision one of this section; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons therefore.

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid/proposal and execute this statement on sexual harassment; that he is familiar with the statements contained in ¶2(a) of this document, as well as the provisions of State Finance Law §139-L and Labor Law §201-g, and such statements are true and have been complied with by the Bidder.

\_\_\_\_\_  
(Name of Individual, Partnership or Corporation)

By \_\_\_\_\_  
(Person authorized to sign)

(SEAL)