

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

Contract: BC-001 **Project No.:** 202100051
Project Description: Van de Water Raw Water and High Service Pumping
System Improvements

Item Description:







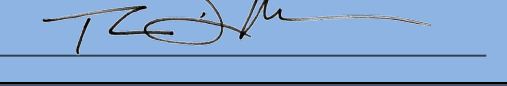
☐ Agreement ☒ Professional Service Contract ☐ Amendment ☐ Change Order
☐ BCD ☐ NYSDOT Agreement ☐ Contract Documents ☐ Addendum
☐ Recommendation for Award of Contract ☐ Recommendation to Reject Bids
☐ Request for Proposals
☐ Other _____

Action Requested:

☒ Board Authorization to Execute ☒ Legal Approval
☐ Board Authorization to Award ☒ Execution by the Chairman
☐ Board Authorization to Advertise for Bids ☐ Execution by the Secretary to the Authority
☐ Board Authorization to Solicit Request for Proposals
☐ Other _____

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Sr. Distribution Engineer		Date: <u>3/16/2021</u>
<input checked="" type="checkbox"/> Chief Operating Officer		Date: <u>3/16/2021</u>
<input checked="" type="checkbox"/> Executive Engineer		Date: <u>03/17/2021</u>
<input checked="" type="checkbox"/> Director of Administration		Date: <u>03/17/2021</u>
<input checked="" type="checkbox"/> Risk Manager		Date: <u>03/16/2021</u>
<input checked="" type="checkbox"/> Chief Financial Officer		Date: <u>03/16/2021</u>
<input checked="" type="checkbox"/> Legal		Date: <u>03/16/2021</u>

APPROVED FOR BOARD RESOLUTION:

☒ Secretary to the Authority  Date: 03/17/21

Remarks: _____

Resolution Date: _____

Item No: _____




ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

March 16, 2021

To: Terrence D. McCracken, Secretary to the Authority

From: William W. Wheeler, Distribution Engineer 

Subject: Contract BC-001
Van de Water Raw Water and High Service Pumping Improvements
ECWA Project No. 202100051

The following material is attached:

- Authorization Form requesting Board Authorization to execute the attached Professional Service Contract with Brown and Caldwell
- Professional Service Contract for the above referenced project with Brown & Caldwell.
- Copy of Interoffice Memorandum from William W. Wheeler, Distribution Engineer, dated February 18, 2021, detailing recommendations for the contract assignment after review of Request for Proposals (PN 202100014).

The Van de Water Water Treatment Plant (VDW WTP) is a conventional water treatment plant with an overall rated capacity of 49.5 million gallons per day (MGD), located at 3750 River Road in Tonawanda. The VDW treatment plant receives flows from the VDW Raw Water Pumping Station (VDW RWPS) located at 3300 River Road, approximately 1.5 miles south of the water treatment plant. This project is to evaluate the performance of the pumping systems at both facilities both at the existing rated capacity of 49.5 MGD, and at a future rated capacity of 82.5 MGD or as determined appropriate based on the final report/recommendations from the Water Demand Analysis by Hazen. The basis of design is scheduled to be completed in 2021. Following the acceptance of the basis of design, a new contract will be developed for the design (2021/2022) and construction (2022/2023).

Budget Information:

Unit 2515 Engr/Const Van de Water
Item No. 101587 Van de Water Improvements

WWW:jmf

Attachments

cc: L.Kowalski

M.Quinn

M.Wymer

D.Patton

L.Lester

CONT-BC-001-2101-X-01




ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

February 18, 2021

To: Terrence D. McCracken, Secretary to the Authority

From: William W. Wheeler, PE, Distribution Engineer 

Subject: Request for Proposals
Van de Water Raw Water and High Service Pumping System Improvements
ECWA Project No. 202100014

The Erie County Water Authority (ECWA) recently issued a Request for Proposal (RFP) for the development of a Basis of Design Report. The Van de Water Water Treatment Plant (VDW WTP) is a conventional water treatment plant with an overall rated capacity of 49.5 million gallons per day (MGD), located at 3750 River Road in Tonawanda. The VDW treatment plant receives flows from the VDW Raw Water Pumping Station (VDW RWPS) located at 3300 River Road, approximately 1.5 miles south of the water treatment plant. This project is to evaluate the pumping systems existing conditions at the overall rated capacity of 49.5 MGD, and the future conditions at an overall rated capacity of 82.5 MGD.

The RFP was issued to five consulting engineers: Arcadis, Barton & Loguidice, Brown & Caldwell, GHD, and Hazen & Sawyer as well as posted to the ECWA Website. Four of the five firms chose to submit proposals for this project, Barton & Loguidice elected to not submit a proposal. This is a single project requiring one consulting firm.

The proposals were reviewed and discussed among the engineering and production staff. Experience, staffing, scope, and project approach were considered. It was determined that each firm possessed the basic relevant qualifications to perform the work proposed.

Brown & Caldwell provided an experienced project team to perform the work and demonstrated direct experience with recent work at similarly sized facilities as well as other facilities of comparable complexity and capacity to the VDW WTP and VDW RWPS. Their team, approach and level of effort showed an understanding of the necessary project process and workflow for all the required tasks in this RFP.

The Engineering Department will move forward with negotiations with Brown & Caldwell to develop a Professional Services Contract for the referenced project.

WWW:jmf

cc: K.Prendergast

R.Stoll

L. Kowalski

M.Quinn

M.Wymer

L.Lester

ECWA-391-2101-X-16

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES**

This Agreement, effective as of March 25, 2021 (“Effective Date”), is by and between

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

BROWN AND CALDWELL

327 West Fayette Street, Suite 409
Syracuse, New York 13202

hereinafter referred to as the “Engineer.”

The Authority project, for which engineering services are to be provided under this Agreement, relates to improvements to the existing Raw Water and High Service pumping systems, at the Van de Water Raw Water Pump Station and Water Treatment Plant (the “Project”).

In consideration of the mutual promises set forth in this Agreement, the Authority and the Engineer agrees as follows:

ARTICLE 1 – THE PROJECT

1.01 The Engineer shall provide engineering services for the Project which consists of the evaluation, design and construction of modifications and improvements to the existing Raw Water and High Service pumping system at the Van de Water Raw Water Pump Station and Treatment Plant. The Engineer shall provide engineering services for the following components which will be included in a single set of design documents to be constructed under this Agreement.

A. Raw Water Pumps: The Engineer will evaluate new and/or rehabilitated pumps, motors and variable frequency drives, at the existing Van de Water Raw Water Pump Station. The Project includes, but is not limited to, the following:

1. Hydraulics:

- a. Review the Water Demand Analysis currently being conducted by another consulting engineer, Hazen, for the Van de Water Treatment Plant, which will define current and future capacity requirements (completion of the analysis is expected in mid-April 2021) (hereinafter, the “Water Demand Analysis”);

- b. Conduct a desktop hydraulic analysis for use in sizing pumps based on Authority provided data, for current capacity of 49.5 MGD and future capacity of 82.5 MGD or as determined appropriate based on the final report/recommendations of the Water Demand Analysis;
- c. Evaluate alternatives and design Raw Water pumps, motors and drives to meet existing capacity of 49.5 MGD and that is expandable to 82.5 MGD or as determined appropriate based on the final report/recommendations of the Water Demand Analysis (i.e.: impeller change, added stage, addition of new pumps, etc.);
- d. Evaluate existing raw water transmission main and future secondary transmission main on selected pumps;
- e. Evaluate surge relief conditions for current capacity of 49.5 MGD and future capacity of 82.5 MGD, or as determined appropriate based on the final report/recommendations of the Water Demand Analysis and design recommendations.

2. Mechanical:

- a. Determine required improvements/modifications and/or removal of piping, valves, pump check valves, and associated mechanical equipment for the rehabilitation, or replacement of the four (4) raw water pumps, based on recommended pump sizes determined as result of hydraulic analysis;
- b. Evaluate and provide recommendations for surge relief system improvements, as required.

3. Structural:

- a. Conduct a structural analysis of existing facility to house the additional VFD equipment;
- b. Prepare a preliminary design of new pump pads and pipe supports, as required.

4. Electrical:

- a. Investigate existing electrical service, its ability to meet the service requirements of the new pumping system, and required electrical rework;

- b. Provide a list of new electrical equipment (power, cable, conduit, etc.) associated with the new pumping systems, including new electrical service if necessary.

5. HVAC:

- a. Investigate the required HVAC improvements (gas unit heaters, exhaust fan components, AC for electrical equipment) associated with the new pumping system. The existing HVAC is currently being evaluated by another consulting engineer, LaBella Associates. The Engineer shall collaborate with the current consulting engineer regarding the new HVAC requirements prior to providing any additional improvements within the BOD.

6. Controls:

- a. Evaluate and provide recommendations for MCC, control logic, and SCADA integration to operate the new pumping system;
- b. Evaluate and provide recommendations for replacement/new instrumentation, including, but not limited to pressure sensors, flow meter, etc.

B. High Service Pumps: The Engineer will evaluate new and/or rehabilitated pumps, motors and variable frequency drives, at the existing Van de Water Plant. This project includes, but is not limited to, the following:

1. Hydraulics:

- a. Review the Water Demand Analysis upon its completion;
- b. Conduct a desktop hydraulic analysis for use in sizing pumps based on Authority provided data, for current capacity of 49.5 MGD and future capacity of 82.5 MGD, or as determined appropriate based on the final report/recommendations of the Water Demand Analysis;
- c. Evaluate alternatives and design High Service pumps, motors and drives to meet existing capacity of 49.5 MGD and that is expandable to 82.5 MGD, or as determined appropriate based on the final report/recommendations of the Water Demand Analysis (i.e.: impeller change, added stage, addition of new pumps, etc.);
- d. Evaluate existing transmission main and future secondary transmission main on selected pumps;

- e. Evaluate surge relief conditions for current capacity of 49.5 MGD and future capacity of 82.5 MGD, or as determined appropriate based on the final report/recommendations of the Water Demand Analysis and design recommendations.

2. Mechanical:

- a. Determine required improvements/modifications and/or removal of piping, valves, pump check valves, and associated mechanical equipment for the rehabilitation, or replacement of the four (4) raw water pumps, based on recommended pump sizes determined as result of hydraulic analysis;
- b. Evaluate and provide recommendations for surge relief system improvements, as required.

3. Structural:

- a. Conduct a structural analysis of existing facility to house the additional VFD equipment;
- b. Prepare a preliminary design of new pump pads and pipe supports, as required.

4. Electrical:

- a. Investigate existing electrical service, its ability to meet the service requirements of the new pumping system, and required electrical rework;
- b. Provide a list of new electrical equipment (power, cable, conduit, etc.) associated with the new pumping systems, including new electrical service if necessary.

5. HVAC:

- a. Investigate the required HVAC improvements (gas unit heaters, exhaust fan components, AC for electrical equipment) associated with the new pumping system. The existing HVAC is currently being evaluated by another consulting engineer, LaBella Associates. The Engineer shall collaborate with the current consulting engineer regarding the new HVAC requirements prior to providing any additional improvements within the BOD.

6. Controls:

- a. Evaluate and provide recommendations for MCC, control logic, and SCADA integration to operate the new pumping system;
- b. Evaluate and provide recommendations for replacement/new instrumentation, including, but not limited to pressure sensors, flow meters, etc.

ARTICLE 2 – COMPLIANCE STANDARDS

2.01 Standard of Performance

- A. ***Standard of Care:*** The Engineer shall be held to the same standard of care applicable to any consultant providing professional engineering and related services. The Engineer shall use the same care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the time and in the same locality.
- B. ***Technical Accuracy:*** The Authority shall not be responsible for discovering deficiencies in the technical accuracy of the Engineer's services. The Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Authority-furnished information.

2.02 Compliance with Laws and Regulations, and Policies and Procedures

- A. The Authority and the Engineer shall comply with all applicable federal, state or local laws and regulations and all applicable Authority policies and procedures.
- B. The Engineer shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority's Request for Proposals, the Engineer submitted and signed Forms A, B, and C, a copy of which is attached to, and incorporated in, this Agreement as Appendix C.
- C. By executing this Agreement, the Engineer affirms under the penalties of perjury that there was no collusion in the proposal submitted to the Authority, upon which forms the basis of this Agreement.
- D. The Engineer shall comply with the provisions of State Finance Law § 139-L of the laws of the State of New York. In response to the Authority's Request for Proposals, the Engineer submitted and signed the Sexual Harassment Bidding Certification, a copy of which is attached to, and incorporated in, this Agreement, as Appendix C.
- E. The Engineer shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.

- F. The Authority shall provide the Engineer in writing any and all Authority policies and procedures applicable to the Engineer's performance of services under this Agreement. The Engineer agrees to comply with such policies and procedures to the extent compliance is not inconsistent with professional practice requirements.
- G. If the Engineer, its employees, agents and/or subcontractors, wish to access any Authority property, they must notify the Authority's Security Officer and provide the following information: (a) government-issued photo identification for all site visitors; (b) a detailed statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority Property without the authorization of the Authority and/or its Security Officer. While on Authority property, the Engineer's employees, representatives and engineers shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

2.03 Health Screening Questionnaire. Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Engineer, its employees, and agents shall comply with all health safety rules and regulations adopted by the State of New York or the Authority including, but not limited to, completing a health screening questionnaire before entering any Authority worksite.

2.04 Unknown Conditions. The Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. The Authority agrees not to make resolution of any dispute with the Engineer for payment on any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

ARTICLE 3 – SCOPE OF SERVICE

3.01 Kick-off Meeting. Prior to rendering any professional services, the Engineer will conduct a kickoff meeting with Authority personnel to take place at the same time as the site walkthroughs referenced in § 3.02 of this Agreement.

3.02 Preliminary Investigation and Due Diligence. The Engineer shall provide all engineering services necessary to design and install the Project improvements including, but not limited to, the following:

A. *Basis of Design ("BOD"):*

1. In contemplation of the basis of design, the Engineer shall:
 - a. Review reports, drawings, specifications, and other records furnished by the Authority.
 - i. Conduct project kick-off meeting with Authority personnel and provide associated meeting minutes. Provide meeting

minutes to the Authority within 5 business days of the meeting date.

- b. Verify site conditions each location.
 - i. Complete a site walkthrough and conduct meetings with operating staff to discuss current operational strategies and challenges.
 - ii. Review applicable operating records.
 - iii. Determine the condition of critical assets and document the need for rehabilitation, remaining life, and required replacement. The elevation of critical assets will be limited to the existing pumping equipment and electrical gear. Condition assessment shall be based on a visual assessment and no field performance testing is anticipated.
 - iv. Specifically note the condition of equipment to remain in relation to the improvements described in § 1.01 of this Agreement.
- c. Identify locations of possible hazardous materials (e.g., lead paint, asbestos, etc.) or concerning environmental conditions, based on known/assumed age and type of construction at each location.
 - i. If material sampling and testing becomes necessary, such sampling and testing would be considered a Special Service, subject to the provisions of paragraph B of this Section.
- d. Prepare preliminary design documents for the pumping systems improvements. Preliminary design documents should include:
 - i. Final design criteria including but not limited to equipment selection, pump capacity, and hydraulic analysis.
 - (a) The hydraulic analysis will be performed based on information and data provided by the Authority for present and future demand conditions as well as the current and future configuration of the transmission mains. The following conditions will apply to the hydraulic analysis:
 - 1. The desktop analysis will include the development of a model (compatible with WaterGEMS) based on the Authority's average day submodel of the transmission main, record drawings, current transmission main

configuration, and future transmission main configuration. The model shall allow for the Engineer to accurately determine the available turndown with existing and candidate pumps.

2. System curves shall be developed and validated against the Authority's SCADA data.

(b) In developing the hydraulic analysis, the Engineer shall be aware of the following:

1. There are no connections to the transmission main from the Raw Water Pumping Station to the Treatment Plant.
2. There are three connections to the transmission main from the Treatment Plant to the Ball Pumping Station. The connections to the transmission mains are located at water storage tanks including the Veterans Tank, Colvin Tank, and Ball Tank.

ii. Preliminary design drawing shall be developed using record drawings of the facilities as the basemap and shall be graphic in nature, fully relay the design intent of the selected alternative and include:

(a) Process Flow Diagram

(b) Process and Instrumentation Drawing

(c) Plan view of the pumping systems improvements

(d) Elevations/Sections/Details required to relay the design intent

iii. Include an equipment/motor list for all electrical equipment and identify code compliance requirements for electrical components.

iv. Include product information including manufacturer's cut sheets, dimensional information, and installation guidance.

v. Include a process control narrative for operation and monitoring of both pumping systems.

vi. List the required technical specifications for final design.

- vii. Describe the construction sequencing (maintenance of pump station and treatment plant operations).
 - viii. State an opinion of probable project costs.
 - ix. Set forth a Project schedule identifying the duration of final design, bid, and construction phases.
- 2. The Engineer shall prepare a draft BOD Report, setting the factors considered by the Engineer including, but not limited to, those specifically identified in paragraph A, subparagraph 1 of this section. The Engineer shall supply the Authority with four (4) copies of the draft BOD Report with supporting documentation, along with a digital .pdf file of the draft BOD Report with supporting documentation.
 - 3. The Engineer shall meet with the Authority to review the draft BOD Report and will incorporate all comments into a final version. The Engineer shall supply the Authority with an electronic (pdf) file and three hard copies of the final BOD Report with supporting documentation, along with a digital .pdf file of the final BOD Report with supporting documentation.
 - 4. The Engineer will conduct at least two (2) review meetings with the Authority. Provide meeting minutes to the Authority within ten (10) calendar days.

B. *Special Services:*

- 1. The Engineer may employ one or more of the following special services in carrying out the Project, subject to the Authority's approval:
 - 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. 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 NGCD29 standards.
 - e. Air, water, and/or soil sampling, testing, and/or analysis;
 - f. Hazardous material testing and assessment;

- g. Wetlands investigations, delineation, and mitigation;
 - h. Technical assistance with operation and maintenance manuals;
 - i. Start-up services relating to equipment to be installed by the contractor;
 - j. Assistance with permit and other applications with the New York State Department of Environmental Conservation (DEC);
 - k. Assistance with grant research, completion of grant applications, and reporting/documentation after award;
 - l. Laboratory testing, jar testing, and pilot testing;
 - m. Extra travel and subsistence for the Engineer and its staff beyond that normally required under ordinary circumstances, when authorized by the Authority;
 - n. Legal services, as deemed necessary and approved by the Authority's General Counsel, for acquiring lands, easements and rights-of-ways or other Project-related services; or
 - o. Other services, as deemed necessary by the Authority's Chief Operating Officer and Chief Financial Officer.
2. **Reliance on Others.** Subject to the standard of care set forth in § 2.01, paragraph A, the Engineer and its special services consultants may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers and the publishers of technical standards.
3. **Expert Witness Assistance.** The Engineer agrees to assist the Authority as an expert witness in litigation arising from the project development and construction, even if such assistance is requested by the Authority after the expiration or termination of this Agreement.

3.03 Service Timeframe. Unless otherwise extended by mutual agreement of the parties, the Engineer will render professional services relating to this Project within the following timeframe:

- A. All services under § 3.02, paragraph A of this Agreement, Basis of Design, shall be completed and delivered to the Authority within 90 days of the issuance of the Authority's notice to proceed. The Basis of Design is complete when the Final Basis of Design Report is submitted to the Authority;

- B. All other services should be completed by the end of the project with an estimated completion date of June 23, 2021.

ARTICLE 4 – PAYMENT OF PROFESSIONAL SERVICES

4.01 Lump Sum Payments: The Engineer agrees to accept a lump sum payment for the following services:

- A. ***Basis of Design:*** For services described under § 3.02, paragraph A of this Agreement, the Authority shall pay Engineer a lump sum which will include all expense, labor and cost associated with this service. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.

4.02 Special Services: For services described under § 3.02, paragraph B of this Agreement, the Authority shall pay the Engineer for special services pre-approved by the Authority's Chief Operating Officer in an amount approved by the Authority's Chief Financial Officer.

- A. When the Engineer is performing the special services described in § 3.02, paragraph B of this Agreement, such services will be billed at the fixed rates included in Appendix A of this Agreement.
- B. When the Engineer obtains special services from a third party, the Engineer will be reimbursed based on the actual invoice cost paid by the Engineer, plus 5%.

4.03 Engineering Cost Schedule:

A. *Engineering Costs:*

1. Lump Sum – Basis of Design Cost	\$49,000.00
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TOTAL LUMP SUM COST:	\$49,000.00
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B. <i>Special Services (not to exceed)</i>	\$20,000.00
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C. *Other Costs:*

1. Estimated Mileage (IRS rate)	\$0.56 / mile
2. Estimated Copy Costs (per copy)	\$0.10 / sheet
3. Prints (per print)	\$1.00 / print
4. Subcontractor Expenses, invoiced as special services	Cost plus 5% maximum
5. Other Direct Non-Salary Costs	At cost

4.04 Audit: The Authority reserves the right to audit the Engineer's records to verify bills submitted and representations made. For this purpose, the Engineer 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 Engineer's final bill to complete its audit. If the audit establishes an overcharge, the Engineer agrees to refund the excess.

ARTICLE 5 – GENERAL PROVISIONS

5.01 Subcontract and Assignments: The Engineer may not subcontract or delegate any of the work, services, and/or other obligations of the Engineer without the express written consent of the Authority's Executive Staff. The Authority and the Engineer bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Engineer shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

5.02 Amendments: Any modification or variation from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

5.03 Right to Terminate: The Authority reserves the right to terminate the Engineer's services at any time, without cause, based on seven (7) days' written notice. The Engineer shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.

5.04 Indemnification:

- A. To the fullest extent permitted by law, the Engineer agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Engineer's performance of professional services provided under this Agreement and those of its subcontractors or anyone for whom the Engineer is legally liable.
- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Engineer harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

5.05 Confidential Information:

- A. To assist the Engineer in the performance of this Agreement, the Authority may provide the Engineer with confidential information including, but not limited to information relative to the services to be performed. All information received by the Engineer in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, are considered confidential. The Engineer shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performance of services including but not limited to information relative to the services to be performed.
- B. The Engineer 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 Engineer shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the Engineer's benefit or for the benefit of others shall be permitted.

- C. In no event is the Engineer authorized to disclose confidential information without the prior written approval of the Authority. The Engineer may provide such information to its subcontractors 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.
- D. The terms of this section shall be binding during and after the expiration or termination of this Agreement.

5.06 Insurance:

- A. The Engineer 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 Appendix B.
- B. The Engineer shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services.
- C. The Engineer shall provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Engineer shall provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.

5.07 Copyrights, Trademarks and Licensing: The Engineer agrees all materials or work produced under this Agreement, whether produced by the Engineer alone or with others, and regardless of whether produced during regular working hours, shall be considered work made for hire and the property of the Authority. The Engineer shall, during and after 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 registered or not.

5.08 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 Engineer 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.

5.09 Conflicts of Interest: The Engineer 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 Engineer from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Engineer 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 being subject to further obligations under its terms, except for the payment of services already rendered by the Engineer. So long as the Engineer reports such a conflict as required by this section, the Engineer will have no further obligations for completing the scope of services under the terms of this Agreement.

5.10 Additional Conditions: The Engineer 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.

5.11 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 subsequent agreement 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 by such agreement.

5.12 Independent Status:

- A. Nothing contained in the Agreement shall be construed to render either the Authority or the Engineer, an owner, member, officer, 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 Engineer shall remain an independent contractor responsible for its own actions. The Engineer is retained by the Authority only for the purpose and to the extent set forth in this Agreement.
- B. The Engineer is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in Article 4.
- C. Neither the Engineer 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.
- D. In providing the services under this Agreement, the Engineer 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 Engineer agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Engineer further represents and warrants that any income accruing to

the Engineer and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

5.13 Doing Business Status: The Engineer represents it is qualified to do business in the State of New York and has registered with the New York Secretary of State.

5.14 Force Majeure: The Engineer shall not be liable to the Authority for any failure to perform the Services if any such failure is caused by forces beyond Engineer's reasonable control, including without limitation, actions or inactions of any governmental agencies, changes in law, strikes, lockouts, or other industrial disturbances, acts or omissions of third-parties, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics, including issues arising out of the COVID-19 pandemic, which may include without limitation, workforce shortages, lack of necessary supplies or Personal Protective Equipment, travel restrictions, and other restrictions resulting from public guidance and emergency orders.

5.15 Gratuities: The Engineer shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Engineer 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.

5.16 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.

ARTICLE 6 – SEVERABILITY

6.01 Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

ARTICLE 7 – TERMINATION

7.01 The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Engineer 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 Engineer in accordance with the written notification terms of this Agreement.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

BROWN AND CALDWELL

By _____
Kenneth W. Bruce, PE, BCEE
Vice President/Managing Director

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2021, 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 Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On the _____ day of _____, in the year 2021, before me personally came Kenneth W. Bruce, PE, BCEE, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York, that he is the Vice President/Managing Director 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

APPENDIX A

FIXED RATES FOR SPECIAL SERVICES

Grade	Hourly Billing Rate
Principal Engineer	\$250.00
Senior Technical Specialist	\$230.00
Senior Manager	\$215.00
Senior Project Manager	\$185.00
Project Engineer II	\$165.00
Project Engineer I	\$150.00
Engineer II	\$140.00
Engineer I	\$130.00
Staff Engineer	\$120.00
Senior Drafter	\$125.00
Drafter/Technician	\$90.00
Senior Admin Assistant	\$105.00
Admin Assistant	\$95.00

APPENDIX B-1

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACT FOR CONSULTING ENGINEERING SERVICES

VAN DE WATER RAW WATER AND HIGH SERVICE PUMPING SYSTEM IMPROVEMENTS

ECWA Project No. 202100051

Insurance Specs:

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

Insurance Requirements:

a. Workers Compensation:

Part 1: Workers Compensation: Statutory

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

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

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

c. Commercial General Liability:

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

d. Automobile Liability:

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

e. Umbrella Liability:

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

f. Professional Liability:

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

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

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

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

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority 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 the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 10 07 04 and CG 20 37 07 04 or equivalent), on the Commercial General, Automobile and Umbrella liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue for a period of two (2) years after substantial completion of the services required under this Agreement.

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

5/31/2021

DATE (MM/DD/YYYY)

3/16/2021

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1387828 BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES AND AFFILIATES 201 NORTH CIVIC DRIVE, SUITE 300 WALNUT CREEK CA 94596	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Company		19682
	INSURER B: Property and Casualty Ins Co of Hartford		34690
	INSURER C: Travelers Property Casualty Co of America		25674
	INSURER D: Lloyds of London		
	INSURER E: Twin City Fire Insurance Company		29459
INSURER F:			

COVERAGES * **CERTIFICATE NUMBER:** 17404257 **REVISION NUMBER:** XXXXXXXX

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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	37CSEQU1172	5/31/2020	5/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	37CSEQU1173	5/31/2020	5/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	ZUP-10R71075	5/31/2020	5/31/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
B E	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 checked="" type="checkbox"/> N	N/A	37WNQU1170 37WBRQU1171	5/31/2020 5/31/2020	5/31/2021 5/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	PROFESSIONAL LIABILITY	N	N	LDUSA2000482	5/31/2020	5/31/2021	\$2,000,000 PER CLAIM & AGGREGATE

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

RE: BC SID 95584 - VAN DE WATER PUMPING SYSTEM IMPROVEMENTS - ECWA PROJECT NO 202100051. ERIE COUNTY WATER AUTHORITY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. RETRO DATE 4/1/1947 APPLIES TO PROFESSIONAL LIABILITY.

APPROVED/MJM**CERTIFICATE HOLDER**

17404257
ERI-23
ERIE COUNTY WATER AUTHORITY
ATTN: MS MOLLY JO MUSARRA, RISK MANAGER
295 MAIN ST, ROOM 350
BUFFALO NY 14203-2494

CANCELLATION See Attachments

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

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Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES
Policy Number: 37CSEQU1172
Policy Term: 5/31/2020 to 5/31/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT -
OPTION II**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Designated Project(s) or Location(s) of Covered Operations:
ALL	ALL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only to the extent that such person or organization is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your acts or omissions or the acts or omissions of those acting on your behalf:
 - a. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
 - b. In connection with your premises owned by or rented to you and shown in the Schedule; or
 - c. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:
 - (1) The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
 - (2) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 1. The acts or omissions of the additional insured in connection with their general supervision of your operations at the projects or locations designated in the Schedule.
- B.** The insurance afforded to these additional insureds applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to the execution of such written contract or written agreement; and
3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

- C. With respect to the insurance afforded to the additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and
2. Supervisory, inspection, architectural or engineering activities.

C. Limits of Insurance

With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 8. How Limits of Insurance Apply To Additional Insureds in **Section III - Limits of Insurance** does not apply.

D. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit

The Duties Condition in **Section IV - Conditions** is replaced by the following and applies to the additional insured shown in the Schedule:

1. Notice Of Occurrence Or Offense

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- d. How, when and where the "occurrence" or offense took place;
- e. The names and addresses of any injured persons and witnesses; and
- f. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. Notice Of Claim

If a claim is made or "suit is brought" against the additional insured, the additional insured must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. Assistance And Cooperation Of The Insured

The additional insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. Obligations At The Additional Insureds Own Cost

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

6. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs 1. and 2. apply to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

- a. The additional insured that is an individual;
- b. Any partner, if the additional insured is a partnership;
- c. Any manager, if the additional insured is a limited liability company;
- d. Any "executive officer" or insurance manager, if the additional insured is a corporation;
- e. Any trustee, if the additional insured is a trust; or
- f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

E. Other Insurance

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition **Section IV - Conditions** is replaced by the following:

1. Primary Insurance

a. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary we will share with all that other insurance by the method described in 3. below.

b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs a. and b. do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in

paragraph 2. below.

2. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

c. Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

d. Premises Rented to You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

e. Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

f. Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

g. Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury Or Property Damage Liability; or

h. When You Are Added As An Additional Insured To Other Insurance

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method of Sharing

If all other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES
Carrier: Hartford Fire Insurance Company
Policy Number: 37CSEQU1172
Policy Term: 5/31/2020 to 5/31/2021

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

8. Transfer of Rights of Recovery Against Others to Us

Waiver of Rights of Recovery (Waiver of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Named Insured: Brown and Caldwell

Carrier: Hartford Fire Insurance Company

Policy Number: 37CSEQU1172

Policy Term: 5/31/2020 to 5/31/2021

Primary and Non-Contributory Policy Language

Section IV – Commercial General Liability Conditions

2. Duties in the Event of Occurrence, Offense, Claim or Suit

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: BROWN AND CALDWELL

Endorsement Effective: 5/31/2020

SCHEDULE

Name of Person(s) or Organization(s):

AS REQUIRED BY WRITTEN CONTRACT

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES
Carrier: Hartford Fire Insurance Company
Policy Number: 37CSEQU1173
Policy Term: 5/31/2020 to 5/31/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

Policy Number: 37CSEQU1173

Term: 5/31/2020 - 5/31/2021

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

Named Insured: BROWN AND CALDWELL
Carrier: Travelers Property Casualty Co of America
Policy Number: ZUP-10R71075

Additional Insured - Umbrella

Insured means each of the following, to the extent set forth;

Any person or organization, other than the Named Insured, included as an additional insured in any Schedule Underlying Insurance but then for no broader coverage than is provided to such person or organization under such Schedule Underlying Insurance.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

M. OTHER INSURANCE

This insurance is excess over an valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and address of Insured (use street address only)</p> <p>Brown and Caldwell And its Wholly Owned Subsidiaries and Affiliates 201 North Civic Drive, #300 Walnut Creek CA 94596</p> <p>Work Location of Insured (<i>Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy</i>)</p>	<p>1b. Business Telephone Number of Insured 925-210-2395</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 45-71091</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 94-1446346</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Erie County Water Authority Attn: Ms Molly Jo Musarra, Risk Manager 295 Main St, Room 350 Buffalo, NY 14203-2494</p>	<p>3a. Name of Insurance Carrier Hartford Accident and Indemnity Co.</p> <p>3b. Policy Number of Entity Listed in Box "1a": 37 WN QU1170</p> <p>3c. Policy effective period: 5/31/20 to 5/31/21</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="checked" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded. </p>

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

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

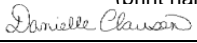
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Worker's 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: Danielle Clausen
(print name of authorized representative or licensed agent of insurance carrier)

Approved by:  03/09/2021
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (866) 467-8730

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.



CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

<p>1a. Legal Name & Address of Insured (use street address only) Brown and Caldwell 5710 Commons PK E Syracuse, New York 13057</p> <p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 925-210-2395</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 94-1446346</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Erie County Water Authority ATTN: Ms Molly Jo Musarra, Risk Manager 295 Main St, Room 350 Buffalo, New York 14203-2494</p>	<p>3a. Name of Insurance Carrier CIGNA LIFE INSURANCE COMPANY OF NEW YORK</p> <p>3b. Policy Number of Entity Listed in Box "1a" NYD067323</p> <p>3c. Policy effective period 01/01/2021 to 01/01/2022</p>

4. Policy provides the following benefits:

☒ A. Both disability and paid family leave benefits.

☐ B. Disability benefits only.

☐ C. Paid family leave benefits only.

5. Policy covers:

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

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

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

Date Signed: March 15, 2021 By: Marceline E. Reilly
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

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

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

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

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

State of New York

Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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



Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

APPENDIX C

RESPONSE TO RFP

STATE FINANCE LAW REQUIRED FORMS

FORM A

Offerer's Affirmation of Understanding of, and Agreement to Comply with, the Permissible Contact Requirements During the Restricted Period

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

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

By:  Date: January 18, 2021

Name: Kenneth W. Bruce, PE, BCEE

Title: Vice President/Managing Director

Contractor Name: Eckenfelder Engineering, PC dba Brown and Caldwell Associates

Contractor Address: 327 West Fayette Street, Suite 409, Syracuse, NY 13202

FORM B

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

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:

I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.

By:  Date: January 18, 2021

Name: Kenneth W. Bruce, PE, BCEE

Title: Vice President/Managing Director

Contractor Name: Eckenfelder Engineering, PC dba Brown and Caldwell Associates

Contractor Address: 327 West Fayette Street, Suite 409, Syracuse, NY 13202

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

The Erie County Water Authority (the “Authority”) is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

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

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

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

FORM C (Continued)**Offerer's Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Eckenfelder Engineering, PC dba Brown and Caldwell AssociatesAddress: 327 West Fayette Street, Suite 409, Syracuse, NY 13202Name and Title of Person Submitting this Form: Kenneth W. Bruce, PE, BCEE, Vice President/Managing DirectorContract Procurement Number: 202100014Date: January 18, 2021

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): ☒ No ☐ Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): ☐ No ☐ Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) ☐ No ☐ Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): **No** Yes

6. If yes, please provide details below.


Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to the Erie County Water Authority with respect to State Finance Law §139-k is complete, true, and accurate.

By:  _____ Date: January 18, 2021
Signature

Name: Kenneth W. Bruce, PE, BCEE

Title: Vice President/Managing Director

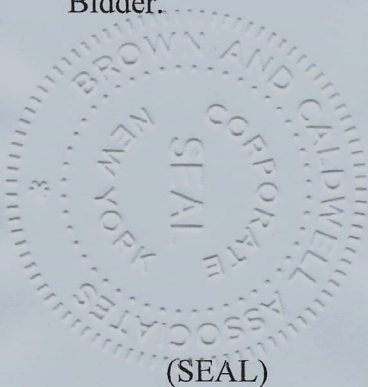
SECTION 139-L OF THE STATE FINANCE LAW
STATEMENT RELATING TO SEXUAL HARASSMENT POLICY

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

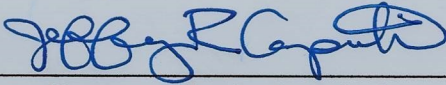
- (a) "By submission of this bid/proposal, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual 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.



Brown and Caldwell Associates

(Name of Individual, Partnership or Corporation)

By 

(Person authorized to sign)