



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

November 3, 2023

To: Terrence D. McCracken, Secretary to the Authority

From: Scott A. Aiple, Electrical Engineer *SAA*

Subject: Contract SEL-001
Real Time Automation Controller (RTAC) Upgrades
To the Sturgeon Point WTP Computer
ECWA Project No. 202300197

The following material is attached:

- Authorization Form requesting Board Authorization to execute the attached Professional Service Contract with SEL Engineering Services, Inc..
- Professional Service Agreement for the above-referenced project.
- Copy of Sole Source Justification form.

The project consists of engineering services to provide functional design documentation for the conversion of the Authority's SEL-3332 Intelligent Server Computer and two SEL-2032 Communications Processors, along with their corresponding Relays and Settings files, at the SPP to SEL-3530 RTAC Configurations. It is a fixed-price agreement to perform the service necessary to upgrade to RTAC.

Budget Information (2023):

Department: 100 – Production

Unit: 1025 - Instrumentation

Item 101626 Capital

This is a multi-year contract for which additional funds will be budgeted in 2024 for the remainder of the project.

LFK:jmf

cc: L.Kowalski, PE

J.Tomaka

L.Lester

M.Wymer, PE

CONT-SEL-001-2301-X-01

SOLE SOURCE JUSTIFICATION

Requisition Item: Sturgeon Point Main Substation Schweitzer Engineering Laboratories (SEL) Protective Relay Communications Upgrade - ECWA PN: 202300197

Purchase Order or Master Purchase Order Number: _____

Prior Purchase Order or Master Purchase Order Number (if item has been approved previously): _____

1. Please describe the item and its function: SEL Communications Devices provide the interface between the SEL Protective Relays and the Plant SCADA System

2. This is a sole source* because:

- ☐ Sole provider of a licensed or patented good or service;
 - ☐ Sole provider of items that are compatible with existing equipment, inventory, systems, programs or services;
 - ☒ Sole provider of goods and services for which the Authority has established a standard**;
 - ☐ Sole provider of factory-authorized warranty service;
 - ☐ Vendor/distributor is a holder of a used item that would represent good value and is advantageous to the Authority (please attach information on market price survey, availability, etc.);
 - ☐ Sole provider of goods or services that will meet the specialized needs of the Authority or perform the intended function (please detail below or in an attachment).
- _____
- _____

3. What necessary features does this vendor provide which are not available from other vendors? Be specific.
Sole Provider of service on equipment for which the Authority has established a Standard

4. What steps were taken to verify that these features are not available elsewhere?

- ☒ Verification from manufacturer of sole source attached (current year).
 - ☐ Other brands/manufacturers were examined (please list phone numbers and names and explain why these were not suitable).
- _____
- _____
- ☐ Other vendors were contacted (please list phone numbers and names and explain why these were not suitable).
- _____
- _____

SUBMIT TO DIRECTOR OF ADMINISTRATION FOR APPROVAL

Buyer's Signature: [Signature]
Buyer's Name SCOTT A APPLE
(Please Print)
Approved: [Signature]
Director of Administration

Date: 7/27/23

Date: 11/3/2023

* Sole Source: Only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

** Procurement of items for which the Authority has established a standard by designating a brand or manufacturer or by pre-approving via a testing, shall be competitively bid if there is more than one vendor of the item.



SEL Engineering Services, Inc.
901 Center Park Drive • Charlotte, NC 28217 USA
Phone: +1.704.504.6823 • Fax: +1.704.504.5969
www.selinc.com • esinfo@selinc.com

July 17, 2023

Scott Aiple - Electrical Engineer
Erie County Water Authority
3030 Union Rd
Buffalo, NY 14227

Subject: Proposal Estimate # 017986.000.00

Dear Mr Aiple,

Thank you for making SEL Engineering Services, Inc. (SEL ES) aware of your plans to upgrade the ECWA STP existing computer to a Real-Time Automation Controller (RTAC). SEL ES envisions a solution that employs three (3) SEL-3530 Configurations to replace the existing SEL-3332 Intelligent server and SEL-2032s.

Because your existing system contains SEL-2032 and SEL-3332 Intelligent servers, it is highly recommended that SEL-3530s are the solution for the upgrade. This will allow a seamless conversion to the new technologies available in the SEL-3530s. Furthermore, it is also recommended that SEL ES perform the conversion upgrades to SEL-3530s as this will include the best quality practices and engineering standards for the SEL-3530 configurations to comply with the existing system.

SEL ES shall assure the following quality items:

- Latest firmware upgrade of the SEL-3530s.
- Best known programming methods for SEL-3530 processor efficiency.
- Compatibility with existing system equipment that the SEL-3530 will integrate with.
- Proper training of the ECWA operation staff on RTAC configuration access, firmware updates for future releases, successful update verifications.
- System health monitoring served to the SCADA client which includes both relays and RTAC statuses.

In addition to the design, development, testing, and commissioning services, SEL ES shall also honor a 1-year service warranty for any defects to configurations or performed services that arise.

I hope you will choose SEL ES as the primary contractor for this scope of work. Upon award, SEL ES will initiate a project kickoff meeting to begin discussions on schedule and planning. As always, we appreciate your confidence in our abilities.

Respectfully,

Kevin Sandore
Specialist V – Automation
SEL Engineering Services, Inc.
901 Center Park Drive
Charlotte, NC 28217

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

Contract: SEL-001 **Project No.:** 202300197
Project Description: Real Time Automation Controller (RTAC) Upgrades to the Sturgeon Point Water Treatment Plant Computer.

Item Description:



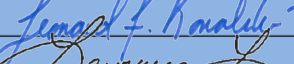




☐ Agreement ☒ Professional Service Contract ☐ Amendment ☐ Change Order
☐ BCD ☐ NYSDOT Agreement ☐ Contract Documents ☐ Addendum
☐ Recommendation for Award of Contract ☐ Recommendation to Reject Bids
☐ Request for Proposals
☐ Other _____

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 Production Engineer		Date: <u>11/6/2023</u>
<input checked="" type="checkbox"/> Chief Operating Officer		Date: <u>11/06/2023</u>
<input checked="" type="checkbox"/> Executive Engineer		Date: <u>11/03/2023</u>
<input checked="" type="checkbox"/> Director of Administration		Date: <u>11/6/2023</u>
<input checked="" type="checkbox"/> Risk Manager		Date: <u>11/3/2023</u>
<input checked="" type="checkbox"/> Chief Financial Officer		Date: <u>11/06/2023</u>
<input checked="" type="checkbox"/> Legal		Date: <u>11/3/23</u>

APPROVED FOR BOARD RESOLUTION:

☒ Secretary to the Authority  Date: 11/7/2023

Remarks: Sole Source

Resolution Date: _____

Item No: _____

REAL TIME AUTOMATION CONTROLLER UPGRADE AGREEMENT

This Agreement, effective November 16, 2023 (“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

SEL ENGINEERING SERVICES, INC.

901 Center Park Driver
Charlotte, North Carolina 28217

hereinafter referred to as “SEL ES.”

The Authority seeks to enter into a contract with SEL ES to provide real time automation controller (“RTAC”) upgrades to the Sturgeon Point Water Treatment Plant (“SPP”) computer upon the terms and conditions stated in this Agreement.

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

ARTICLE 1 – THE PROCUREMENT

1.01 SEL ES agrees to provide functional design documentation for the conversion of the Authority’s SEL-3332 Intelligent Server Computer and two SEL-2032 Communications Processors, along with their corresponding Relays and Settings files, at the SPP to SEL-3530 RTAC Configurations.

1.02 SEL ES has submitted to the Authority a Proposal (“Proposal”) setting forth proposed terms and conditions for a fixed-price agreement to perform the service necessary to upgrade to RTAC. A copy of the Proposal is attached and incorporated into this Agreement as Appendix A.

1.03 As part of its Proposal, SEL incorporates its Standard Terms and Conditions (“Standard Terms and Conditions”). The Standard Terms and Conditions are attached to and incorporated in this Agreement as Appendix B.

ARTICLE 2 – SCOPE OF SERVICE

2.01 SEL ES agrees to provide the Authority with services set forth in the Scope of Services section of the Proposal.

2.02 SEL ES agrees to provide the Authority with a schedule, for approval to complete the services set forth in the Scope of Services section of the Proposal.

ARTICLE 3 – PAYMENT FOR SERVICES

3.01 SEL ES agrees to provide RTAC upgrades as set for in Article 2 of this Agreement for a total price of \$79,820, payable at the following milestones:

1. Upon receipt of Purchase Order and Kickoff Meeting.....\$20,000.00
2. Upon Completion of Settings Development.....\$35,462.00
3. Upon Completion of Commissioning.....\$24,358.00

3.02 SEL ES agrees to invoice the Authority at the time of each milestone set forth in paragraph 3.01 of this Article. All payments are due net thirty (30) days from the invoice date in United States Dollars. All invoices shall be emailed to accountspayable@ecwa.org.

3.03 SEL ES agrees to delete the following language from the Prices, Taxes and Payment Terms provision of the Standard Terms and Conditions:

SEL may suspend work or cancel any outstanding order if Customer fails to make a payment when due and until such payment is made may impose a late charge of 1.5% per month or the highest applicable rater allowed by law on all amounts not paid when due. SEL shall not be liable for any liquidated damages if SEL suspends work due to the Customer's late payment or credit issues. If an order is cancelled because of credit issues or late payments, SEL shall be entitled to receive payment of all outstanding invoices, any actual costs incurred to date, and a 20% cancellation fee on the remaining unbilled balance ("Cancellation Charges").

SEL ES agrees to replace the above language with the following:

SEL may suspend work or cancel any outstanding order if Customer fails to make a payment when due. SEL shall not be liable for any liquidated damages if SEL suspends work due to the Customer's late payment or credit issues. If an order is cancelled because of credit issues or late payments, SEL shall be entitled to receive payment of all outstanding invoices, and any actual costs incurred to date.

3.04 The Authority is exempt from taxation. Provided that the Authority provides SEL ES with exemption documentation acceptable to the taxing authorities involved, SEL ES shall not invoice the Authority for any state or local excise, sales, use, freight or transport or any other form of tax unless the laws of the State of New York specifically levies such tax on a public benefit corporation.

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

ARTICLE 4 – STANDARD TERMS AND CONDITIONS

4.01 The Authority accepts and agrees to the Standard Terms and Conditions proposed by SEL ES as part of its Proposal, subject to the modifications contained in this Agreement at paragraphs 3.03, 3.04, 4.02, 4.03, 5.03, and 5.05.

4.02 SEL ES agrees to delete the following language from the Changes and Delays provision of the Standard Terms and Conditions:

Any such order delayed beyond a reasonable period (as determined by SEL's sole discretion) shall be treated as a Customer termination, and Customer shall be responsible for payment of all outstanding invoices, any actual costs incurred up to the date of termination and a 20% cancellation fee on the remaining unbilled balance.

SEL ES agrees to replace the above language with the following:

Any such order delayed beyond 120 days shall be treated as a Customer termination, and Customer shall be responsible for payment of all outstanding invoices, and any actual costs incurred up to the date of termination.

4.03 SEL ES agrees the Dispute Resolution provision of the Standard Terms and Conditions shall be modified so that the State of Washington is deleted and replaced with the State of New York.

ARTICLE 5 – OTHER SUPPLEMENTAL PROVISIONS

5.01 **Subcontract and Assignments:** SEL ES may not subcontract or delegate any of the obligations of SEL ES without the express written consent of the Authority's Executive Staff. The Authority and SEL ES bind themselves and their successors, administrators and assigns to the terms of this Agreement. SEL ES 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 **Insurance:**

- A. SEL ES shall secure and maintain such insurance as set forth in the amounts indicated on Appendix C.
- B. SEL ES shall provide Certificates of Insurance certifying the coverage required by this provision.
- C. SEL ES 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.

5.04 Access to Authorities Property: Before SEL ES may be given access to any Authority property, it must notify the Authority's Security Officer and provide the following information prior to a field visit: (a) government-issued photo identification for all site visitors; (b) a 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.

5.05 Right to Terminate: Either party reserves the right to terminate services of SEL ES at any time, without cause, based on seven (7) days' written notice. SEL ES shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs. In the event of such termination, Customer shall pay SEL ES for all work completed and applicable expenses incurred prior to the effective date of termination.

5.06 Compliance: The Authority and SEL ES shall comply with all applicable federal, state or local laws and regulations and all applicable Authority policies and procedures provided to SEL ES in advance. SEL ES shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. By executing this Agreement, SEL ES affirms under penalty of perjury that there was no collusion in the proposal submitted to the Authority, upon which forms the basis of this Agreement.

5.07 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.

5.08 Independent Status: Nothing contained in the Agreement shall be construed to render either the Authority or SEL ES, 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 SEL ES shall remain an independent contractor responsible for its own actions. SEL ES is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

5.09 Doing Business Status: SEL ES represents it is qualified to do business in the State of New York and has registered with the New York Secretary of State.

5.10 Gratuities, Illegal or Improper Schemes:

- A. SEL ES 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.
- B. SEL ES 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.
- C. The Authority may terminate this Agreement or any purchase order, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a SEL ES, its agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this Agreement or the performance of the Agreement or purchase order.
- D. The Authority may also terminate this Agreement or purchase order if it is determined that SEL ES engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the contract award process or the performance of the Agreement or purchase order. If it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the Agreement or purchase order and/or exercise any other remedy available to it under existing law.

5.11 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 – DURATION

7.01 This Agreement shall remain in effect for a three-year period as measured by the Effective Date of this Agreement and may be extended by the mutual consent of both parties.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

SEL ENGINEERING SERVICES, INC.

By _____

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of November, in the year 2023, 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

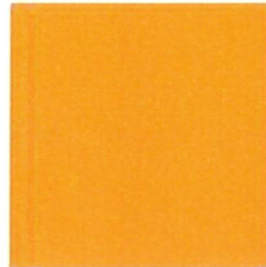
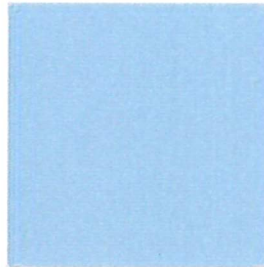
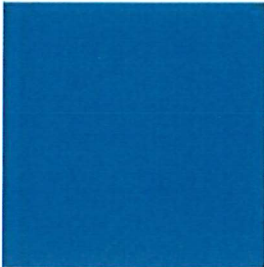
STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, in the year 2023, before me personally came, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, _____, that he/she is the _____ of the Corporation described in the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

Notary Public

APPENDIX A

PROPOSAL



Proposal for ECWA, Erie County Water Authority

Erie County Water – RTAC Upgrade

SEL ES Project #: 017986.000.00

(Rev. 3)

Submitted: 17 July 2023

Eric County Water Authority Contact Information

Scott Aiple
Electrical Engineer
Erie County Water Authority
3030 Union Rd
Buffalo, NY 14227
Cell: 716.685.8225
Email: saiple@ecwa.org

SEL ES Contact Information

SEL Engineering Services, Inc.
901 Center Park Drive
Charlotte, NC 28217
USA
Phone: 704.504.4144
Fax: 509.336.7178

Kevin Sandore
Specialist V – Automation
SEL Engineering Services, Inc.
901 Center Park Drive
Charlotte, NC 28217
Office: 704.504.4132
Cell: 704.591.2653
Fax: 509.336.7178
Email: kevin_sandore@selinc.com

Derek Conner, P.E.
Senior Engineering Manager | Charlotte
SEL Engineering Services, Inc.
901 Center Park Drive
Charlotte, NC 28217
Office: 704.504.4134
Fax: 509.336.7178
Email: derek_conner@selinc.com

Sales Representative Contact Information

Scott Scharett
Sales Representative
RSI Sales, LLC
Cell: 315.567.9095
Email: scott.scharett@rsi-sales.com

Document Revision Table

Rev.	Issue Date	Notes
1	06/28/2023	Renew SEL ES Proposal with 2023 Rates and Relay Counts
2	06/30/2023	Update quote to include initial visit and firmware upgrades.
3	07/05/2023	Update contact address and scope descriptions to include compliance of ES Standards

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1 Scope of Services

Scott Aiple at Erie County Water Authority (ECWA) has an interest in upgrading ECWA STP existing computer to a Real-Time Automation Controller (RTAC).

Currently, the facility has an outdated SEL-3332 Intelligent Server Computer utilizing approximately twelve (12) Serial Connections to twelve (12) SEL Relays, and two (2) SEL-2030 Communications Processors serially connected to six (6) SEL Relays each. SEL Engineering Services (SEL ES) will convert SEL-3332 and SEL-2032 Settings Files to SEL-3530 RTAC Configurations. Then SEL ES will travel onsite to commission the RTAC Settings and train the ECWA Operators.

The following scope of services is quoted to be performed by SEL ES and will include the SEL ES Service Warranty. This will ensure the quality and engineering standards of the upgrade will comply with the latest firmware, best known methods, and compatibility with existing equipment for integration.

Service Description	Price (USD)
Initial Settings Read <ul style="list-style-type: none">The existing SEL-3332 and SEL-2032 Settings Files will be a pre-requisite for development of the RTAC Configurations. SEL ES will send one (1) Engineer onsite for one (1) day to read the as-found settings configurations	\$6,468.00
Design / Development / Testing <ul style="list-style-type: none">SEL ES will provide functional design documentation for the conversion of the SEL-3332 and SEL-2032s to RTACs. This will include:<ul style="list-style-type: none">Network Communication Settings ListCommunication Data Flow Diagram including satellite time synchronization and distribution from the SEL-2407 IRIG ClockSEL-3332 Subnet Substation Configuration to RTAC Conversion Point ListSEL-2032 Configuration to RTAC Conversion Point ListSEL ES will develop and test three (3) SEL-3530 ConfigurationsSEL ES will incorporate relay health status into the Point List and serve these data points to the client	\$48,994.00
Commissioning / Training <ul style="list-style-type: none">SEL ES will provide one (1) Engineer for one (1) week of commissioning and onsite training. This will include:<ul style="list-style-type: none">Commissioning Checkout ProcedureTraining Manual	\$24,358.00
Total	\$79,820.00

All quoted prices are exclusive of any sales, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

1.1 Deliverables to Customer

1.1.1 Documentation

SEL ES will provide the following documentation to the Customer:

- Network Communication Settings List
- Communication Data Flow Diagram including Satellite Time Synchronization and Distribution from the SEL-2407 IRIG Clock
- SEL-3332 Subnet Substation Configuration to RTAC Conversion Point List
- SEL-2032 Configuration to RTAC Conversion Point List
- SEL-3530 Settings Files
- Commissioning Procedure
- Training Manual

1.2 Deliverables to SEL ES

The Customer will provide the following items to SEL ES:

- As-found SEL-3332 Intelligent Server Settings File
- As-found SEL-2032 Communications Processor Settings Files

1.3 Change in Scope

In the event of a change in scope, the contract amount and schedule shall be equitably adjusted. The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL ES will identify any budget or schedule impact and submit it for approval. SEL ES will proceed with the work as soon as SEL ES receives written approval, in accordance with established contract provisions.

2 Payment and Work Schedule

2.1 Purchase Order Instructions

We request that the Customer consider the following when issuing a Purchase Order (P.O.). This will ensure that SEL ES, Inc. is able to accept the P.O. and the project team is able to provide a timely commitment to the project schedule.

Purchase Order must be made out to SEL Engineering Services, Inc. SEL Engineering Services, Inc. represents the services and solutions provider division of Schweitzer Engineering Laboratories, Inc. (SEL):

- Purchase Order must reference SEL standard Terms and Conditions (T&Cs), or previously agreed contract T&Cs
- Purchase amount must be for full amount of proposed project plus any selected options
- Purchase Order can be issued to the contact(s) listed in the SEL ES Contact Information section in this proposal

2.2 Payment Milestones

Milestone Activity	Price (USD)
1. Receipt of Purchase Order and Customer Kickoff Meeting	\$20,000.00
2. Completion of Settings Development	\$35,462.00
3. Completion of Commissioning	\$24,358.00
Total	\$79,820.00

All quoted prices are exclusive of any sales, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

Unless indicated otherwise in this proposal, the price does not include the cost of any payment, performance, and/or warranty security instrument.

This proposal is valid for 60 days. SEL ES reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.

2.3 Payment and Credit Terms

If your company does not have established credit terms sufficient to cover this purchase, SEL ES reserves the right to require any of the following: credit information, prepayment, letter of credit, or progress payments prior to acceptance.

Work cannot be initiated until adequate credit terms have been established.

Payment Terms: Net 30 days after date of invoice.

2.4 Schedule

Failure to supply requested information in a timely manner will affect the schedule and will subject the Customer to additional charges as set forth in Section 1.3. If a project is delayed or suspended, the revised project schedule will be based on present workload and staff availability.

Proposed schedules are based on present workloads and, if applicable, material and equipment deliveries. The schedule may change depending upon the start date and the impact of work that may be awarded to SEL ES between the date of this proposal and the date of the award.

Schedule is subject to acceptable payment and credit terms.

The schedule will be equitably adjusted in the event of changes in scope or in the event of delays attributable to the Customer or Customer's separate contractors, unforeseen conditions, or causes beyond the control of SEL ES.

2.5 Work Suspension

2.5.1 Demobilization and Remobilization

In the event that a delay involves a demobilization and remobilization, whether the same is due to a Customer request, a lack of information, Customer has been unresponsive for 30 days, or otherwise, SEL ES will charge and the Customer agrees to pay the greater of \$1,000 or 5% of the contract value to demobilize from the Project.

After the Project has been demobilized, SEL ES will charge and the Customer agrees to pay 2% of the contract value to remobilize the project per Customer directive and per a mutually approved schedule. If a project is remobilized, the revised project schedule will be based on present workload and staff availability.

2.5.2 Suspension of Work

Any Project delayed or demobilized beyond a reasonable period (as determined in SEL's sole discretion and including, but not limited to, the Customer being unresponsive for 30 days or the project being suspended for a period of 180 days or more) shall be treated as terminated by Customer and Customer shall be responsible for payment of all outstanding invoices, any actual costs incurred up to the date of termination, and a 20% cancellation fee on the remaining unbilled balance.

3 Clarifications and Exceptions

SEL ES developed the scope of work, schedule, and price based on the information provided to us as listed in this proposal. Should additional or changed work be required, including such work resulting from unusual conditions or for any other reasons that are not evident from the information provided, changes to the price or schedule may result.

SEL ES will assign a project manager to the project. The project manager will oversee and maintain the schedule within SEL ES. The project manager will also be the point of contact with the Customer in order to maintain a smooth flow of information.

For safety reasons, SEL ES service personnel will not plan to work more than 10 hours per day. Should job requirements dictate work hours in excess of 10 hours per day, SEL ES and the Customer must review the requirements and agree on an appropriate plan that addresses safety concerns and the reasonableness of the hardship that the excessive hours place on SEL ES personnel.

3.1 Clarifications

- As-read settings files from the SEL-3332 and SEL-2032 are a requirement before starting the design deliverables
- Onsite travel and works days are quoted as Monday – Friday. Saturday, Sunday, and Holiday travel and workdays are not included in this quote

3.2 Exceptions

- An alternative to SEL ES travelling to site for settings read, would be for the Customer to send these files after the kickoff meeting

3.3 Cybersecurity – Project Passwords

To maintain security during the processes of engineering, fabrication, factory tests, shipment, delivery, onsite testing, and commissioning, the electronic devices in this system are assigned project passwords. They are specific to this project and are controlled at SEL ES on a strict need-to-know basis.

As part of the final deliverables from SEL ES, the Customer will receive documentation identifying the project passwords in each of the delivered products. SEL ES recommends that the Customer change the project passwords to Customer-defined passwords upon receipt of their products.

SEL ES policy is to change passwords; however, SEL ES will follow the Customer policy regarding passwords as advised.

4 SEL ES Safety

4.1 Safety

SEL ES project procedures are designed to highlight human performance improvement (HPI) error precursors and implement tools to place barriers against hazards encountered in engineering work and in the field. HPI tools that are built into the daily work of SEL ES engineers include, but are not limited to:

- Peer-check requirements
- Questioning attitude
- Stop work
- Policy adherence
- Effective communication strategies
- Documentation of good catches and near misses
- Participation in surveys and questionnaires to obtain feedback

A dedicated change manager leads the team through cause analysis to address issues.

The safety program is comprised of four mandatory parts, as described in the following subsections.

4.1.1 SQEW Training

Employees shall complete SEL Qualified Electrical Worker (SQEW) training to work in the field. The two-day course is comprised of section competencies measured through quizzes. The second day, employees collaborate, respond to real-life scenarios encountered in the field, and teach the class their evaluation. SQEW training covers:

- National Fire Protection Association (NFPA) 70E®
- Shock and arc-flash hazards and approach boundaries
- Risk assessment
- HPI tools and applications
- Personal protective equipment (PPE), in accordance with the Occupational Safety and Health Administration (OSHA) and NFPA 70E
- Substation equipment, entry, and protocols
- Step and touch potential
- Control of hazardous energy (lockout/tagout)
- Electrically safe work conditions
- Situational awareness

- Project Safety Plan
- Daily Tailboard
- Energized Electrical Work Permit
- Stop Work Procedure
- Other electrical safety topics

4.1.2 Commissioning Qualification

SEL ES employees are required to successfully complete a three-tiered qualification program. The employee shall understand and demonstrate knowledge in each competency in the qualification document through questions, simulation, and hands-on performance.

4.1.3 SEL Field Safety Manual Training

The scope includes all SEL employees who visit customers' sites to perform work in which the job may expose them to physical, mechanical, electrical, chemical, or radiological hazards. SEL ES complies with all local, state, and federal laws, as well as with other regulations relative to the methods of performing work. The contents meet or exceed the requirements of OSHA regulations and NFPA 70E.

4.1.4 Event Reporting and Investigation

SEL ES has a robust event reporting and investigation program to collect safety data from employees when hazards or potential hazards are encountered while working. The goal is to proactively educate employees, create awareness, and put barriers against hazards in place to improve safety performance. A communication program provides information to employees regarding the good catch/near miss and allows discussion as to why they are important to safety performance.

5 Project Quality Plan

SEL maintains a documented quality system that meets the requirements of ISO 9001.

SEL ES strives to design, develop, and deliver dependable, quality solutions that exceed Customer expectations by applying the example SEL ES Project Procedure illustrated in Figure 1. The procedure and subordinate work instructions encompass a sequential, phase-gate design process that is tailored to the specific scope of the project. The primary goal is to design in quality from the beginning of the project. Time spent early on to ensure that customer project requirements and the design basis are correct saves time and effort in later phases for the customer, the project team, and others involved.

The SEL ES Project Procedure for a typical project has phases for planning, definition, development, testing/validation, commissioning, and close out. Detailed design reviews of requirements and deliverables by competent technical reviewers from SEL ES authorized reviewer lists ensure the quality of deliverables. Testing and validation processes prove the performance of the solution for the customer's application.

The customer has an important role in the process. Throughout the project, SEL ES will communicate project status and provide opportunities to define requirements, review deliverables, and provide feedback on SEL ES performance. Additionally, when customers define hold/witness points or approval requirements, SEL ES will include the requirements in its detailed project plans to guarantee compliance.

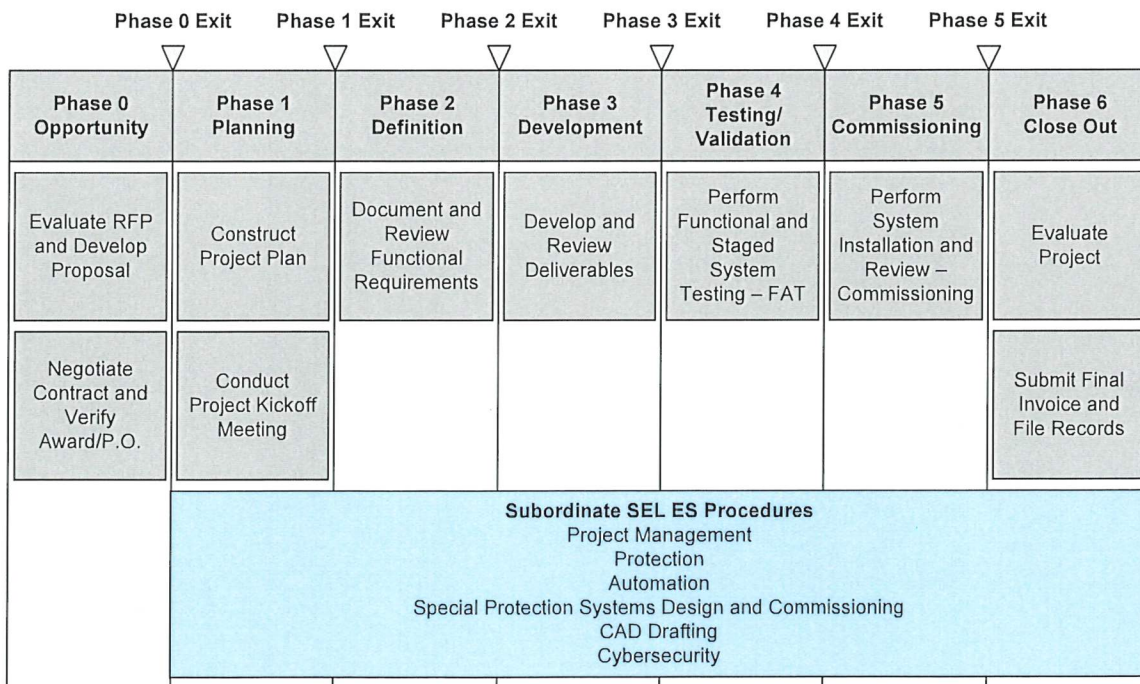


Figure 1: Example SEL ES Project Procedure Diagram

APPENDIX B

STANDARD TERMS AND CONDITIONS

6 SEL ES Terms and Conditions

To accept this proposal and attached terms, please return this sheet, signed and dated. All purchase orders shall be issued to **SEL Engineering Services, Inc.**

Erie County Water Authority ("Customer")

SEL Engineering Services, Inc. ("SEL ES")

3030 Union Rd

901 Center Park Drive

Buffalo, NY 14227

Charlotte, NC 28217

USA

USA

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contract Information (to be completed by client):

Contract Amount: \$ _____

Client PO/

Reference/Contract#: _____

Ship to Address: _____

Bill to Street Address: _____

Bill to Email Address: _____

1. Applicable Terms and Conditions. These terms and conditions ("Terms") and the SEL Proposal constitute the entire agreement between Customer and SEL Engineering Services, Inc. ("SEL") with respect to the Project. "Project" means the project described in the attached Proposal. These Terms supersede any prior or contemporaneous, verbal or written, agreements, negotiations, commitments, representations, or correspondence between the parties, including any terms and conditions on any purchase order form. All sales are expressly limited to these Terms and are conditional on Customer's assent to these Terms. SEL hereby expressly rejects any representation, express or implied warranty, course of performance or dealing, trade usage or any different or additional terms and conditions not set forth herein unless expressly agreed to in writing and signed by an authorized officer of SEL. Any Schweitzer Engineering Laboratories, Inc. ("SEL, Inc.") products purchased in conjunction with the Project shall be subject to the then-current SEL, Inc. product sales terms, which are available at SEL's website at www.selinc.com/termsandconditions/unitedstates and incorporated herein by reference. Training provided by SEL University is governed by the SEL University Terms and Conditions posted on SEL's website at www.selinc.com/termsandconditions/seluniversity/.

2. SEL Responsibilities. SEL shall furnish the necessary engineers and technicians to provide the engineering services set forth in the Scope of Services. The professional obligations of SEL's design professionals shall be undertaken and performed in the interest and on behalf of SEL in accordance with applicable laws and regulations governing such design professionals and generally accepted engineering practices prevailing in the jurisdiction where the Project is located. Nothing contained in these Terms shall create any professional obligation or contractual relationship between the individual professionals and Customer. SEL shall assist Customer in obtaining any necessary approvals of professionally-sealed drawings, and shall assist Customer in obtaining necessary approvals from governmental authorities having jurisdiction over the Project.

3. Customer Responsibilities. Customer shall provide SEL with full information regarding the requirements for the Project, and SEL shall be entitled to rely on such information. Any tests, data of any kind or reports of Customer's other consultants or independent contractors shall be furnished with reasonable promptness and SEL shall be entitled to rely upon their sufficiency, accuracy, and completeness without further inquiry. Customer shall provide all information requested by SEL relating to the Project expeditiously and shall render decisions pertaining thereto in order to avoid delay in the orderly progress of the design and construction of the Project. Failure to comply with this requirement may result in additional costs and delays, which shall be Customer's sole responsibility. Customer will ensure that SEL's personnel or representatives are provided a safe and secure work environment at all times while they are on site to enable work to be carried out. SEL may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the site, suspend performance, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.

4. Changes and Delays. Changes in scope or modification of Services will result in the contract amount and schedule being equitably adjusted. SEL is not obligated to proceed with any change until both parties agree upon such change in writing. SEL shall be entitled to an equitable adjustment in the price and schedule in the event of any changes in the law or engineering standards impacting SEL's obligations or performance under this Agreement. Any order delayed at Customer's request shall be subject to the prices and Terms in effect at the time of release of such delay. Any such order delayed beyond a reasonable period (as determined in SEL's sole discretion) shall be treated as a Customer termination, and Customer shall be responsible for payment of all outstanding invoices, any actual costs incurred up to the date of termination and a 20% cancellation fee on the remaining unbilled balance. When Products are ready for shipment and shipment cannot be made due to Customer's request, SEL shall submit an invoice for such Products payable upon receipt thereof and shall store such Products on Customer's behalf. In such event, risk of loss shall pass to Customer upon moving such Products to storage, and all expenses incurred by SEL in connection with such storage, including without limitation demurrage, cost of preparation for storage, storage charges, insurance (if SEL chooses, at its sole discretion, to purchase such insurance) and handling charges, shall be payable by Customer upon submission of invoices by SEL.

5. Prices, Taxes and Payment Terms. Customer must meet the then-current SEL credit requirements to purchase on credit. Customer shall pay SEL in accordance with the agreed upon Proposal. Payments terms are net thirty (30) days from date of invoice if credit is approved. All invoices shall be deemed accurate unless Customer advises SEL in writing of an error within 10 days following receipt. If Customer advises SEL of an error, (i) any amounts corrected by SEL shall be paid within 14 days of correction or within 30 days of the original invoice date, whichever is later, and (ii) all other amounts shall be paid by Customer by the original due date. If Customer requires SEL to use a specific system or tool to process regular business transactions (e.g. invoices, shipment notifications, purchase orders), SEL may charge Customer for any transaction, setup or subscription fees charged to use the system or tool. SEL may suspend work or cancel any outstanding order if Customer fails to make a payment when due and until such payment is made and may impose a late charge of 1.5% per month or the highest applicable rate allowed by law on all amounts not paid when due. SEL shall not be liable for any liquidated damages if SEL suspends work due to the Customer's late payment or credit issues. If an order is cancelled because of credit issues or late payments, SEL shall be entitled to receive payment of all outstanding invoices, any actual costs incurred to date, and a 20% cancellation fee on the remaining unbilled balance ("Cancellation Charges"). Prices are exclusive of any taxes. If Customer claims a tax or other exemption or direct payment permit, Customer will provide a valid exemption certificate or permit prior to invoicing and will indemnify, defend and hold SEL harmless from any taxes, costs and penalties arising from the same. If Buyer does not provide a valid exemption certification or permit prior to invoicing, Buyer shall be responsible for paying or seeking reimbursement for the taxes invoiced. Any payment made by Customer may be applied to amounts due before being applied to current orders, at SEL's sole discretion. Notwithstanding the foregoing, Customer's failure to pay amounts due shall be deemed a material breach of these Terms, and any acceptance by SEL of late payments shall not be deemed a waiver of such breach. To the extent allowed by law, SEL shall be entitled to recover all costs incurred in collecting amounts due from Customer, including without limitation legal fees and other costs (including without limitation disbursements).

6. Intellectual Property. SEL retains all its intellectual property rights. All documents, designs, drawings, plans, specifications, and other work product (collectively "Work Product") prepared by SEL in performing the Project shall not be deemed "works made for hire" for Customer. To the extent that any such Work Product prepared by SEL while performing the Project is integrated into the Project, SEL hereby grants Customer a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, limited license to use, copy and modify such Work Product for internal business purposes only. SEL's Work Product and/or designs for other projects shall not be used for any purpose except the applicable Project without first obtaining SEL's written consent. Customer agrees to indemnify, defend and hold harmless SEL and all related parties from and against any unauthorized use or reuse of Work Product furnished by SEL, and any changes made by Customer or others relating to design documents produced by SEL.

7. Use of Confidential Information. In the performance of the Project and/or these Terms, a party may receive documents, materials, data and other confidential information of the other party or its affiliates. The receiving party shall use confidential information solely in performance of the Project and any resulting business transaction between the parties. The receiving party shall use at least the same degree of care (and, in any event, not less than a reasonable degree of care) in protecting the disclosing party's confidential information as it exercises in protecting its own similar confidential information. Confidential information shall be subject to these Terms for three (3) years following receipt of such confidential information. Confidentiality obligations shall survive the termination of these Terms.

8. Warranties and Limitation of Liability. SEL shall perform the Project in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEL shall reperform (or, at SEL's option, pay a third party to reperform) any defective services at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, VERBAL, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE). In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL liability to Customer or its insurers for any (i) loss or damage exceed the contract price or (ii) if Customer places multiple order(s) under the contract, the price of each particular order for all claims arising from or related to that order, and any liability shall terminate at a reasonable time, not to exceed one (1) year, after provision of services. No claim, regardless of form, arising from these Terms may be brought more than one (1) year from the date such claim accrues. Claims against SEL are hereby agreed to have accrued not later than the completion of the Project, notwithstanding any laws to the contrary. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL be liable for any special, incidental, consequential or punitive damages, including without limitation any loss of profit or revenues, loss of use of associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of Customer's customers for such damages. Customer shall indemnify, defend and hold harmless SEL and all related parties from and against any claims, demands, causes of action, losses, costs and expenses, including without limitation legal fees and other costs, arising directly or indirectly from, as a result of or in connection with the acts or omissions of Customer, its officers, employees, agents or representatives, relating to the Project and/or these Terms, including without limitation any defect or failure or alleged defect or failure in or of any Customer product or operation. Remedies are limited to those set forth in these Terms.

9. Termination. Customer may terminate these Terms upon ten (10) business days written notice to SEL in the event the Project is abandoned or otherwise terminated prior to completion. If such termination occurs, Customer shall pay SEL for Cancellation Charges. Customer may terminate the Project if SEL defaults or persistently fails or neglects to perform services in accordance with these Terms. However, such termination is permitted only if Customer provides written notice setting forth the default and SEL fails to begin to correct the default within ten (10) business days after receipt of such notice.

10. Dispute Resolution. The laws of the State of Washington, United States of America, excluding conflict of laws principles, shall govern these Terms. Any controversy or claim arising out of or relating to these Terms or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the Procedures for Large, Complex Commercial Disputes under the Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Seattle, Washington, United States or another location agreed upon by the parties. The language of the arbitration shall be English. The prevailing party to any dispute shall be entitled to recover legal fees and other costs (including without limitation disbursements, collection costs and the allocated cost of in-house counsel).

11. Insurance. SEL shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of SEL in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Upon request, SEL will provide a certificate of insurance reflecting such coverage.

12. Export. Customer acknowledges that all commodities, software, or technology (collectively "Items") provided by SEL are subject to US export jurisdiction and agrees to comply with all applicable import and export laws, rules, and regulations regarding the transfer of any such Items, including but not limited to, the US Export Administration Regulations 15 C.F.R. Parts 730-774. Customer shall obtain prior authorization from the U.S. Department of Commerce or any other applicable government entities prior to the export, re-export, transfer, diversion, or disclosure any Items provided hereunder, or any direct product thereof, to any destination, end-use or end-user which is restricted or prohibited by US or other applicable laws. Customer also agrees to comply with US anti-boycott laws and regulations when exporting Items.

13. Miscellaneous. Any notice pursuant to these Terms shall be deemed given when sent by registered mail, certified mail (return receipt requested), or overnight delivery to an authorized officer at the address listed on the SEL sales order acknowledgment or, if no such address is provided, at the registered headquarters of the other party, or when faxed to 1-509-336-7920 or emailed to legal@selinc.com (receipt confirmed). All rights and duties hereunder shall be for the sole and exclusive benefit of Customer and SEL and not for the benefit of any other party. The assignment or transfer by Customer of any rights or duties hereunder without prior written consent of an authorized officer of SEL shall not relieve Customer of any obligations to SEL. SEL may perform its obligations hereunder personally or through one or more of its affiliates, although SEL shall nonetheless be solely responsible for the performance of its affiliates. SEL may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign accounts receivable to any party without Customer's consent. Customer agrees to execute any documents necessary to complete Seller's assignment or novation. SEL may subcontract portions of the work so long as SEL remains responsible for the work. Customer shall notify SEL immediately upon any change in ownership of more than fifty percent (50%) of Customer's voting rights or of any controlling interest in Customer. No failure or delay by either party in exercising any right or remedy, or insisting upon strict compliance by the other party with any obligation in these Terms, shall constitute a waiver of any right thereafter to demand exact compliance with these Terms. The invalidity, in whole or in part, of any provision in these Terms shall not affect the remainder of such provision or any other provision and, where possible, shall be replaced by a valid provision that effects as close as possible the intent of the invalid provision. No party shall be liable for failure to perform or delay in performance of any obligation under these Terms (except payments of amounts already due and owing) where such failure or delay results from any events beyond its reasonable control.

APPENDIX C

INSURANCE REQUIREMENTS FOR REAL TIME AUTOMATION CONTROLLERS UPGRADE AGREEMENT

ECWA PROJECT No. 202300197; Contract No.: SEL-001

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
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled and shown as an Additional Insured
- 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. Products Liability/Completed Operations:

- \$5,000,000. Aggregate
- Will not include a cross-liability or severability of interest clause or endorsement, per project aggregate requirements, or a contractual liability coverage clause at to the Authority

f. Excess/Umbrella Liability:

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate

Erie County Water Authority to be scheduled as an Additional Insured

Certificates of Insurance (except with respect to Products Liability/Completed Operations coverage) 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 reasonably acceptable to the Authority 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 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to 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 26 11 85 or equivalent), on the Commercial General Liability policy. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

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

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.



SCHWENG-02

AGEORGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2023

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 Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: Drew Hoskins, CRIS, ACSR	
	PHONE (A/C, No, Ext): (509) 343-9224 FAX (A/C, No): (509) 325-1803	
	E-MAIL ADDRESS: Drew.Hoskins@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Company	16535
	INSURER B: American Guarantee and Liability Insurance Company	26247
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
SEL Engineering Services, Inc.
2350 NE Hopkins Court
Pullman, WA 99163

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 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		GLO933648712	6/30/2023	6/30/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BAP933661512	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 50,000	X		AUC552490911	6/30/2023	6/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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 Y	N/A	WC933648813	6/30/2023	6/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Erie County Water Authority is additional insured with respect to general liability and automobile liability per policy forms U-GL-2162-A CW (02/19) and U-CA-424-H CW (10/21) Forms attached. Umbrella follows form.

APPROVED/MJM

CERTIFICATE HOLDER

CANCELLATION

Erie County Water Authority
295 Main Street, Room 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



Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP933661512	Effective Date: 6-30-2023

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":

- 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.
- 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.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- 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.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing Exclusion** in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to \$750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any 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.

O. 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.

P. 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".

Q. 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.

R. Hired Auto – World Wide Coverage

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

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

S. 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.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. **Coverage of the Physical Damage Coverage Section:**

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage Section:**

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

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



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO933648712

Effective Date: 6/30/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of 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 including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – Limits Of Insurance:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) 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;
- (iv) 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**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

V. Unintentional Failure to Disclose All Hazards

Paragraph 6. **Representations** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

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 inception of this Coverage Part.

W. Waiver of Right of Subrogation

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will

be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

X. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

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