

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

Contract: LA-004 **Project No.:** 202000236
Project Description: Van de Water Water Treatment Plant and Raw Water Pump Station HVAC Improvements.

Item Description:


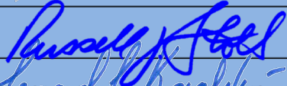


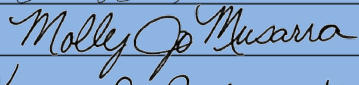


☐ Agreement ☒ Professional Service Contract ☐ Amendment ☐ Change Order
☐ BCD ☐ NYSDOT Agreement ☐ Contract Documents ☐ Addendum
☐ Recommendation for Award of Contract ☐ Recommendation to Reject Bids
☐ Request for Proposals
☐ Other _____

Action Requested:

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

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Sr. Distribution Engineer		Date: <u>9/29/2020</u>
<input checked="" type="checkbox"/> Chief Operating Officer		Date: <u>9/29/2020</u>
<input checked="" type="checkbox"/> Executive Engineer		Date: <u>09/29/2020</u>
<input checked="" type="checkbox"/> Director of Administration		Date: <u>09/29/2020</u>
<input checked="" type="checkbox"/> Risk Manager		Date: <u>09/29/2020</u>
<input checked="" type="checkbox"/> Chief Financial Officer		Date: <u>09/29/220</u>
<input checked="" type="checkbox"/> Legal		Date: <u>09/29/2020</u>

APPROVED FOR BOARD RESOLUTION:

☒ Secretary to the Authority  Date: 09/29/20

Remarks: _____

Resolution Date: _____ **Item No:** _____



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

September 29, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Michael J. Quinn PE, Senior Distribution Engineer

A handwritten signature in dark ink, appearing to be "MJQ", is written over the name Michael J. Quinn.

Subject: Contract No. LA-004

Van de Water Treatment Plant and Raw Water Pump Station HVAC Improvements
Professional Services Agreement
ECWA Project No. 202000236

The following material is attached:

- Blue Authorization Form indicating the requested Board action and approvals needed.
- Professional Service Contract for the above referenced project (2 copies) with LaBella Associates, DPC. for execution by the Chairman.
- Copy of Interoffice Memorandum from Leonard F. Kowalski, Executive Engineer, dated August 18, 2020, detailing recommendations for the contract assignment after review of Request for Proposals (PN 202000034).

This project will focus on improvements to the HVAC Systems at the Van de Water Treatment Plant and the Van de Water Raw Water Pump Station located in the Town of Tonawanda. The project will involve the following tasks:

- Task 1- Basis of Design Report;
- Task 2 - Design Documents;
- Task 3 – Construction & General Services;
- Task 4 - Resident Inspections;
- Task 5 - Record Drawings;
- Task 6 – Authority Program/Procedure Updates
- Task 7 – Special Services

The total not to exceed fee for this contract is \$263,100.00. Funds to begin the design phase of this project are included in the 2020 Capital Budget under 2515 Engineering and Construction – Van De Water, Item 101510. The balance of the funds to complete the design and begin construction have been included in the 2021 Capital Budget request under 2515 Engineering and Construction – Van De Water, Item 101510.

Completion of the Basis of Design report is scheduled for December 2020 and Design in May 2021.

MJQ:BPS:jmf

Attachments

cc: K.Prendergast

L.Kowalski

R.Stoll

M.Wymer

L.Lester

CONT-LA-004-2001




ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

August 18, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Leonard F. Kowalski, PE, Executive Engineer 

Subject: Request for Proposals
Van De Water Treatment Plant and Raw Water Pump Station HVAC Upgrades
ECWA Project No. 202000034

The Erie County Water Authority (ECWA) recently issued a Request for Proposal (RFP) for upgrades and improvements to the existing HVAC systems located at the Van De Water Treatment Plant and the Van De Water Raw Water Pump Station. This project will involve seven distinct design tasks that will result in the evaluation and partial replacement and upgrade of some of the existing HVAC components of each facility with updated technology meeting all current ECWA requirements for capacity and safety. As another part of the project, the new and existing equipment will be modernized from thermostatic control to a Digital Control System allowing ease of use by ECWA staff.

The tasks to be completed under this project are summarized as follows:

- **Task 1 – Basis of Design:** Developing basis of design documents fully outlining the scope of the project.
- **Task 2 – Design Documents:** Development of fully engineered contract documents (plans and specifications) which will afford competitive bidding of the construction contract.
- **Task 3 – Construction and General Services:** Providing assistance during bidding and construction phases.
- **Task 4 – Resident Inspection:** Providing full time onsite inspection services during construction.
- **Task 5 – Record Drawings:** Completion of record documents outlining as-built conditions.
- **Task 6 – Authority Program/Procedure Updates:** Preparation of relevant revisions to the ECWA SOPs, Arc Flash and Lock-out Tag-out programs.
- **Task 7 – Special Services:** Various other design related services including soils investigations, surveys, SEQR, etc.

RFPs were issued to five (5) consulting engineers: Nussbaumer & Clarke, Foit-Albert, Clark Patterson & Lee, LaBella, and LiRo. Two additional firms obtained the RFP through our website. In the end, six (6) firms; Encorus, Clark Patterson & Lee, New York Engineers, Nussbaumer & Clarke, LiRo, and Labella chose to submit proposals for this project. This is a single project requiring one consulting firm.

The proposals were reviewed and discussed among the engineering staff (Michael Quinn, Clayton Johnson, David Patton, Brenden Stoll and Scott Klubek). Experience, staffing, scope, project approach, and project cost were considered. It was determined that each firm possessed the basic relevant qualifications to perform the work proposed.

Labella provided an experienced project team to perform the work and demonstrated a higher degree of current, relevant experience with recent work at other facilities of comparable complexity to the Van De Water Treatment Plant and Raw Water Pump Station's HVAC systems. Their team, approach and level of effort showed an understanding of the necessary project processes and workflow for all the required tasks in this RFP. Their fee is reasonable and is comparable with regard to fees charged on other similar water utility projects.

If there are no objections, the Engineering Department plans on moving forward with negotiations with Labella to develop a Professional Services Contract for the referenced project.

LFK:MJQ:jmf

cc: K.Prendergast

R.Stoll

L.Lester

M.Quinn

VAWA-379-2001

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES**

This Agreement, effective as of October 7, 2020 (“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

LABELLA ASSOCIATES
300 Pearl Street, Suite 130
Buffalo, New York 14202

hereinafter referred to as the “Engineer.”

The Authority project, for which engineering services are to be provided under this Agreement, relates to upgrades and improvements to the Van de Water Treatment Plant and Raw Water Pump Station HVAC Systems (the “Project”).

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

ARTICLE 1 – THE PROJECT

1.01 The Authority intends to conduct a series of improvements related to the HVAC system at the Van de Water Treatment Plant (“WTP”) and Raw Water Pump Station (“RWPS”). This project will involve seven distinct components, all of which will be included in a single set of design documents to be constructed under this Agreement.

A. Van de Water WTP Boiler Room End Suction Pumps

The four (4) end suction centrifugal pumps located in the boiler room have reached the end of their useful life. The pumps are used to circulate hot water from the boiler to the WTP’s heating and ventilating units. Pump improvements include, but are not limited to:

1. Replace four (4) end suction centrifugal pumps and motors. Capacity as required for associated HVAC equipment.
2. Replace four (4) pressure gauges, associated isolation valves, and pressure snubbers on pump branch piping.
3. Demolish existing pumps and associated equipment.

B. Van de Water WTP Gravity Louvers and Actuators

Gravity louvers (dampers) are located in multiple places throughout the WTP roof. The current equipment is manually operated and requires operators to access the roof to open/close the louvers. Louver improvements include, but are not limited to:

1. Replace six (6) gravity louvers located throughout the WTP, including three (3) above the raw water pipeline, two (2) above the high service pumping equipment, and one (1) above the sludge processing equipment (“Sludge Plant”).
2. Four (4) fiberglass opposed blade dampers and 2-position actuators.
3. Provide switches for operating actuators.
4. Provide options for preventing water from impacting electrical equipment within the WTP Electrical Switch Gear Room. Currently the rooftop louver is located directly above electrical equipment.
5. Add Cottonwood filters to existing air intakes (approximately 9 locations.)
6. Evaluate the location of the existing air intakes including impacts from temperature due to the surrounding area (i.e. roof, pavement etc.)
7. Furnish and Install two fiberglass up blast exhaust fans including mounting curbs;
 - a. Install one (1) VFD to control both exhaust fans.
 - b. Install one (1) wall mounted thermostat to control the fan speed.

C. Raw Water Pumping Station Gravity Louvers

Gravity louvers are located on the roof of the RWPS. The current equipment is manually operated and requires operators to travel to the pumping station site and obtain access the roof to adjust the existing louvers. Louver improvements include, but are not limited to:

1. Replace two (2) gravity louvers located within the RWPS.
2. Investigate automation options for remote operation of the gravity louvers.

D. Direct Digital Control Package

Heating and ventilating units are located throughout the WTP and RWPS. The heating and ventilating units are controlled by thermostats throughout the facilities. The front vestibule area of the main plant which includes one (1) heating and ventilating unit is currently controlled by a Direct Digital Control system (“DDCS”). The boiler, and one (1) heating and ventilating unit in the RWPS is currently being added to the DDCS under a separate project.

The Direct Digital Control Package shall be independent of the existing WTP and RWPS SCADA system. Upgrades include, but are not limited to:

Van de Water WTP:

1. Extend the DDCS to include eight (8) heating and ventilating units.
2. Provide new control valves and actuators for five (5) hot water coils.
3. Provide five new control damper actuators.
4. Relocate piping to accommodate new control valves.
5. Relocate and replace defective thermostats as necessary, approximately 14 throughout both the WTP and Pumping Station.
6. Evaluate options for the replacement of the existing control system at the Van De Water WTP. Existing System manufactured by Barber-Colman.

Van de Water RWPS:

1. Extend the DDCS to control the remaining heating and ventilating units not included in the current construction project.
2. Evaluate options for the replacement of the existing control system at the Van De Water RWPS. Existing System manufactured by Barber-Colman.

E. **Server Room HVAC**

Climate control in the WTP server room is currently performed by two HVAC units located on each end of the server racks. This equipment provides inadequate control of both temperature and humidity in the room, critical to the long-term health to the computer equipment housed there.

Upgrades include, but are not limited to:

1. Evaluate existing system performance and provide recommendations for improvements including equipment and controls.

F. **Drive (VFD) Room HVAC**

The WTP Variable Frequency Drive (VFD) room contains five (5) VFD units. These VFD's generate a significant amount of heat during operation. Currently, the cooling method consists of drawing ambient air in through the drive unit of the VFD. This air is drawn through the basement of the facility, and then into the VFD room. Due to air temperature fluctuations throughout the year and the higher chlorine concentration in the air, the VFD's have been experiencing corrosion and improper cooling. There are two existing openings in the WTP VFD room roof which were formerly skylights which may provide access for rooftop HVAC units. Upgrades include, but are not limited to:

1. Calculate heat loads in the WTP VFD room in order to specify a sufficient heating and cooling system utilizing the two existing roof openings and rooftop HVAC units.
2. Ensure the requirement of (N+1) redundancy is met with the proposed HVAC system.
3. Design and install an (N+1) redundant rooftop HVAC unit heating and cooling system using the existing roof openings.
4. Ensure the system, and the VFD room is protected from water ingress.

G. **Solids Handling Area, Switchgear Room, Roll-off Bin Storage Area, and Processing Area**

1. Evaluate the condition and effectiveness of the existing heating and ventilating system in the existing solids handling area including the following locations:
 - a. The switchgear room
 - b. The current roll-off bin storage area
 - c. The processing area (to a lesser extent)

Once the evaluation is complete, recommendations on improvements shall be made.

Note: modifications to the above are under design, which will primarily involve the replacement of an existing plate and frame dewatering press with a belt filter dewatering press, and conversion of the roll-off area to a polymer storage area. The ongoing design is nearing ninety (90) percent completion, so coordination will be required with the design consultant. (GHD)

ARTICLE 2 – COMPLIANCE STANDARDS

2.01 **Standard of Performance**

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

2.02 Compliance with Laws and Regulations, and Policies and Procedures

- A. The Authority and the Engineer shall comply with all applicable federal, state or local laws and regulations and all applicable Authority policies and procedures.
- B. The Engineer shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority's Request for Proposals, the Engineer submitted and signed Forms A, B, and C, a copy of which is attached to, and incorporated in, this Agreement as Appendix C.
- C. By executing this Agreement, the Engineer affirms under the penalties of perjury that there was no collusion in the proposal submitted to the Authority, upon which forms the basis of this Agreement.
- D. The Engineer shall comply with the provisions of State Finance Law § 139-L of the laws of the State of New York. In response to the Authority's Request for Proposals, the Engineer submitted and signed the Sexual Harassment Bidding Certification, a copy of which is attached to, and incorporated in, this Agreement, as Appendix C.
- E. The Engineer shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.
- F. The Authority shall provide the Engineer in writing any and all Authority policies and procedures applicable to the Engineer's performance of services under this Agreement. The Engineer agrees to comply with such policies and procedures to the extent compliance is not inconsistent with professional practice requirements.
- G. If the Engineer, its employees, agents and/or subcontractors, wish to access any Authority property, they must notify the Authority's Security Officer and provide the following information: (a) government-issued photo identification for all site visitors; (b) a detailed statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority Property without the authorization of the Authority and/or its Security Officer. While on Authority property, the Engineer's employees, representatives and engineers shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

2.03 Health Screening Questionnaire: The State of New York (the "State") has declared a state of emergency due to the COVID-19 pandemic. The Authority is currently operating under a Declaration of Emergency. While the Authority continues to operate under the Declaration of Emergency, the Consultant, its employees, and agents shall comply with all health safety rules and regulations adopted by the State or the Authority including, but not limited to, completing an online health screening questionnaire before entering any Authority worksite.

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

ARTICLE 3 – SCOPE OF SERVICE

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

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

A. *Basis of Design (“BOD”):*

1. In contemplation of the basis of design, the Engineer shall:
 - a. Review reports, drawings, specifications, and other records furnished by the Authority.
 - b. Verify site conditions at each location.
 - i. Complete a site walkthrough and conduct meetings with operating staff to discuss current operational strategies and challenges.
 - ii. Review applicable operating records.
 - iii. Determine the condition of critical assets and document the need for rehabilitation, remaining life, and required replacement.
 - iv. Specifically note the condition of equipment to remain in relation to the improvements described in § 1.01 of this Agreement.
 - c. Identify locations of suspected hazardous materials (e.g., lead paint, asbestos, etc.) or concerning environmental conditions, based on known/assumed age and type of construction at each location.
 - i. If material sampling and testing becomes necessary, such sampling and testing would be considered a Special Service, subject to the provisions of paragraph B of this Agreement.

- d. Prepare preliminary design documents for the new HVAC systems at each location. Preliminary design documents should:
 - i. Include final design criteria including but not limited to equipment selection, component capacity, and compliance with applicable regulatory/code requirements and industry best practices.
 - ii. Include preliminary design drawings including:
 - (a) Plan views showing general layout and sizing of proposed equipment.
 - (b) Details required to relay the design intent.
 - (c) Process and Instrumentation Drawing.
 - iii. Include an equipment/motor list for all electrical equipment and identify code compliance requirements for electrical components.
 - iv. Include product information including manufacturer's cut sheets, dimensional information, and installation guidance.
 - v. Include a process control narrative for operation and monitoring of the system.
 - vi. List the required technical specifications for final design.
 - vii. Describe the construction sequencing in conjunction with the continuation of plant, and pump station operations.
 - viii. State an opinion of probable project costs.
 - ix. Set forth a Project schedule identifying the duration of final design, bid, and construction phases.
2. The Engineer shall prepare a draft BOD Report, setting the factors considered by the Engineer including, but not limited to, those specifically identified in paragraph A, subparagraph 1 of this section. The Engineer shall supply the Authority with ten (10) copies of the draft BOD Report with supporting documentation, along with a digital .pdf file of the draft BOD Report with supporting documentation.
3. The Engineer shall meet with the Authority to review the draft BOD Report and will incorporate all comments into a final version. The Engineer shall supply the Authority with ten (10) copies of the final BOD Report with

supporting documentation, along with a digital .pdf file of the final BOD Report with supporting documentation.

4. The Engineer will prepare a Project schedule identifying the duration of final design, bid, and construction phases.
5. The Engineer will conduct at least two (2) review meetings with the Authority.

B. *Special Services:*

1. The Engineer may employ one or more of the following special services in carrying out the Project, subject to the Authority's approval:
 - a. Soils investigations including test borings, pavement cores, and the related analysis;
 - b. Detailed mill, shop and/or laboratory inspection of materials and equipment;
 - c. Land surveys, maps, plates, descriptions and title investigations which may be required to acquire lands, easements, and rights-of-way for the proposed facilities;
 - d. Air, water, and/or soil sampling, testing, and/or analysis;
 - e. Hazardous material testing and assessment;
 - f. Wetlands investigations, delineation, and mitigation;
 - g. Technical assistance with operation and maintenance manuals;
 - h. Start-up services relating to equipment to be installed by the contractor;
 - i. Technical assistance with preparing any necessary documents if required by the New York State Environmental Quality Review Act (SEQRA) for Type I or Unlisted actions
 - j. Technical assistance with preparing with Storm Water Pollution Prevention Plans (SWPPP), if required;
 - k. Assistance with permit and other applications with the New York State Department of Environmental Conservation (DEC);

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

3.03 Design: The Engineer will complete design documents for the improvements of the HVAC systems at each location. It is anticipated, the work at each location will be designed and bid together as a single project.

A. *Detailed Design Drawings, Specifications and Contract Documents:* Upon authorization from the Authority, the Engineer shall complete the following design services:

1. Prepare detailed design drawings and specifications at 60%, 90%, and 100% design stages including, but not limited to:
 - a. Preparing engineering calculations to support the design of the HVAC improvements, including related civil, mechanical, electrical/ instrumentation, structural, and architectural features of the project;
 - b. Preparing draft and final plans and job specific detail drawings that include editing of the Authority's standard detail drawings where appropriate;

- c. Using the quantity take-off method, provide detailed measurements of the Project's components, materials, and construction labor to determine a scope of work required and a cost estimate of the construction project;
 - d. Submitting plans to various utility companies and regulatory agencies to incorporate all existing utilities within the project limits;
 - e. Preparing engineering data, where necessary, for regulatory permit applications as required to obtain local, state, federal and public utility approval for the initiation and construction of the work;
 - f. Submitting the BOD Report with contract specifications, drawings, application forms and fees to Erie County Health Department for approval;
 - g. Preparing any necessary and applicable documentation for compliance with New York State SEQR, including Type II declaration;
 - h. Preparing and updating, as needed, a schedule for the Project utilizing the Authority's standard format; and
 - i. Preparing base drawings in AutoCAD version 2018 from the available records furnished by the Authority and other agencies.
2. Prepare contract documents including, but not limited to:
- a. Preparing contract specifications with edited Authority's standard "front end" specifications and standard technical specifications where appropriate;
 - b. Preparing additional technical specifications as required;
 - c. Obtaining New York State Prevailing Wage Rates and inserting such rates into the specifications;
 - d. Assisting the Authority with assembling known reports and drawings of existing conditions, and identifying the technical data contained in such reports and drawings upon which bidders may rely; and
 - e. Using the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 1996 Edition) or other general conditions mutually agreed to by the Authority and the Engineer and setting forth the exceptions to these general conditions, specific to this Project.

B. *Design Phase Meetings and Reports.* The Engineer shall:

1. Conference with the Authority and other related Project stakeholders, as necessary and as required;
2. Report to the Authority bi-weekly on the progress of the design work via email, with the following information:
 - a. Design work performed during the previous two weeks;
 - b. Design work scheduled for the next two weeks;
 - c. Schedule status/deliverable status, attaching an updated project schedule in Microsoft Project format, identifying all project milestones and current project status;
 - d. Budget status/percent completed;
 - e. Input needed from the Authority or others;
 - f. Requests for scope changes; and
 - g. Other issues or concerns;
3. Furnish the Authority with five (5) hardcopy sets of review copies of the drawings, specifications and other contract documents, to the Authority during 60%, 90%, and 100% design and providing digital .pdf file version of each set of documents;
4. Conduct at least three meetings with the Authority engineers and operators to discuss and/or review detailed design drawings, specifications and contract documents; and
5. Attend a final design meeting with the Authority.

3.04 Construction Services

A. *Construction Bids.* Upon authorization from the Authority, the Engineer shall:

1. Assist Authority personnel in preparing bid invitation and contract documents;
2. Refrain from discussing the Project or the bid process with anyone outside of the Authority prior to the advertisement of bids and during the restricted period for the submission and award of bids;

3. Furnish twenty (20) sets of contract drawings, final specifications, and other documents required for bidding and construction purposes for each contract;
4. Conduct, at the appropriate time, a pre-bid meeting:
 - a. Prepare and distribute addenda for pre-bid meeting;
 - b. Record, publish, and distribute minutes from the pre-bid meeting; and
 - c. Prepare, if necessary, publish, and distribute any addendum to the bid invitation and contract documents; and
5. Evaluate and determine whether substituted materials and equipment proposed in a bid submission of a prospective contractor is acceptable and at least equal to the materials and equipment set forth in bid and contract documents; and
6. Assist the Authority in securing bids, bid results, analyzing bid results, and making recommendations on the award of each construction contract;

B. *Pre-Construction.* Prior to construction, the Engineer shall:

1. Provide pre-construction meeting notice to all municipalities, utility companies, fire districts, and all other interested stakeholders;
2. Conduct a pre-construction meeting:
 - a. Prepare and distribute agenda for pre-bid meeting; and
 - b. Record, publish, and distribute minutes from the pre-bid meeting.

C. *Construction.*

1. The Engineer is not responsible for the construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions in connection with the construction work (the “Work”). The Engineer shall not be held liable to the Authority for the failure of the construction contractor (the “Contractor”) to execute the Work in accordance with the contract documents (the “Contract Documents”).
2. The Engineer shall notify the Authority of all permanent Work which does not conform to the result required in the Contract Documents, prepare a written report describing any apparent non-conforming permanent Work and make recommendations to the Authority for its correction and when

requested by the Authority, have recommendations implemented by the Contractor.

3. The Engineer shall have responsibility over the following:

a. Defective Work:

- i. Based on the Engineer's observations, if the Engineer believes that the Work is defective under the terms and standards set forth in the Contract Documents, the Engineer shall reject the Work and provide the Authority with its recommendations regarding whether the Contractor should correct such Work or remove and replace such Work, or whether the Authority should consider accepting such Work as provided in the Contract Documents.

b. Compatibility with Design Concept:

- i. If the Engineer has actual knowledge a specific part of the Work, although not defective under the terms and standards set forth in the Contract Documents, but nonetheless is not compatible with the design concept of the completed Project as a functioning whole, the Engineer will inform the Authority of such incompatibility, and provide recommendations for addressing such Work.

c. Clarifications and Interpretations:

- i. When the Contractor and the Authority submits to the Engineer any question concerning the requirements of the Contract Documents, including any requests for information (RFIs), or relating to the acceptability of the Work under the Contract Documents, the Engineer shall, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents.

d. Differing Site Conditions:

- i. When the Contractor notifies the Engineer of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions, the Engineer shall promptly review the condition and prepare findings, conclusions, and recommendations to the Authority as to how to address the condition.

e. Substitutes and “Or-equal”:

- i. The Engineer shall evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor.

f. Change Orders:

- i. The Engineer shall notify the Authority when a change in the Work is proposed, which will cause an adjustment in the contract cost.
- ii. The Engineer will evaluate whether the proposed change is justified and reasonable, and if necessary, prepare change orders, field directives, and make recommendations for approval by the Authority’s Board of Commissioners.
- iii. The Engineer shall discuss changes in the plans or procedures recommended by the Engineer with the Authority prior to implementation.
- iv. The Engineer must obtain approval for all change orders from the Board of Commissioners prior to implementation.

g. Change Proposals and Claims:

i. Review and respond to Change Proposals.

- (a) The Engineer shall review each submitted Change Proposal from Contractor and either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part.
- (b) Such actions shall be in writing, with a copy provided to the Authority and Contractor.
- (c) If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, the Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

ii. Reporting of Claims

- (a) When the Engineer becomes aware of a situation from which a legal dispute or claim (“Claim”) could be filed by a contractor, subcontractor, property owner or other third party against the Authority, the Engineer will promptly report the situation to the Authority.
 - (b) Upon request, the Engineer will assist the Authority’s Legal Department in its investigation and examination of any Claim. The Engineer will provide the names and, if available, addresses and phone numbers of individuals involved or having knowledge of the Claim.
 - (c) The Engineer will also gather information or data to the Authority regarding engineering or technical matters pertaining to the Claim.
- 4. The Engineer shall consult, report and advise appropriate Authority personnel as to all relevant and pertinent matters relating or affecting the progress of construction.
- 5. The Engineer shall review and determine the acceptability of any and all schedules that the Contractor is required to submit to the Engineer, including a Progress Schedule, Schedule of Submittals, and Schedule of Values.
- 6. The Engineer shall supply the Authority with a construction schedule, which has been submitted by the Contractor and approved by the Engineer.
- 7. The Engineer will prepare elementary sketches and supplementary sketches, when necessary or required, to resolve issues with actual field conditions encountered.
- 8. The Engineer shall interpret Contract Documents and resolve problems as to amount, quality, acceptability, and fitness.
- 9. The Engineer will review the Contractor’s submittals of material and/or equipment for compliance with the design concept and take appropriate action such as but not limited to: “approved”, “approved as corrected”, “revise and resubmit”; or “not approved”.

10. The Engineer will provide the Contractor and the Authority with detailed stakeout information, including benchmarks, reference and axis lines along the routes of the construction or wherever necessary.

11. The Engineer shall check installation for preparation of record drawings.

D. *Construction Meetings and Reports.*

1. The Engineer will schedule and attend progress meetings with the pertinent Authority personnel, the Contractor, subcontractors and other interested stakeholders at a minimum every two (2) weeks.
2. The Engineer will report to the Authority monthly on the progress of the Work with a written monthly summary including daily inspector reports.
3. The Engineer will report, via email, to the Authority bi-weekly on the progress of the Work with the following information:
 - a. Summary of the Work performed in the previous two-week period;
 - b. Updated project schedule, attached and in Microsoft Project format, identifying all project milestones and current project status;
 - c. Forecast of all upcoming work and project costs expected for the project, including the identification of any contract items which may exceed bid quantities; and
 - d. Copies of final inspection reports attached in .pdf format for reports in the previous two-week period.
4. As previously stated in paragraph C, subparagraphs 3f and 3g of this section, the Engineer shall notify the Authority when a change in the work is proposed which will cause an adjustment in the contract cost and will:
 - a. Evaluate whether the proposed change is justified and reasonable, and if necessary, prepare change orders, field directives, and make recommendations for approval.
 - b. Discuss changes in the plans or procedures authorized by the Engineer with the Authority prior to implementation.
 - c. Obtain approval for all change orders from the Authority's Board of Commissioners prior to implementation.

5. The Engineer will make a final inspection, furnish a report on project completion, and make recommendations for final payments to contractors and for the release of retained amounts, if any.

3.05 Resident Inspections:

A. Upon authorization from the Authority, the Engineer shall furnish a full-time Resident Project Inspector (RPI) who will conduct technical inspection of the Work relating to the Project;

1. *Inspector's duties and responsibilities:* The Engineer, through the RPI's observations, shall protect the Authority against defects and deficiencies in the Work.

2. *RPI's duties and responsibilities:*

a. The RPI shall not:

- i. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), without written approval by the Authority and the Engineer;
- ii. Exceed limitations of the Engineer's authority as set forth in this Agreement;
- iii. Undertake any of the responsibilities of the Contractors, subcontractors, or suppliers;
- iv. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work;
- v. Advise on, issue relating, or assume control over security or safety practices, precautions, and programs in connection with the activities of the Authority or its Contractors;
- vi. Participate in specialized field or laboratory tests or inspections conducted off-site by others; or
- vii. Accept shop drawings or sample submittals from anyone other than the Contractor.

b. The RPI shall:

- i. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values prepared by the

Contractor and consult with the Engineer concerning acceptability;

- ii. Attend meetings with Contractor and subcontractors, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings;
- iii. Provide email updates to the Engineer and the Authority regarding meetings with Contractor and subcontractors;
- iv. Conduct daily on-site inspections of all Work in progress;
- v. Prepare daily inspection reports to determine if the Work is progressing in accordance with Contract Documents;
- vi. Report to the Authority and the Engineer whenever the RPI believes any portion of the Work will not produce a completed Project, conforming with the Contract Documents, or will imperil the integrity of the Project design as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made;
- vii. Advise the Authority and the Engineer whether any part of the Work in progress should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection, or approval;
- viii. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Authority personnel, and that the Contractor maintains adequate records relating to the same;
- ix. Observe, record, and report to the Engineer appropriate details relative to the test procedures and systems start-ups;
- x. Report to the Engineer and the Authority when clarifications and interpretations of the contract documents are needed and transmit to the Contractor clarifications and interpretations as issued by the Engineer;
- xi. Advise the Engineer and the Contractor of the commencement of any portion of the Work requiring a Shop

Drawing or Sample submittal for which RPI believes that the submittal has not been approved by the Engineer; and

- xii. Submit, via email, bi-weekly updates to the Authority summarizing the resident inspection costs and projecting further resident inspection costs for the duration of the Work.

3.06 General Services:

A. Contractor's Request for Payment:

1. As a general service to the Authority, the Engineer will review applications for payment with the Contractor for compliance with the established procedure for their submission and forward recommendation to the Authority, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered to the Project site but not incorporated in the work.
2. Based on the Engineer's observations and on review of Applications for Payment and accompanying supporting documentation, the Engineer shall:
 - a. Determine the amounts that the Engineer recommends Contractor be paid;
 - b. Recommend reductions in payment based on the provisions stated in the Construction Documents;
 - c. Such recommendations of payment will be in writing and will constitute the Engineer's representation to the Authority, based on such observations and review, that, to the best of the Engineer's knowledge, information and belief, the Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents:
 - i. Subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation, and
 - ii. Subject to the conditions precedent that permits a Contractor to receive payment based on the Work performed, which has been reviewed and accepted by the Engineer;
 - d. In the case of unit price Work, the Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work subject to any subsequent adjustments allowed by the Contract Documents.

B. *Standards for Certain Construction-Phase Decisions:*

1. The Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Contract for initial interpretations, Change Proposals, and acceptance of the Work.
2. In rendering such decisions and judgments, the Engineer will not show partiality to the Authority or the Contractor, and will not be liable to the Authority, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. *Certificates, Operation and Maintenance Materials:*

1. During the course of construction, as a general service, the Engineer will verify whether materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents.
2. After receipt from the Contractor, the Engineer will review and transmit to the Authority:
 - a. Any maintenance and operating instructions,
 - b. Schedules,
 - c. Guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents,
 - d. Certificates of inspection, tests and approvals, and
 - e. Shop Drawings, Samples, and other data as required.
3. Upon receipt from the Contractor, the Engineer will review and transmit to the Authority the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
4. The Engineer must deliver to the Authority those documents described in subparagraph 2 of this paragraph, prior to the payment for such work.

D. *Completion:*

1. Upon authorization from the Authority, as general services, the Engineer shall:
 - a. Participate in visits to the Project to determine substantial completion, assist in the determination of substantial completion and the preparation of lists to be completed or corrected;
 - b. Participate in a final visit to the Project with Authority personnel; and prepare a final list of items to be completed and deficiencies to be remedied; and
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to the Authority concerning acceptance of the Project and final payment.

3. *Substantial Completion:*

- a. After a notice has been given by the Contractor as to the substantial completion or completion of Work, the Engineer will promptly visit the Project site to review the Work and determine the status of completion.
- b. The Engineer will follow the procedures in the Contract Document regarding the following:
 - i. the preliminary certificate of Substantial Completion,
 - ii. punch list of items to be completed,
 - iii. objections made by the Authority,
 - iv. notice to Contractor, and issuance of a final certificate of Substantial Completion.
- b. The Engineer will assist Authority regarding any remaining engineering or technical matters affecting Authority's use or occupancy of the Work following Substantial Completion.

4. *Final Notice of Acceptability of the Work:*

- a. After conducting a final visit to the Project, the Engineer will determine if the Work is complete and acceptable so that the Engineer may recommend, in writing, final payment to the Contractor.

- b. Accompanying the recommendation for final payment, the Engineer shall also provide a notice to the Authority and the Contractor that the Work is acceptable to the best of the Engineer's knowledge, information, and belief, and based on the extent of the services provided by the Engineer under this Agreement.

3.07 Record Drawings:

A. Upon authorization from the Authority, the Engineer shall:

1. Provide record drawings, including the base mapping of all completed Work according to the latest Authority As-Built Standards, using the AutoCAD Version 2018 platform.
2. Furnish all AutoCAD files on CD to the Authority.
3. Submit two stamped/signed full size sets, AutoCAD files, .pdf version of the drawings and Project Manual (with addenda) and GPS coordinates no later than one month after final payment of the Work is recommended for approval and in accordance with Authority Standards.

3.08 Authority Program/Procedure Updates:

A. Upon authorization from the Authority, the Engineer shall:

1. Revise the Authority's Standard Operating Procedures (SOPs) for the HVAC system improvements at both the WTP, and RWPS. Revisions shall be done in accordance with the Authority's existing format.
2. Revise the Authority's Arc Flash program for the HVAC system improvements at both the WTP, and RWPS. Revisions shall be done in accordance with the Authority's existing format.
3. Revise the Authority's Lock-out Tag-out ("LOTO") program documentation for the HVAC system improvements at both the WTP, and RWPS. Revisions shall be done in accordance with the Authority's existing format.

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

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

- B. All services under § 3.03 of this Agreement, Design, shall be completed and delivered to the Authority within 180 days of the issuance of the Authority's notice to proceed;
- C. All services under § 3.08 of this Agreement, Authority Program/Procedure Updates, shall be completed and delivered to the Authority within 90 days following the contractor's date of Substantial Completion;
- D. All other services should be completed by the end of the project with an estimated completion date of March 31, 2022

ARTICLE 4 – PAYMENT OF PROFESSIONAL SERVICES

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

- A. ***Basis of Design:*** For services described under § 3.02, paragraph A of this Agreement, the Authority shall pay Engineer a lump sum which will include all expense, labor and cost associated with this service. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.
- B. ***Design:*** For services described under § 3.03 of this Agreement, the Authority shall pay Engineer a lump sum which will include all expense, labor and cost associated with this service. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.
- C. ***Construction and General Services:*** For services described under § 3.04 and § 3.06 of this Agreement, the Authority shall pay Engineer a lump sum which will include all expense, labor and cost associated with this service. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.
- D. ***Record Drawings:*** For services described under § 3.07 of this Agreement, the Authority shall pay Engineer a lump sum which will include all expense, labor and cost associated with this service. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.
- E. ***Authority Program/Procedure Updates:*** For services described under § 3.08 of this Agreement, the Authority shall pay Engineer a lump sum which will include all expense, labor and cost associated with this service. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.

4.02 Resident Inspection: For services described under § 3.05 of this Agreement, the Authority shall pay the Engineer the payable hourly rates listed under §4.04, paragraph B and direct non-salary expenses. Overtime premium will be paid at 50% of the Resident Inspectors' direct hourly rate in addition to the payable hourly rate listed under §4.04, paragraph B. Payment for Resident Inspection and expenses will be made monthly.

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

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

4.04 Engineering Cost Schedule:

A. *Engineering Costs:*

1. Lump Sum – Basis of Design Cost	\$41,350.00
2. Lump Sum – Design Cost	\$51,000.00
3. Lump Sum – Construction and General Services Cost	\$36,350.00
4. Lump Sum – Record Drawings Cost	\$3,400.00
5. Lump Sum – Authority Program/Procedures Update Cost	\$3,000.00

TOTAL LUMP SUM COST:	\$135,100.00
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B. *Resident Inspections Costs:*

	Payable Hourly Rate	Employee Direct Hourly Rate
Resident Engineer	\$98.00	\$42.50

The Dollar amount for Estimated Resident Inspection is based fixed hour estimate of 1060 hours of Resident Engineer Payable Hourly Rate during the duration of the project. Payment will be made for actual hours worked during the duration of construction. Actual hours will vary based on production rates of the Contractor during construction, unforeseen circumstances that develop during construction, and weather conditions.

1. Estimated Resident Inspection	\$103,880.00
2. TOTAL NOT TO EXCEED RESIDENT INSPECTION:	\$108,000.00

C. *Special Services (not to exceed)* **\$20,000.00**

D. *Other Costs:*

1. Estimated Mileage (IRS rate)	\$0.575 /mile
2. Estimated Copy Costs (per copy)	\$0.10/sheet
3. Prints (per print)	\$1.00/print

4. Subcontractor Expenses, invoiced

as special services
5. Other Direct Non-Salary Costs

Cost plus 5% maximum
At cost

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

ARTICLE 5 – GENERAL PROVISIONS

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

5.02 Amendments: No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.

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

5.04 Indemnification:

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

5.05 Confidential Information:

- A. In order to assist the Engineer in the performance of this Agreement, the Authority may provide the Engineer with confidential information including, but not limited to

information relative to the services to be performed. All information received by the Engineer in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, are considered confidential. The Engineer shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performance of services including but not limited to information relative to the services to be performed.

- B. The Engineer shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Engineer shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the Engineer's benefit or for the benefit of others shall be permitted.
- C. In no event is the Engineer authorized to disclose confidential information without the prior written approval of the Authority. The Engineer may provide such information to its subcontractors for the purpose of performing the services; or disclose such information, with notice to the Authority, if such information is required to be disclosed by law or court order.
- D. The terms of this section shall be binding during and subsequent to the expiration or termination of this Agreement.

5.06 Insurance:

- A. The Engineer shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix B.
- B. The Engineer shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services.
- C. The Engineer shall provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Engineer shall provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.

5.07 Copyrights, Trademarks and Licensing: All materials produced under this Agreement, whether produced by the Engineer alone or with others, and regardless of whether produced during regular working hours, shall be considered work made for hire and the property of the Authority. The Engineer shall, during and subsequent to the terms of this Agreement, assign to the Authority, without further consideration, all right, title and interest in all material produced under this

Agreement. All material produced under this Agreement shall be and remain the property of the Authority whether registered or not.

5.08 New York Law and Jurisdiction: Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Engineer and the Authority shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

5.09 Conflicts of Interest: The Engineer represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Engineer from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Engineer will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment of services already rendered by the Engineer. So long as the Engineer reports such a conflict as required by this section, the Engineer will have no further obligations for completing the scope of services under the terms of this Agreement.

5.10 Additional Conditions: The Engineer and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.

5.11 Entire Agreement: This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

5.12 Independent Status:

- A. Nothing contained in the Agreement shall be construed to render either the Authority or the Engineer, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Engineer shall remain an independent contractor responsible for its own actions. The Engineer is retained by the Authority only for the purpose and to the extent set forth in this Agreement.
- B. The Engineer is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in Article 4.

- C. Neither the Engineer nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.
- D. In providing the services under this Agreement, the Engineer represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Engineer agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Engineer further represents and warrants that any income accruing to the Engineer and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

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

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

5.15 Gratuities: The Engineer shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Engineer or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.

5.16 Notice: Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

ARTICLE 6 – SEVERABILITY

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

ARTICLE 7 – TERMINATION

7.01 The Authority reserves the right to terminate this Agreement in the event it is found that

the Certification filed by the Engineer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Engineer in accordance with the written notification terms of this Agreement.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

LABELLA ASSOCIATES

By _____
Michael Rogalski, PE, LEED AP
Vice President
Regional Manager Building Engineering

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2020, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

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

On the _____ day of _____, in the year 2020, before me personally came Michel Rogalski, PE, LEED AP, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York, that he is the Vice President/Regional Manager Building Engineering of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public

APPENDIX A

LABELLA FIXED RATES FOR SPECIAL SERVICES

Grade	Hourly Billing Rate
Project Manager	\$127.00
Senior Project Engineer	\$105.00
Project Engineer/ Architect	\$95.00
Resident Engineer	\$98.00
Engineer	\$75.00
Environmental Review Specialist	\$70.00
Regulated Building Materials Analyst	\$60.00
Administrative Assistant	\$55.00

APPENDIX B

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACT FOR CONSULTING ENGINEERING SERVICES

VAN DE WATER TREATMENT PLANT AND RAW WATER PUMP STATION HVAC UPGRADES

ECWA PROJECT No. 202000236

Insurance Specs:

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

Insurance Requirements:

a. Workers Compensation:

Part 1: Workers Compensation: Statutory

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

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

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

c. Commercial General Liability:

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

d. Automobile Liability:

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

e. Umbrella Liability:

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

e. Professional Liability:

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

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

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

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

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

Acceptance of a Certificate of Insurance and/or approval by 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.



LBEASS-01

AKEEFE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2020

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

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

PRODUCER Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	CONTACT NAME: PHONE (A/C, No, Ext): (585) 473-8000		FAX (A/C, No): (585) 340-1714
	E-MAIL ADDRESS: reception@paris-kirwan.com		
INSURED LaBella Associates, PC & LaBella Associates, DPC 300 State Street, Suite 201 Rochester, NY 14614	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Acadia Insurance Company		31325
	INSURER B : Union Insurance Company		25844
	INSURER C :		
	INSURER D :		
	INSURER E :		

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPA5365357-12	11/7/2019	11/7/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CAA5365358-12	11/7/2019	11/7/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CUA5365359-12	11/7/2019	11/7/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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 N	N/A	X WCA5365360-11	11/7/2019	11/7/2020	<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
A	Scheduled Equipment			CPA5365357-12	11/7/2019	11/7/2020	\$500 Ded. 416,942

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

If Additional Insured or Waiver of Subrogation status is noted for any policies, coverage applies only if required in a written contract or agreement.

ECWA Project 202000236- Van De Water Treatment Plant and Raw Water Pump Station HVAC improvements.

APPROVED/MJM

Erie County Water Authority, its officers, agents and employees are named as additional insureds on a primary and non-contributory basis, including ongoing and completed operations on the General Liability, only if required in a written contract. Erie County Water Authority, its officers, agents and employees are named as additional insureds on a primary and non-contributory basis on the Auto and Umbrella policies, only if required in a written contract. A waiver of SEE ATTACHED ACORD 101

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
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits	
	1. Bail Bonds	\$ 3,000
	2. Loss Of Earnings	\$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSUREDS

- Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed

in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

- The written contract or written agreement is:
 - Currently in effect or becoming effective during the term of this policy; and
 - Fully executed by you and the additional insured prior to the "bodily



ADDITIONAL REMARKS SCHEDULE

AGENCY Paris-Kirwan Associates, Inc.		NAMED INSURED LaBella Associates, PC & LaBella Associates, DPC 300 State Street, Suite 201 Rochester, NY 14614	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
subrogation applies on the General Liability, Auto, Umbrella and Workers' Compensation policies, only if required in a written contract. A 30-day notice of cancellation applies.

injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Persons or Organizations For Whom Operations Are Performed

- (a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and
- (b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph (a) above.
- (c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (i) Your acts or omissions; or
 - (ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

- (d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(1.2) 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.

(ii) "Bodily injury" or "property damage" occurring after:

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

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

(2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written

contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

- (a) This insurance applies only with respect to:

- (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

- (ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(9) Vendors

- (a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- (ii) Any express warranty unauthorized by you;

- (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or
- (1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS: AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you have agreed to add as an additional insured on your policy in a written contract or written agreement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

The coverage provided to the additional insured by this endorsement does not apply to "bodily injury" or "property damage" beyond:

1. The period of time required by the written contract or written agreement governing "your work", or 10 years from the date of the completion of "your work" described above, whichever is less; or
2. Two years from the date of the completion of "your work" described above, if the written contract or written agreement does not specify the period of time.

- B.** With respect to coverage provided under this endorsement, the following is added to the end of **Section III - Limits Of Insurance**:

The limits of insurance for any additional insured are the limits in this coverage form or the limits you agreed to in the written contract or written agreement governing "your work", whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

- C.** With respect to coverage provided under this endorsement, the following exclusion is added to Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the 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; and
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in having supervised, hired, employed, trained or monitored others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- D.** With respect to the coverage provided under this endorsement, the following replaces paragraphs 2.a. and 2.b. of **Section IV - Commercial General Liability Conditions**:

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

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b.** If a claim is made or "suit" is brought against any insured, the insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

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

This insurance does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".



LABEL-1

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2020

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

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

PRODUCER 585-385-0428 Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Mary-Beth Rumble		CONTACT NAME: PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755 E-MAIL: smiller@poole-ny.com ADDRESS:	
INSURED Labella Associates, D.P.C. Labella Associates, P.C. 300 State Street, Suite 201 Rochester, NY 14614		INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Insurance Co. NAIC # 23841 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability PollutionLiability			031711166 RETRO DATE 1/1/1978	11/20/2019	11/20/2020	PER CLAIM 5,000,000 AGGREGATE 5,000,000

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

Includes 30-day notice of cancellation.

ECWA Project 202000236

APPROVED/MJM

CERTIFICATE HOLDER

CANCELLATION

ECWA-01 Erie County Water Authority 295 Main Street - Room 350 Buffalo, NY 14203-2494	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and address of Insured (Use street address only)</p> <p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1a":</p> <p>3c. Policy effective period:</p> <p>3d. The Proprietor, Partners or Executive Officers are:</p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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

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

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

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

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: _____

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

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

C-105.2 (9-07)

www.wcb/state.ny.us

Workers' Compensation Law

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

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

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



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

<p>1a. Legal Name & Address of Insured (use street address only) LaBella Associates, P.C. 300 State Street Suite #201 Rochester, NY 14614</p> <p>Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured (585) 402-7085</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 16-1115731</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Erie County Water Authority 295 Main Street - Room 350 Buffalo, NY 14203</p>	<p>3a. Name of Insurance Carrier CIGNA LIFE INSURANCE COMPANY OF NEW YORK</p> <p>3b. Policy Number of Entity Listed in Box "1a" NYD075696</p> <p>3c. Policy effective period 1/1/2020 to 1/1/2021</p>

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

APPROVED/MJM

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

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

Marceline E. Reilly

Date Signed January 14, 2020

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-866-761-4236

Name and Title Underwriting Director

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.
 If Box 4B, 4C or 5B is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

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

State of New York

Workers' Compensation Board

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

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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



APPENDIX C

ERIE COUNTY WATER AUTHORITY CONFIDENTIALITY AND COPYRIGHT LICENSING AGREEMENT

LICENSE:

Upon execution of this Agreement, the Engineer acquires from the Authority a license to use the proprietary and intellectual property of the Authority for the purpose of completing the work under this Agreement.

The Authority reserves the right to incorporate any Engineer-created data into the Authority's database.

OWNERSHIP:

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

CONFIDENTIALITY CLAUSE:

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

COPYRIGHT NOTICE:

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

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

LIMITATION OF LIABILITY:

ECWA GIS Basemap Features are compiled to National Map Accuracy Standards for 1"=100' scale mapping by Woolpert, Dayton, Ohio, using Stereo photogrammetric methods from aerial photography dated April, May, and/or November, 1990. The control grid is based on New York State Plane Coordinates and North American Datum 1983. The parcels are from Erie County Tax Maps which were available in the County Finance office in June of 1993.

The Authority makes no claims as to the accuracy of the ECWA GIS Basemap Features and assumes no responsibility for their positional or content accuracy. The Authority makes no claims as to the ability of the ECWA GIS Basemap Features to fulfill Engineer application requirements. In providing data, the Authority assumes no obligation to assist the Engineer in the use of the data, or in the development, use, or maintenance of any applications applied to the data.

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

TERMINATION:

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

LIQUIDATION OF DAMAGES FOR BREACH OF AGREEMENT:

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

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

SPECIFIC TERMS OF ACCEPTANCE:

This Agreement constitutes the entire agreement between the parties.

APPENDIX D

RESPONSE TO RFP

STATE FINANCE LAW REQUIRED FORMS

Prepared For:

Leonard F. Kowalski, PE
Executive Engineer
Erie County Water Authority
3030 Union Road
Buffalo, NY 14227

Submitted by:

LaBella Associates
300 Pearl Street
Suite 130
Buffalo, NY 14202
(716) 551-6281



Proposal for Van de Water Treatment Plant and Raw
Water Pump Station HVAC Upgrades

ECWA PROJECT NO. 202000034

JULY 21, 2020

July 21, 2020

Leonard F. Kowalski, PE
Executive Engineer
Erie County Water Authority
3030 Union Road
Buffalo, NY 14227

**RE: Van de Water Treatment Plant and Raw Water Pump Station HVAC Upgrades
ECWA Project No. 202000034
LaBella Proposal No. P2002384**

Dear Mr. Kowalski:

Thank you for the opportunity to submit our proposal for Professional Engineering Services. The proposal has been prepared in the format outlined in your Request for Proposals.

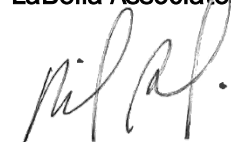
LaBella is a full-service firm whose success is built upon a diverse staff of over 850 engineers, architects, scientists, planners, and other professionals, located in 23 offices globally, including our office in Buffalo. This allows us to respond to any need required to take any project from start to finish.

Charlie Raimondo, PE will serve as Project Manager. He brings over 19 years of HVAC engineering experience to support this project, including experience specifically in water treatment facilities. The proposed team of professionals has expertise in the design and construction of a full range of HVAC upgrades in different type of facilities. Our team members have experience working with in water treatment plants, and as a company, LaBella Associates has extensive experience in water treatment and wastewater treatment facilities. We are currently engaged in the 2020-2021 Distribution Main Design Projects with ECWA.

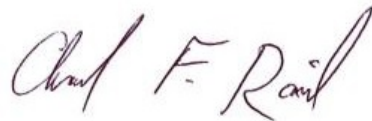
The following proposal contains more detailed information about our firm, capabilities, similar projects, fees, and staff. If you have any questions or require additional information, please do not hesitate to reach out to me, Michael Rogalski at either 716-710-3036, mrogalski@labellapc.com or Charlie Raimondo at 716-710-3044, craimondo@labellapc.com. Thank you again for this opportunity and we look forward to continuing to serve the Erie County Water Authority.

Respectfully submitted,

LaBella Associates



Michael Rogalski, PE, LEED AP
Vice President
Regional Manager – Building Engineering



Charlie Raimondo, PE, LEED AP
Project Manager
Sr. Mechanical Engineer

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QUALIFICATIONS & EXPERIENCE

ABOUT LABELLA

At LaBella Associates, our job is to create – structures, plans, ideas, results. As a nationally recognized Design Professional Corporation, that's a given, right?

But here's what really drives us: creating partnership between our team and our clients. So much so that we become one team, unified in the unrelenting pursuit of exceptional performance on each and every project. Reliability. Accountability. Collaboration. Respect. Not skills we went to school for, but innate in LaBella team members.

The pursuit of partnership is embedded in our culture—has been since our inception in 1978. And it affects client outcomes in profound ways. It means we're built to expertly execute projects from start to finish. That we have the talent and resources to take on any challenge. That projects are completed on time, on budget, and beyond expectations. And that we win awards – not just for our talent, but also for our ethics, employee culture, and growth.

Today, our wheelhouse is broad, with four key service offerings: Buildings, Energy, Infrastructure, and Environmental. Our staff of over 800 team members is spread across 21 office locations. We're headquartered in Rochester, NY—but our impact is seen, felt, and experienced around the world.



SOLVE COMPLEX PROBLEMS



INFRASTRUCTURE

We're planning, designing, and building the systems and structures that enable modern life. It's innovation meets heavy-duty insight.

ENHANCE OUR EXPERIENCE



BUILDINGS & FACILITIES

It's about more than creating, maintaining and resurrecting the buildings in which we work, learn, and engage – it's about beautifying and bettering the communities we call home.

ADVOCATE FOR THE FUTURE



WASTE, RECYCLING AND ENVIRONMENTAL

Our services are leading the way to help study, restore, and safeguard the land, air and waterways in and around our communities.

LEAD THE WAY



ENERGY

From traditional energy sources to renewable ones, we're helping power our regions through energy resource management, transmission and distribution.

REFERENCE LIST

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

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Manager, Design
181 Ellicott Street
Buffalo, NY 14203
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ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Keith Ambrose, EIT
Mechanical Engineer
95 Franklin Street, Ste 1400
Buffalo, NY 14202
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CITY OF BUFFALO DEPARTMENT OF PUBLIC WORKS, PARKS & STREETS

Michael J. Finn, PE
Commissioner
65 Niagara Square/616 City Hall
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(716) 851-5629
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DAEMEN COLLEGE

Donald W. Phillips
Director of Facilities
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TOWN OF CANADICE

Kristine Singer
Town Supervisor
5949 County Road 47
Springwater, NY 14560
(585) 367-2050
supervisor@canadice.org

TECHNICAL CAPABILITIES

Areas of Firm Expertise

Environmental Consulting & Ecological Services

- Phase I & II Environmental Site Assessments
- Remediation
- Brownfields
- Asbestos, Lead and Mold Abatement Design
- Industrial Hygiene & Safety
- Site Analysis and Site Selection
- Wetland Delineation
- Ecological Studies

Mechanical Engineering

- HVAC / Precision Cooling System Design
- Plumbing & Fire Protection
- Distribution Systems



Our project teams are comprised of professionals from diverse disciplines, working together in partnership to tackle our toughest challenges.

- Building Systems and Controls
- Facilities Evaluation and Design
- Industrial Process Piping and Systems
- Geothermal
- Solar Thermal

Energy Engineering

- Energy Auditing & Lighting Surveys
- Energy Master Planning
- Energy Metering and Monitoring

- Performance Contracting Assistance
- Energy Conservation Measures: Evaluation, Design
- Alternative Fuels: Biomass, Biogas
- Distributed Energy Resources, CHP, PV, Wind
- Economic Analysis, Life Cycle Cost Analysis
- Rebate Assistance, 3rd Party Reviews
- Facility Benchmarking
- LEED Assistance
- NYSERDA Program Services

Commissioning Services

- Evaluation of Facility Requirements
- Compliance & Performance Reviews
- Field Verification
- Identify & Correct System Installation Deficiencies
- Review of Operations & Maintenance Manuals for Compliance
- Post Construction



TECHNICAL CAPABILITIES

Areas of Firm Expertise

Assessments

- NYSEDA and LEED Commissioning
- Retro-Commissioning

Electrical Engineering

- Power Distribution Systems & Emergency Power
- Lighting & Life Safety Design
- Fire Alarm Engineering
- Security & Access Control Systems
- Telephone & Data Communications
- Electric Utility Engineering
- Process Control & Instrumentation

Structural Engineering

- Structural Design & Inspections
- Load Ratings
- Site Engineering
- Substation Structural Design
- Foundation Design

Civil Engineering

- Water & Wastewater
- Utility Design
- Stormwater Management
- Site Design
- Athletic Field Design

Transportation Engineering

- Highway & Street Design
- Traffic
- Bridge Design
- Survey
- Construction Administration
- Geotechnical Engineering

Planning

- Funding and Grants Consulting

- Municipal Planning
- Environmental Review
- Facility Planning
- Downtown Revitalization
- Economic Development
- Wind Energy Project Review
- Geographic Information Systems

Architecture

- Architectural Design
- Project Management
- Development Scheduling
- ADA Compliance
- Site Selection and Analysis
- Feasibility Studies
- Land Use Master Planning
- Space Planning
- Site/Sports Planning
- Computer Aided Design & Drafting
- Facilities Evaluation and Planning
- Project Programming
- Cost Analysis
- Resident Project Representation

Interior Design

- Interior Design
- Space Utilization
- Furniture, Fixtures, Equipment + Technology Integration

Program Management

- Portfolio and Program Management
- Project Management
- Procurement Coordination and Expediting
- Project Scheduling and Controlling
- Cost Analysis
- Risk Management

Noise and Acoustical

- Acoustical Design for Critical Spaces
- HVAC System Noise Control
- Environmental Noise Analysis

Waste & Recycling

- Engineering and Environmental Services Tailored to the Solid Waste Industry
- Construction Phase Services
- Operations Consulting
- Stormwater
- CCR Management
- Landfill Gas Management
- Material Reuse/Recycling
- Training

CITY OF CANANDAIGUA

Water Treatment Plant Chlorination Conversion

CLIENT PARTNER

James Sprague
Director of Public Works
(585) 396-5060
jps@canandaiguanewyork.gov



The City of Canandaigua engaged LaBella to design and oversee construction of the conversion of their Water Treatment Plant's gas chlorine disinfection to a less hazardous system. The City initially wanted to employ either an On-Site Chlorine Generation (OSG) system or a Tablet Feeder, and LaBella evaluated these options and provided a recommendation. Subsequently, LaBella provided an analysis of a bulk liquid feed system which carried a lower initial cost as well as a somewhat lower life cycle cost (assuming the continuation of currently available low hypochlorite vendor costs), and the City opted to abandon the initially desired approach and instead have LaBella design the bulk liquid feed system.

The design included feeding liquid chlorine to four injection points, each with a different flow and two different pressure regimes. LaBella incorporated two different injection systems – 1) peristaltic metering pumps for the low-pressure feeds to the treatment process feed points

LaBella worked with the City to value engineer a liquid chlorination system that was more efficient than the original design.

and 2) venturi-principle vacuum injectors for the high-pressure distribution system residual trim feeds. LaBella recommended and incorporated existing equipment from the gas feed system into the new liquid feed system in order to minimize initial costs.

The successful construction bid was within 10% of the schematic design (preliminary analysis) estimate. The project construction was completed on time with only approximately 2% change orders, including some City-generated changes.

Construction Cost: \$300,000

Year Completed: 2008



CITY OF GASTONIA

Water Treatment Plant Renovation & Upgrades

CLIENT PARTNER

Matt Bernhardt
Director of Public Works
704-866-6843



The City of Gastonia underwent a substantial capital improvement project for the upgrades of their water treatment plant that was originally designed by the LaBella team. This project involved major upgrades to the existing infrastructure as well as the addition of new buildings and water treatment infrastructure.

The major engineering work for this project included: rebuilding the process trains 1 thru 4 with membrane filters; major upgrades to the electrical system including energy efficient lighting; complete renovation and upgrade to building mechanical systems including energy efficiency HVAC systems; new laboratory and office spaces; new perimeter

LaBella has been a client of the Gastonia Water Treatment Plant for over 50 years.

security fencing; upgrade the existing building façade; stabilization of structures in the south plant; constructing a 5.0 MG clearwell; and installing updated SCADA systems. The project was produced and coordinated using REVIT modeling which provided detailed coordination between multiple engineering disciplines.

Construction Cost: \$65 Million

Year Complete: 2019



CITY OF HORNELL

Wastewater Treatment Facility, FlexTech Study

The City of Hornell hired LaBella to complete a NYSERDA FlexTech Study to evaluate the potential to lower the WWTP energy consumption, and to replace outdated and inefficient equipment. The motivation for this study was to upgrade the WWTP, and concurrently lower energy usage and cost.

As a NYSERDA Certified FlexTech Contractor, LaBella completed an energy study for the City of Hornell. Energy audits completed through the NYSERDA FlexTech Program include funding for 50% of the study cost—realizing additional savings for our clients.

LaBella's scope of work included examining existing WWTP equipment and processes for energy savings potential. The plant's operations were evaluated considering such items as motors (> 5hp), lighting, electric heating, VFDs, control sequences, etc.

Due to the large amount of energy required by the existing aeration process, LaBella recommended a conversion to fine bubble dispersion as a significant energy conservation measure.

In addition, we identified other energy conservation measures, estimated the associated energy savings, estimated the costs for design and construction, and finally calculated the payback period for each recommended measure.

The design project to implement our recommended energy-saving improvements is currently underway.



The NYSERDA FlexTech Program includes funding for 50% of study costs—realizing additional savings for our clients.

CITY OF ROCHESTER

Hemlock Filtration Plant HVAC Upgrades

CLIENT PARTNER

Lisa Gossard, RA
Project Manager
City of Rochester
Architecture Services
585-428-7494



The Hemlock Filtration Plant was constructed in 1993.

LaBella provided full design services from program development phase through construction administration for the replacement of miscellaneous HVAC equipment for the City of Rochester at the Hemlock Filtration Plant constructed in 1993.

The City of Rochester identified multiple HVAC equipment problems that required replacement or modification for proper operation. The project consisted of two rooftop unit replacements, one heat recovery unit replacement, replacement and improvement of cooling equipment serving the control room, replacement of multiple above ceiling fan coil units that are not easily accessible for maintenance, and recommendations for improvement of infiltration of diesel generator exhaust fumes.

The project included program verification and schematic design phase, design development, contract document phases, bidding phase, and construction

administration services.

Program analysis required completion of cooling load calculations to verify equipment capacities, energy efficiency comparisons where equipment options were available, and cost estimation to confirm compliance with program budget. It was recommended to increase the generator exhaust stack height to improve building odor infiltration. Alternative equipment options were evaluated and relocation of piping and ductwork was completed to improve maintenance accessibility of fan coil units.

Construction Cost: \$148,000

Year Completed: 2012



CITY OF THOMASVILLE

WTP Baffle Installation & Clearwell Cover Replacement

CLIENT PARTNER

Morgan Huffman
Public Service Director
(336) 475-4225
huffmanm@ci.thomasville.
nc.us



The City of Thomasville owns and operates a 6.0 MGD water treatment plant located within the city limits. The City retained LaBella to evaluate the existing condition of the structure, the hydraulics of the clearwells, and the storage capacity based on 20 year population projects.

Inspections of the interior and exterior structure revealed cracking and deterioration of the cast-in-place roof structure. In addition, plant upgrades had placed additional loads to the roof structure that included mechanical, electrical, and an exterior wall of a structure. The hydraulic analysis determined that baffles would need to be installed to allow for proper contact time. The capacity analysis determined that the current size was sufficient for the estimated 20 year demand.

LaBella provided planning, design, permitting, and construction services for the installation of baffles, multiple valve replacements, demolition and replacement of two

The City of Thomasville owns and operates a 6.0 MGD water treatment plant located within the city limits.

clearwell covers, as well as maintaining the structural integrity of an adjacent structure.

Mechanical work consisted of the relocation of two air cooled condensing units serving the adjacent building to accommodate the new clearwell cover. New 4" air vents were installed in the roof for circulation.

Construction Cost: \$1.4 Million

Year Completed: 2015



VILLAGE OF CLYDE

Wastewater Treatment Plant Upgrades



LaBella designed equipment/process upgrades that would improve treatment efficiencies at the plant and align the plant with New York State Department of Environmental Conservation's (NYSDEC) disinfection regulations. Upgrades included:

Preliminary Treatment and Influent Pumping Improvements:

The plant currently has outdated grit removal equipment that is original to the plant. A vortex grit removal system and a new mechanical fine screen was determined to be more efficient for this plant. Additionally, the influent pumps are also outdated and were recommended to be replaced to a model that is more resistant to screenings impairment. Current equipment selection and design of these units are ongoing.

Aeration System Improvements:

The current layout of the aeration system was analyzed during the evaluation phase of this project and it was determined that the system was not optimized. Blower replacement/

Project Cost: Est. \$2.3 million
Project Completion: Ongoing

addition, adjustments to the piping network and valving, and adjustment to the diffuser systems are all components being analyzed to optimize both the performance of the blowers and the efficiency of the secondary treatment process and aerobic digestion process.

Effluent Disinfection Installation:

NYSDEC requires the plant to install disinfection at the effluent of the plant. Both ultraviolet (UV) light and chlorine disinfection were considered from a cost perspective. UV disinfection is currently being designed for the plant.

Waste Sludge Pumping Improvements:

There is currently only one sludge pump between both treatment tanks at the plant. It was determined during the evaluation phase that a pump dedicated to each tank is necessary in the event that one pump goes down

CLIENT PARTNER

James Reed
Superintendent
Department of Public Works
(315) 923-7821



for maintenance. Design of the sludge pump system is ongoing.

Mechanical work to include:

Wet and dry well exhaust fan replacements, Blower Room ventilation replacements, Office/Lab exhaust hood replacement and misc. patching of removed equipment.

Miscellaneous Improvements:

Various electrical, plumbing, and architectural/structural deficiencies were found during the evaluation phase of the main pump and blower building. Design of these improvements are ongoing and bring the plant up to code. This should be beneficial from an energy and water savings perspective.

CITY OF HORNELL

Water Treatment Plant Upgrades

LaBella has been involved in the evaluation, design, and implementation of many improvements at the City of Hornell Water Treatment Plant for over 20 years. The plant, originally constructed in the early 1970s, consisted of a cascade aerator, a rapid mixing tank to promote coagulation, a clarifier, four filters, chemical feed systems, a sludge pumping station, and sludge freezing and settling lagoons. At that time, it had not undergone significant upgrades for over 25 years.

In the late-1990s, LaBella designed comprehensive improvements to the 3 MGD plant, including installation of multimedia (sand and anthracite) filters with air/water backwash systems, a second clarifier, new chemical feed systems, and piping modifications to meet disinfection requirements.

The project also included the addition of a new inlet pipe to the 2.5 MG storage tank to separate inlet and outlet flow. This helped to mitigate the potential formation of disinfection by-products by reducing the water age in the tank due to poor circulation and stagnation. The improvements were completed in two phases, and were financed under the Drinking Water State Revolving Fund.

In 2015, LaBella partnered with the City to identify further improvements required to maintain treatment plant performance and reliability including replacement of the 2.5 MG storage tank with two new storage tanks, rehabilitation of a clarifier, construction of an automated process control system, installation of new valves, actuators and a chemical metering pump, and structural and electrical upgrades.

LaBella completed a Preliminary Engineering Report and the City received a Water Infrastructure Improvement Act Grant and Drinking Water State Revolving Fund loan to finance the project. Construction of the upgrades project began in August 2019 and is expected to be completed in early 2021.

CLIENT PARTNER

Mitch Cornish
Superintendent of Public Works
mcornish@cityofhornell.com
(607)324-7421

CITY OF ROXBORO

Wastewater Treatment Plant Upgrade



Project Description: The City of Roxboro owns and operates a 5.0 million gallon per day (MGD) rated wastewater treatment plant (WWTP) which was originally constructed in 1963. Various subsequent modifications were implemented in 1983, 1998, 2003, 2008, and 2012. The WWTP currently experiences flows averaging approximately 2.0 MGD, with maximum days (due to inflow and infiltration) exceeding 8.0 MGD, and brief peak flows near 15 MGD have been recorded.

When the NC Department of Environment and Natural Resources (DENR) issued an NPDES Permit for the WWTP in May 2013 that included more stringent Ammonia limits than the WWTP is capable of continuously meeting, Roxboro engaged LaBella to study and make recommendations regarding improvements to maintain compliance. LaBella evaluated five alternatives for the Project, resulting in a recommendation for an Oxidation Ditch with Influent Equalization.

As review of the existing facility was performed, it became apparent that many other

components—including items dating back to the original 50+ year old installation—warranted upgrade and/or replacement as well. These included the 15-year old “temporary” Chlorine Storage / Feed Building, Digester Capacity, RAS/WAS Pump Stations, Plant Water System, and the Lab / Administration Building.

One significant process challenge at the WWTP is the historically routine receiving of up to 36,000 gallons per day of landfill leachate. Leachate arriving at the WWTP has been measured to contain in excess of 1200 mg/L of Ammonia, with averages in the 900 mg/L range. The newly imposed effluent limits made this a critical design criteria.

Load equalization was designed as the first step of mitigating leachate impacts. Separate from the hydraulic equalization, the design includes an 80,000-gallon leachate equalization tank and variable-flow pumps designed to ‘bleed’ 15 to 20 gallons per minute into the oxidation ditch.

In addition, an internal recycle (IR) step was added to the design to provide a more stable

CLIENT PARTNER

Tommy Warren
Assistant City Manager
105 South Lamar Street
Roxboro, NC 27573
(336) 599-3116
twarren@cityofroxboro.com

process under leachate loading conditions. The inclusion of IR has other added benefits as well—particularly the reduction of oxygen demand and the resultant cost savings due to lower required energy input. IR also provides flexibility to manage alkalinity (and therefore maintain target pH levels in the process) regardless of the variability and/or future growth of influent flowrates.

Mechanical work consists of:

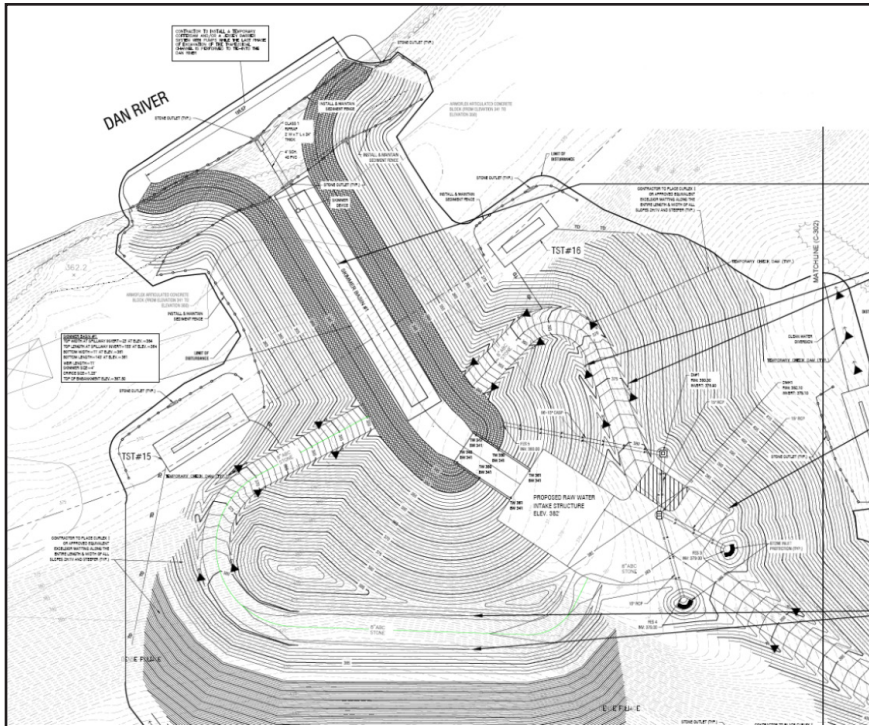
- Exhaust fans with intake louvers thermostatically controlled for ventilation in Pump Building, Digester Pump Room and Chlorine Building. New unit electric unit heaters provide heat to these areas.
- New air conditioning split systems were added for Pump Building electrical VFD room and main electrical building.
- Mechanical HVAC system design for the new office building.

Budget: On Budget (~17.3M construction contract)

Schedule: On schedule (for October 2020 completion)

CITY OF ROXBORO

Raw Water Pump Station and Transmission Line



Project Description:

The City of Roxboro, Person County and Town of Yanceyville jointly proposed to construct a new raw water transmission line from the Dan River near Milton NC to Roxboro NC. Proposed facilities include a raw water intake, sediment settling basin, and pump station on the southeast bank of the Dan River in northeastern Caswell County, as well as a raw water main which will transmit water from the Dan River intake approximately 13 miles southeast to the City's existing water supply reservoir, Lake Isaac Walton. The river intake structure, settling basin, pump station, and 36-inch diameter pipeline will be designed for 30 MGD to accommodate Roxboro and Person County's potential 50-year

build-out peak water demand, including potable and raw water needs.

The project is broken into three phases. The first phase includes the access road to the site, the intake channel, and a portion of the intake structure. The second phase would include the remaining structures, pumps, and appurtenances along with approximately 70,200 linear feet of 36 inch diameter pipeline. In addition, Yanceyville NC will construct approximately 67,000 linear feet of 24-inch water line from the Dan River pump station to Yanceyville existing water supply reservoir. The final phase would include any required upgrades to the Roxboro Water Treatment plant including an expansion of the existing Ion Exchange treatment process.

CLIENT PARTNER

Tommy Warren
Asst. City Manager
P.O. Box 128
105 South Lamar St.
Roxboro, NC 27573
(336) 503-0489
twarren@cityofroxboro.com

Estimated Cost: \$8.5M for the pump station, \$28M for the raw water line

Construction Cost: TBD

Completion Date: TBD



UNDERSTANDING & APPROACH

PROJECT APPROACH

Project Understanding

LaBella understands that the Erie County Water Authority (ECWA) is looking to upgrade and improve the existing HVAC and controls systems at the Van De Water Treatment Plant (WTP) and Raw Water Pump Station (RWPS), both located in the Town of Tonawanda. The proposed scope of upgrades includes the following:

- Replace four (4) base mounted end suction heating hot water pumps, valving and controls, within the WTP.
- Replace six (6) gravity louvers within the WTP with DDC controlled 2-position dampers and cottonwood screens. Modify the WTP Electrical Switch Gear Room intake to prevent water infiltration from damaging the electrical equipment.
- Provide two (2) fiberglass upblast exhaust fans within the WTP with thermostatic controls and variable frequency drives.
- Improve temperature and humidity control within the WTP Server Room.
- Improve temperature control and reduce corrosion of equipment within the WTP Variable Frequency Drive (VFD) Room.
- Convert an existing solids handling space into a polymer storage room within the WTP, including proper temperature controls and ventilation.
- Replace gravity louvers within the RWPS with DDC controlled 2-position dampers and cottonwood screens.



Existing Raw Water Pumping Station (RWPS) main pumping room.

- Evaluate the existing Barber Coleman controls system, and implement Consultant's recommended approach for upgrade/extension of system to control H&V equipment within the WTP and RWPS.
- Extend DDC controls system to allow for remote operation of the RWPS from the WTP.

Approach

Our approach to this project has been employed on numerous design and construction projects successfully completed by LaBella. This is built on a fully-integrated team, managed from the senior leadership down to the staff level. We feel this level of involvement provides our clients with professional project management expertise to ensure outstanding performance in

every respect. Coupled with our firm's commitment to quality management, this attention to detail helps ensure that projects are delivered on time and within budget. Our record of repeat assignments from satisfied clients bears out the value of this principle, and we believe we are demonstrating this value in our other current ECWA projects.

Our proposed team for the Van De Water Treatment Plant HVAC Improvement project has extensive experience with the design and implementation of mechanical HVAC systems within similar facilities. Importantly, our approach starts with developing a working relationship with the system operator to understand the specific nuances of the systems. This allows us to not only select the most appropriate approach to

PROJECT APPROACH

meet the project needs, but to also structure the project schedule to minimize disruption during construction. Our in-house buildings engineering, architecture and structural personnel will ensure the design of the new systems and controls will meet the necessary requirements. From our staff of over 850 professionals, we have the necessary resources and capabilities to work through any situation, while remaining flexible to address ECWA's requirements and fulfill the proposed project schedule. Finally, our environmental staff are fully versed in addressing SEQR requirements, as well as addressing any potentially regulated building materials that may be found during demolition of the existing structure.

Our team of professionals has the past experience to implement a constructible design while maintaining the necessary cooling and ventilation services during the course of work, with tried and true methods that have been proven to be successful in a variety of water treatment plants and data centers.

For the VFD Room, we envision utilizing an N+1 arrangement for redundancy. Two indoor Liebert-style evaporator units would be located within the space, with two remote condensers at the roof, to provide cooling during summer. An intake hood at the roof would provide fresh outdoor ventilation air, and exhaust fan with variable frequency drive would provide variable flow ventilation to cool the space during cooler seasons to reduce energy consumption. The existing skylight openings in the roof can be utilized to reduce cost and construction schedule.

For the Server Room, an N+1 arrangement would also be

used for redundancy. For flexibility and efficiency, we anticipate proposing installing a raised floor system within the Server Room. Two indoor Liebert-style evaporator units with a downflow arrangement, would operate on a lead-lag schedule for redundancy, delivering conditioned air into the pressurized floor plenum space. Perforated floor panels would be strategically located to provide spot cooling across the racks. Remote condensers at the roof would be provided with heated refrigerant receivers to allow for smooth compressor operation during low ambient conditions. Outdoor air could be ducted directly to the return connection of the indoor units to allow for economizer operation during low outdoor temperature and humidity conditions to reduce energy consumption. During construction, the raised floor and HVAC system would be installed in a phased approach, to reduce downtime of the servers. Temporary rented movable cooling units (MovinCool) would be utilized during the construction period, utilizing the new economizer duct roof penetrations as a path to exhaust the hot air.

LaBella maintains excellent relationships with a number of subconsultant firms, including NYS-certified Minority-Owned and Women-Owned Business Enterprises in Erie County. Although no participation goals have been set for this proposal, we are including Kubit Engineering, PLLC (Certified WBE) on our team to provide qualified resident engineer services to support the project.

Scope of Services

LaBella proposes to provide the Scope of Services listed in the RFP as follows.

Task 1 – Basis of Design

LaBella will attend a kick-off meeting with ECWA to review the scope of the project and ECWA's design intent. We will also determine key project processes, such as schedule milestones and communication procedures.

We will review existing documentation regarding the WTP and RWPS, including drawings, design manuals, maintenance records, and historical system operation data, to ascertain current conditions and inadequacies. We will follow up with site visits to field verify



PROJECT APPROACH

record information and conduct meetings with operating staff to discuss operational strategies, desired goals, shortcomings and challenges.

Our environmental team will identify locations of suspected hazardous materials. Samples would be taken for analysis, as part of Task 7 - Special Services.

The Basis of Design (BOD) Report would include preliminary schematic-level drawings showing layout of proposed equipment, controls diagrams, equipment cutsheets, controls narrative, and specification section table of contents. The BOD Report will also include a narrative on construction sequences, areas impacted, strategy for temporary services and anticipated duration. The BOD Report could serve as the project 30% submission deliverable.

Finally, a preliminary cost estimate will be provided to confirm the budget established. We will conduct meetings with ECWA to review the BOD Report, confirm the final design selections and review strategies to install new systems while keeping services operational, whether that be through a phased approach or providing temporary cooling equipment.

Task 2 – Design Documents

Detailed design under the supervision of licensed Professional Engineers will proceed in three phases (60%, 90%, and 100%). Drawings, specifications, and calculations will be submitted as applicable at the end of each phase and reviewed with ECWA. It is anticipated that final equipment selections and layouts will be



LaBella's approach to project management is to fully engage the client as a partner in the design of their project.

presented at the 60% stage, along with detailed control diagrams and strategies. In the 90% phase, final details will be provided, along with specifications. The 100% submission will include all elements necessary to submit documents for approval, including drawings and specifications.

Drawings will be prepared using AutoDesk software, including Revit and AutoCAD. Documents will be presented in file formats that will be reviewable by ECWA.

Finally, our knowledge of building codes and regulations and extensive experience of working alongside municipal code enforcement officers enables us to assist ECWA with obtaining the necessary permits.

Task 3 – General Services

LaBella has vast experience with the administration of projects through the bidding, construction and commissioning phases, including a range of HVAC improvement projects.

We will assist ECWA with construction procurement, including determining the qualifications of prospective bidders and recommending contract awards.

We will be involved throughout construction, including reviewing shop drawing submittals, reviewing the contractor's progress and quality of work, preparing work change directives and change orders as necessary, maintaining RFI and submittal

PROJECT APPROACH

logs, leading bi-weekly progress meetings, issuing meeting minutes, updating construction progress schedules, coordinating operation impact with ECWA, and performing construction closeout activities.

Task 4 – Resident Inspection

We will provide a full-time resident project representative for the duration of onsite construction activities. Our proposed construction observers are versed in contractor coordination on complex water facility and HVAC improvement projects.

For the purposes of this proposal, we have estimated the proposed construction observation effort based on a 6-month active onsite construction period. Approximate hours are presented in the Fee proposal.

Task 5 – Record Drawings

We will work with the contractors to ensure contract drawings are marked up during construction, and reflect the actual as-built conditions. The redlines will be used, supplemented with additional as-built survey as necessary, to prepare to the final record drawings to ECWA standards.

Task 6 – Authority Program/ Procedure Updates

As part of the commissioning process, we will assist ECWA with revising the standard operating procedures manual.

We are familiar with preparing arc flash study reports and lock-out, tag-out programs, and will assist ECWA with updating the associated documentation upon completion of construction.



Task 7 – Special Services

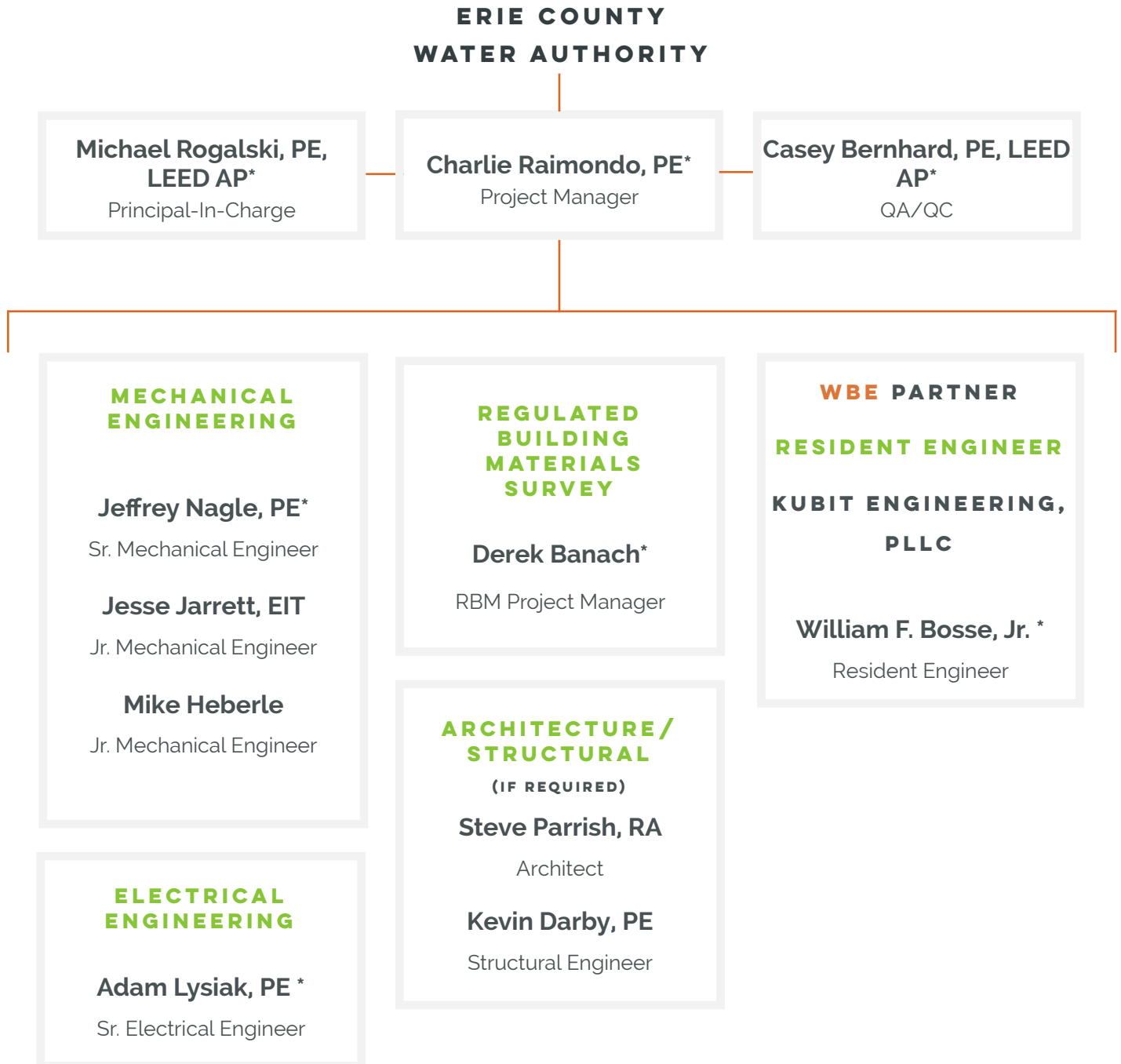
As directed in the RFP, we have included a \$20,000 contingent item in our proposal for Special Services for each contract. At this time, it is anticipated that hazardous materials sample analysis will be required for this project which will be completed by our in-house environmental scientists and technicians.



PROJECT STAFFING

TEAM ORGANIZATION

We build a project team by thoughtfully engaging professionals that have demonstrated reliability, accountability and collaboration.



*Resume included

CURRENT WORKLOAD OF PROJECT TEAM KEY PERSONNEL

TEAM MEMBER	ASSIGNED PROJECT	PROJECT STAGE	PROJECT % COMPLETE
Jeff Nagle, PE	General Motors HVAC Study	Report	20%
	Chautauqua County - Sherman Fuel Station	Construction	80%
	Dunkirk Schools 2020 CIP	Design Development	10%
Charlie Raimondo, PE	Destination Brewery/Event Center	Bid Documents	60%
	HUD Office Renovation	Bid Documents	80%
	Steuben County - Office & Court Renovation	Construction	80%
Jesse Jarret, EIT	Destination Brewery/Event Center	Bid Documents	60%
	Royalton/Hartland School 2020 CIP, Phase 2	Bid Documents	75%
	Buffalo Fire Dept. - Kitchen Renovations	Design Development	10%
Michael Heberle	Destination Brewery/Event Center	Bid Documents	60%
	HUD Office Renovation	Bid Documents	80%
	Steuben County - Office & Court Renovation	Construction	80%
Adam Lysiak, PE	Chadakoin Park Restroom	Bid Documents	75%
	Destination Brewery/Event Center	Bid Documents	60%
	Royalton/Hartland School 2020 CIP, Phase 2	Bid Documents	75%
	MLK Jr. Park Lighting Upgrade	Design Development	30%
	East Aurora W/WTP Electrical Study	Report	90%



MICHAEL D. ROGALSKI

MEP Regional Leader

Mike is a Vice President and MEP Regional Leader for LaBella's Buffalo Office. He has over 29 years of experience in electrical design and specification of power distribution systems, grounding and lighting systems, and QA/QC for manpower projects. Mike has extensive skills in contract document preparation, client services, construction budget monitoring, engineering design support and project management

PE, LEED AP

Professional Engineer
NY, NJ, OH, PA, MA, LA, NC, SC,
CT

EDUCATION

**University at Buffalo: B.S.,
Electrical Engineering**

ORGANIZATIONS

**National Council of Examiners
for Engineering & Surveying**

**US Green Building Council-
LEED Accredited Professional**

Erie County Sewer District No. 8: East Aurora WRRF—East Aurora, NY

Principal Engineer for a study of the entire electrical system of the water treatment plant. Mike provided a report with recommendations, initial design and probable costs for the suggested improvements.

Monroe County: Trolley Blvd Pump Station—Gates, NY*

Electrical Engineer for a multi-million dollar upgrade to the pump station on Trolley Street in Rochester. Provided a new 1600-amp 480/277-volt service, new motor control centers. Three new 280-HP lift pumps with VFDs, harmonic filters and manual transfer switch to generator cable tap box for a portable generator. Provided instrumentation and control wiring to serve the process.

Village of Newark: Pump Station NYS Rte 31—East Newark, NY*

Electrical Engineer for a new pump station building to replace underground lift pumps. New 208/120-volt 400-amp service to serve two 20-HP pumps, new lighting and 60 KW exterior natural gas generators was provided. Provided instrumentation and control wiring to serve the process.

Erie County Sewer Authority— Lancaster, NY

New 7,000 sf addition to existing Erie County Sewer District building in Lancaster NY, replaced entire electric service, power distribution, lighting, fire alarm and security system in the existing building.

Monroe County: Frank E. VanLear WWTP—Rochester, NY

Electrical Engineer for a multi-million dollar upgrade to the 135 mgd treatment plant facility near Lake Ontario. Work included upgrade several motor control centers, new aeration blowers; new dual feed 480-volt electric service. Upgrade electrical distribution equipment at all exterior basins; new lighting and instrumentation wiring. Provided services from construction documents through close-out.

Village of Newark: WWTP Reconstruction—Newark, NY

Electrical Engineer for an approximate \$23 million reconstruction of the existing 3 MDG WWTP. Work included a new 480-volt, 1600-amp service, power distribution and fiber optic cabling throughout site, new blower building, upgrade pump station, new material handling building, new influent building that process raw sewage



*Completed under previous employment.

classified as Class 1, Div. 1, and other upgrades. Provide full electrical engineering and with instrumentation & control for all processes.

Village of Waterloo: WWTP Upgrades—Waterloo NY

Electrical Engineer for an upgrades to the existing 1.25 MDG plant that include a new chemical feed building, upgrades to the clarifiers, a new UV process station and miscellaneous upgrades the main plant building.

Mount Crested Butte WWTP—Mount Crested Butte, CO

Electrical Engineer for 1.2 MGD expansion of the current plant. Designed new 480/277 volt, 1600amp electric service and coordinated with local utility, designed emergency power system which consisted of 750 KW diesel generator and PLC controlled load steps. Designed power distribution, which includes motor control centers to all buildings. Designed branch power and lighting systems in hazardous locations for all buildings. Designed lightning protection system and ground grid system for entire site.

NFTA: Buffalo Niagara International. Airport, 485 Cayuga Back-up Data Center—Buffalo, NY

Project Manager for a \$350k electrical mechanical project that featured a new gas-fired, 125-kW backup generator to serve data center and ancillary office space. Work included power distribution to data center equipment, data rack cooling and general cooling of the data center space. New power and lighting to office space and a 48-strand fiber optic cable from the adjacent air field ductbank.

NFTA: Electrical Vault Upgrades at Niagara Falls International Airport—Niagara Falls, NY

Project Manager for the upgrades to the main electrical vault equipment at the airport. Project consisted of replacing the existing airfield lighting constant current regulators and replacing the existing 250-kW diesel Onan generator. Project also included the reuse of the existing louver for air intake and exhaust. Approximate cost was \$250k.

UPMC Chautauqua WCA Hospital: Electrical Infrastructure Upgrade—Jamestown, NY

Project Manager for \$3 million renovation of the existing electrical distribution equipment and emergency power system. Work included extension of existing 480-volt, 4000-amp double ended switchgear, and replace old Federal Pacific switchgear with paralleling switchgear. Replaced 3-500KW diesel generator with 2-750kW and paralleling an existing 1MW generator. Managed a multi-discipline team that include mechanical, structural and architectural.

NFTA: Frontier Bus Garage, HVAC Upgrades—Tonawanda, NY

Project Manager for upgrading the heating and ventilation systems for the maintenance area so new compress natural gas (CNG) fueled buses can be maintained. This required sealing openings in existing walls, new door thresholds, replacement of 22,000 CFM rooftop energy recovery unit, replacement of two (2), 30 year 10,000 CFM air handling units, added an

emergency exhaust system through a series of exhaust fans, replacement of wash bay heating and ventilation equipment, new natural gas detection system with integrated control sequences to open garage doors in an event of a gas leak, added air conditioning to workshop office area and necessary electrical work to support project. The project was constructed in phases to maintain operations. Approximate cost \$1.4 Million.

NFTA: Buffalo-Niagara International Airport, Restroom Renovations—Cheektowaga, NY

Project Manager for the renovation of (14) public restrooms. Restrooms were approaching 20 years old of heavy airport use; the project consisted of, replacement of toilet partition, counters, fixtures, plumbing trim, misc. toilet accessories; provide necessary cutting & patching; Exhaust fans of all restrooms were replaced. Pre-construction air balance reports were prepared. Responsible for engineering services through construction and project close-out; approximate project cost was \$1.1 Million.

NFTA: Buffalo-Niagara International Airport, Arc-Flash Study for Airport Rooftop Units—Cheektowaga, NY

Project Manager for preparing an Arc-Flash Study of electrical circuits serving (31) HVAC rooftop air handling units serving the entire airport. The existing electronic file was modified and to include HVAC equipment. Submitted report and installed arc-flash warning signs on electrical equipment.



CASEY BERNHARD

QA/QC - Mechanical Discipline Leader

Casey has 25 years of experience in mechanical, energy and environmental design for buildings and facilities. His experience has applied to projects in state agencies, higher education, K-12, institutional, municipal city/county or government, commercial, criminal justice, and industrial applications. Project types include HVAC and plumbing system design, energy study services, master planning, commissioning and green building design. His responsibilities have included project management, mechanical design, contract document preparation, energy analysis, facility evaluations, specification writing, cost estimating, and construction administration.

PE

Professional Engineer
NY, VA, GA, ME, NC, OH, TX, CO,
CT

EDUCATION

Cornell University: MEng,
Mechanical Engineering

Union College: B.S., Mechanical
Engineering

CERTIFICATIONS/ REGISTRATIONS

LEED Accredited Professional,
U.S. Green Building Council

ORGANIZATIONS

American Society of Heating,
Refrigeration and Air
Conditioning Engineering -
Member

American Society of Mechanical
Engineers-Associate Member

City of Gastonia: Water Treatment **Plant Upgrade and Expansion—** **Gastonia, NC**

Technical Advisor for the gargantuan upgrade to the Two Rivers Water Treatment Facility which produces fresh water for the greater Gastonia, North Carolina area. The \$60 million project upgrades included fine membrane filtration as well as general upgrades to the complex.

Johnson Controls: Hornell Water **Pollution Control Plant Aeration** **Basin Upgrades—Hornell, NY**

Sr. Mechanical Engineer for the final design, specifications, general layout and construction for upgrades to the Hornell Water Pollution Control Plant. Upgrade included the transition of the aeration basins from energy intensive surface aerators to fine bubble diffusion. It helped reduce operating costs (electric and maintenance), and improved treatment efficiency.

Allegany County: Courthouse **HVAC System Study—Allegany, NY**

Mechanical Project Manager for a new courthouse addition at Allegany County Courthouse. Responsible for HVAC system selection and completion of whole building energy simulation to make recommendations on system

costs for various HVAC systems, including geothermal heat pumps, standard heat pumps, air handling units, and rooftop units. Analysis and presentation of renewable energy systems were conducted including solar photovoltaics, solar thermal systems, and wind power. Completed NYSERDA New Construction program and obtained cost savings for energy saving measures that were implemented in the project.

City of Hornell Public Works: **Public Safety Building—Hornell,** **NY**

Primary Design Engineer for replacement of HVAC system for the total renovation of the two story, 10,000 sf public safety building.

Monroe County Office Building: **Master Plan—Rochester, NY**

Mechanical Engineer responsible for evaluation of building HVAC systems in the 168,000 sf historic building constructed in 1894. The master plan included recommendations of energy conservation measures, cost estimation and project phasing. Mechanical systems that were upgraded include motor control centers, buildings air conditioning and heating systems and heat recovery wheel.



CHARLES F. RAIMONDO

Senior Mechanical Engineer

Charlie has more than 18 years experience in HVAC design. His responsibilities include all facets of project management, such as maintaining client relations, generating contract documents, construction administration, and quality control. He has extensive experience in mechanical design and code compliance.

PE

Professional Engineer
New York

EDUCATION

University at Buffalo: B.S.,
Mechanical Engineering

ORGANIZATIONS

American Society of
Heating, Refrigerating and
Air Conditioning Engineers
(ASHRAE)

US Green Building Council-
LEED Accredited Professional

Town of Amherst Waste Water Treatment Plant: HVAC Improvements to Various Buildings - Amherst, NY*

Sr. Mechanical Engineer for HVAC system design, project management and construction administration of a multi-building HVAC improvement project throughout the Town of Amherst waste water treatment plant. Project included replacement of boilers and air handling units, upgrading controls and energy improvement measures.

Buffalo Water Authority: Col. Ward Pumping Station Renovations - Buffalo, NY*

Sr. Mechanical Engineer for HVAC system design of a renovation to the engineering office building and laboratory space in the filtration plant. Project included modernization of the existing steam heating and ventilation systems within the two spaces.

Madison Metropolitan Sewerage District: Conditions Assessment and Asset Management Plan - Madison, WI*

Sr. Mechanical Engineer for assessing condition of HVAC equipment at various buildings throughout the main waste water treatment plant and

various pumping stations throughout the district, including pumps, boilers, air handling units, fans, condensing units and compressors. Project included providing a strategy for replacement and/or refurbishing equipment to improve energy efficiency, improve reliability and reduce operational maintenance costs.

Verizon: HVAC Improvements at Various Sites - New York State*

Sr. Mechanical Engineer for HVAC design of various improvement projects at multiple Verizon central offices throughout the State of New York. Projects included replacement of HVAC cooling equipment for data centers, and HVAC support of standby generator replacements. Systems included dry coolers, split direct expansion (dx) systems, central air handling units, and in-row data rack cooling systems.

United States Postal Service: HVAC Improvements to Central Park Post Office - Buffalo, NY*

Sr. Mechanical Engineer for evaluating the existing HVAC systems and developing a plan of recommended improvements with a cost analysis.



*Projects completed under previous employment.



ADAM LYSIAK

Senior Electrical Engineer

Adam is a Senior Electrical Engineer with 13 years experience in a wide range of project types including commercial, education, industrial, and healthcare projects, with an emphasis on power distribution and lighting design. He also has experience in fire alarm, site lighting, access control, and communications systems.

PE, LEED AP, LC
Professional Engineer
NY, OH

EDUCATION
SUNY University at Buffalo: B.S.,
Electrical Engineering

**CERTIFICATIONS/
REGISTRATIONS**
U.S. Green Building Council—
Leadership in Energy and
Environmental Design
Accredited Professional

National Council on
Qualifications for the Lighting
Professions—Lighting Certified
Professional

Gastonia Water Treatment Plant: Twin Rivers Utilities—Gastonia, NC

Project Engineer for a \$60 million comprehensive renovation and refit of a water treatment plant including a 30,000 sf addition and a 52,000 sf renovation. Project included substantial power distribution upgrades to bring the facility to modern standards including a new 480V main-tie-main unit substation fed from medium voltage, a new 208V distribution with redundant power feeds into the plant, and all new distribution throughout the plant.

Rochester Gas & Electric: Russell Station MLS Building Upgrade—Rochester, NY

Project Electrical Engineer for the repurposing and renovation of a Main Lift Station into a ground water treatment station. Project included new industrial process equipment and maintaining existing process equipment.

Niagara Frontier Transportation Authority: BNIA 485 Cayuga Backup Data Center, Cheektowaga, NY

Electrical Engineer that managed construction support services during installation of project which involved conversion of

warehouse storage space to a backup data center and office space.

Pennsylvania Department of Conservation: Cherry Spring State Park, Rehabilitation of Astronomy Park— Coudersport, PA

Project Electrical Engineer for the new amphitheater, camp sites, new water filtration building and storage building.

DASNY: Electrical Upgrades at University of Buffalo, Ellicott Complex, Wilkeson Quad— Buffalo, NY

Electrical Engineer for facility condition assessment to identified electrical equipment that needed to be upgraded at the Ellicott Complex. Wilkeson Quad needed the following upgrades: switchgear with new amps and circuit breakers with submetering, main distribution and branch panels, transformers, all common areas, corridor, downlighting, stair hall lighting, and wall mount luminaires were replaced with LED retrofit kits (approximately 800). Also, replaced exit signs with LED types.





JEFFREY NAGLE

Senior Mechanical Engineer

PE

Professional Engineer
New York

EDUCATION

Rochester Institute of
Technology: B.S., Mechanical
Technology, Energy Engineering
Technology Option

SUNY Agricultural and Technical
College: A.A.S., Air Conditioning
Technology

Erie County Downtown Library, Auditorium Renovations, Phase I & Phase II—Buffalo, NY

Sr. Mechanical Engineer for the renovation for the auditorium and support spaces of the downtown library. Upgrades to this multi-phase project will include HVAC, interior lobby renovations, CO2 detectors, LED lighting, new sound system, new auditorium seating and carpeting, updated floors and wall finishes as well as ADA improvements.

Erie County DPW: New Era Field, 2017/2018 Year 5 Capital Allowance Project—Orchard Park, NY

Sr. Mechanical Engineer for providing mechanical, electrical, and plumbing/fire protection services for the following projects: replacement of three heat pumps, heater, transformer, new lighting, exhaust fans, and sprinklers in Training Center office; replaced overcurrent direction rely in Vacuum Circuit breaker; provided additional points to monitor remote comfort station in parking lots; provided MEP for small storage room within stadium.

Erie County DPW: PSB 5th Floor Firing Range Evaluation— Buffalo, NY

Project Manager for the

evaluation of the air handling system for the indoor firing range as well as the associated ballistics tank room. Recommendations were given to the County to correct the poor performing system.

Erie County DPW: Buffalo & Seneca Nation of Indians: Allegany Fire Station— Salamanca, NY

Sr. Mechanical Engineer for the brand new 15,000 sf fire station which will be better equip for the community and with newer, modern safety and security features. Mechanical work will include design for HVAC system and controls, plumbing systems, and fire suppression design systems.

Chautauqua County: Sherman Fuel Station—Sherman, NY

Sr. Mechanical Engineer for installation of a new fuel station at the County DPW Town of Sherman facility. Project included a 12,500 above ground dual compartment fuel storage tank, fuel dispensers for unleaded and diesel, fuel management, electrical, piping, structural concrete pads and regrading site. Included in the project was the removal of the existing fuel station with underground storage tanks.



QUALIFICATIONS SUMMARY

Engineering Technician / Resident Inspector with 25+ years experience on architectural, civil/structural and energy related engineering projects. William has performed initial inspections and measurements in advance of design. He has experience in the development of project designs and project deliverables, survey maps and utility mapping using CAD and GIS software applications. He has supported bid phase activities and services during construction. He has provided resident inspection and documentation of construction activities. He is capable of making field design modification decisions; witnessing testing procedures; performing contract administration actions and processing of payment estimates. William has also assisted in geotechnical investigations and various data collection activities in support of engineering studies. Additionally he has supported recovery efforts in federally declared disaster areas.

NICET Level IV certification in subfield of Highway Construction
NYS DEC 4-hour Erosion and Sediment Control certificate training
FEMA DHS Federal Emergency Response Official
OSHA 10-hour Construction Safety and Health training
OSHA 40-hour HAZWOPER training & 8-hour Annual Refresher training
OSHA Permit Required Confined Space training
ACI Grade 1 Field Technician (expired)

AREAS OF EXPERTISE

Construction Inspection

- NICET certified Highway Construction
- Building rehabilitation / renovation
- Subdivision PIP and SWPPP inspection
- NYSDOT bridge inspection

Design Development

- Design and layout of proposed facilities
- Implementation of custom client standards
- AutoCAD, ArcGIS, MicroStation V8i
- Document Control specialist

Computer Technology

- Microsoft Office suite on Windows 8, 10
- Information technology liaison
- Workstation software configuration
- Field Office LAN maintenance

Project Management

- Review of plans, specifications and submittals
- Coordinate and maintain project schedules
- Generate payment requests and change orders
- Project cash flow analysis and evaluation

WORK EXPERIENCE

Highway Construction Inspection**New York State Thruway Authority, Cashless Tolling of the New York State Thruway System, New York**

Completed on-site Quality Assurance (Q/A) inspections and documentation of the cashless tolling gantry construction activities located on the NYS Thruway (I-90) in the west region of New York State. Observed and documented progress by the contractors workforce completing construction activities and the activities of the Quality Control (QC) inspectors present at construction sites. Inspected full-depth removal and replacement of travel lanes and shoulders with HMA pavement or precast concrete slabs for wearing surface. Inspected drilling activities and construction of gantry post foundations and the construction of the communications building foundation. Witnessed installation of conduits, drainage underdrain and work zone traffic control measures. Witnessed the testing of concrete and flowable fill. Observed nuclear density measurements completed by others. Completed MURK daily work reports of activities witnessed on project work sites. Liaisoned with NYS Thruway Authority personnel. Staked out the proposed location of two cashless tolling gantry locations on a section of the Niagara Thruway (I-190) located on Grand Island, NY, one northbound and one southbound. Surveyed the GPS coordinates of the staked out locations.

Rehabilitation of NY Route 384 - Buffalo Avenue from Cayuga Drive to 102nd Street and construction of a portion of the LaSalle Recreationway Shared-Use Trail. LaSalle Niagara Falls, New York

Worked with the resident engineer as the on-site inspector for a state highway improvements project. Completed inspection and documentation of contractors work activities, manpower present on-site, materials incorporated into the project and equipment used during construction. Measured installed items, calculated pay item quantities and made field sketches when required. Completed a daily work report within the Info Tech Appia infrastructure construction management software application. Photographed work activities or completed work items and uploaded the photos into Appia attached to the daily

work report. Reviewed and approved other inspectors daily work reports posted in Appia. Reviewed and approved others pay item calculations. Project scope included full-depth roadway removal and reconstruction of a highway and shoulder construction, milling of existing HMA roadway, HMA pavement, granite curb, cast-in-place concrete flatwork and wheelchair curb ramps, slipform concrete gutter, stormwater drainage system, underdrain, full-depth construction of a HMA paved shared-use trail, cast-in-place bridge abutments, a prefabricated pedestrian-bicycle bridge superstructure, stream bank slope protection, chainlink fencing, benches, pavement markings, traffic signs, ornamental signs, tree removal, plantings and landscaping.

Connecticut Department of Economic and Community Development, Merritt Parkway (Route 15) Safety Improvements, Resurfacing, Enhancements, and Bridge Improvements, Stamford to New Canaan, Connecticut.

Construction inspector on night shift. Monitored, inspected, and documented contractor work activities. Measured and documented pay item work for project payment quantities. Entered work progress in CTDOT's AASHTO Site Manager application. Completed reports of Cost Plus work activities, field sketches, and quantity calculations. Attended daily work meeting to schedule work zone lane closures. Project scope included concrete barrier removal and replacement, guide rail removal and replacement with timber guide rail system, slip-form concrete curb and gutter, granite curb, roadway widening, shoulder construction, milling of existing HMA roadway, HMA paving, placement of pavement markings, traffic signs and delineators; cleaning, washing and variable depth patching of several historic bridge structures, bridge deck repair; stormwater drainage system improvements with new precast RCP and drainage structures; slope and embankment grading, rock removal, topsoil placement, turf establishment, tree barrier and vegetation plantings; maintenance and protection of traffic.

Erie County Department of Public Works and Department of Highways, Maple Road Intersection Improvements - Flint Road, North Forest Road, and Hopkins Road, Amherst, New York.

Resident engineer for the improvements. Reviewed staff inspector's daily work reports; performed quantity calculations review and checking; maintained project ledger; and developed bi-weekly progress payment estimate. Preparation of MURK daily work reports.. Scheduled and witnessed testing of materials by others; performed daily work report and project diary writing; conducted project scheduling and progress meetings; and monitored, inspected, and documented contractors' work activities. Measured and documented pay item work for payment quantities; made field design adjustments, as required; and maintained field office LAN. The scope included excavation and removal of existing roadway, full depth roadway reconstruction, paving of PCC pavement roadway at three intersections on Maple Road (County Road 192), placement of hot mix asphalt pavement, stormwater system replacement, installation of traffic control signs and pavement markings, concrete walks and handicap ramps, traffic and pedestrian crosswalk signal upgrades, basic work zone traffic control. Change order work included bridge deck and bridge joints repair and rehabilitation and prefabricated concrete retaining wall system.

City of Buffalo - Department of Public Works, Parks and Streets, City Streets Milling and Resurfacing, Buffalo, New York.

Construction inspector on improvements projects. Monitored, inspected, and documented contractor work activities. Inspected items delivered to site for integration into project, collected delivery tickets, and produced field measurements of installed quantities. Made field design adjustments, prepared Murk daily work reports, field sketches, and payment quantity calculations. Maintained project ledger and developed monthly request for payment to contractor. Collected material samples for testing; witnessed testing of materials by others; and documented to ARRA/federal funding requirements. Various NYS designated state and county routes were involved as well as city streets. Project scope included milling and paving of roadways, concrete walk replacement, ADA compliant curb ramps, pavement markings and traffic control improvements.

Bridge & Culvert Inspection

New York State Thruway Authority, TAB 13-8/D213943 - 1R Safety Upgrades, Culvert Extension, Drainage and Other Miscellaneous Work Between Mileposts 393.7 to 404.7, Murder Creek BIN 5516840 & South Lake Road

Bridge BIN 5512861 & BIN 5516862, Pembroke to Batavia, New York. NICET certified inspector. Monitored, inspected, and documented contractor work activities. Measured and documented pay item work for payment quantities. Made field design adjustments, as required. Produced report writing, sketches, and quantity calculations Preparation of MURK daily work reports. The project scope included culvert pipe extensions with SICPP, concrete collars, and end sections; ditch grading, cleaning and reshaping, embankment in place slope flattening; concrete box culvert/bridge structure repairs with cast-in-place reinforced concrete and shotcrete; culvert and drainage structure cleaning; upgraded existing guide rails, installed and/or replaced additional guide rails; concrete barrier replacement; constructed new paved U-turn crossover and deceleration lane; removed a U-turn crossover; landscape and turf establishment; and basic work zone traffic control.

Town of Cheektowaga Highway Department, Ledyard Avenue Bridge over Scajaquada Creek, Cheektowaga, New York. Monitored, inspected, and documented contractor work activities at the demolition, removal, and replacement of box culvert structure, associated stream channel realignment, and embankment. Inspected each box culvert section delivered to site; measured and documented pay item work for payment quantity calculations; prepared field sketches and photograph

work activities; and witnessed testing of materials by others. Preparation of MURK daily work reports. Took and recorded field measurements and assistant on final survey of completed structure; developed as-built record drawings.

New York State Department of Transportation - Region 6, Biennial Bridge Inspections, , New York. Computer database manager for local general bridge inspection. Assembled and issued project submissions to regional office. As bridge inspection assistant, inspected bridge elements for safety and structural integrity; performed 100% hands-on inspection of welded connections; performed drop line and scour readings; measured existing bridge structure; photographed and videotaped bridge; assisted with completing the fathometer survey of the stream channel at several bridges.

New York State Department of Transportation - Region 4, Fracture Critical Bridge Inspection, Rochester, New York. Assisted with the 100% hands-on inspection of welded connections on steel bridge structures using dye penetrant and/or magnetic particle testing. Photograph inspected welds, assisted with completing the final inspection report, and processed submittals.

Public Works

New York State Canal Corporation, Emergency Dam Construction Oversight - Forestport Feeder Canal, Boonville, New York. Site inspector for emergency repairs to the Forestport Feeder canal embankment that is part of NYPA's New York State Canal Corporation system. Observed and documented the rehabilitation grouting, clay patching, light stone placement, and temporary cofferdam construction and removal. Monitored for seepage reduction as repair activities progressed. Ensured full restoration of towpath to original conditions. Reviewed the contractors time & equipment submissions and documented the materials incorporated into the grout mix and provided full documentation of work activities to the Canal Corporation.

New York State Thruway Authority, Erie Canal Lock E-34 - Stabilization of Rock Slope, Lockport, New York. Monitored, inspected, and documented contractor's work activities which included cleanup of Canalway Trail, removal of unstable rock material, stabilization of rock slope with steel reinforcement and shotcrete, installation of rock catchment fence, box beam guide railing removal and installation, chain-link fence removal and installation, resurfacing of a parking lot, establishing turf, and basic work zone traffic control. Measured and documented pay item work for payment quantities and performed daily work report writing and quantity calculations. NYSDOT standard MURK forms used throughout. Oversaw collection of material samples for testing. Monitored the random sampling and testing of shotcrete by others.

Village of Williamsville, Infrastructure Improvements - Contracts 4-11, Williamsville, New York. Supported design efforts in preparation of contract deliverables for various infrastructure improvement projects. Resident inspector of construction activities involving milling and repaving of roadways and replacement of pavement markings; construction of hot mix asphalt paved parking lot, poured concrete curbs, walks, and ADA compliant ramps; replacement or extension of underground utilities including sanitary sewer, stormwater collection system and water distribution system, with service reconnections; landscape and restoration of disturbed areas. Monitored, inspected, and documented contractor's work activities. Measured and documented pay item work for payment quantities. Liaised with village DPW personnel. Performed cash flow analysis, maintained project ledger, and developed monthly progress payments to contractor.

City of Niagara Falls, Vestar, Falls Street Tunnel Rehabilitation, Niagara Falls, New York. As part of a project to prevent groundwater infiltration into the Falls Street Tunnel, a weir utilized together with a flow meter was installed, maintained, and accessed for data collection purposes in order to measure water flow in the Falls Street Tunnel. A confined space permit was required for entry into the tunnel.

Various Municipalities, Site Development - Public Improvement Projects, Amherst, Lancaster, Lewiston, and West Seneca, New York. Provided construction phase services of the site development of residential subdivisions under public improvement permit. Projects included full depth roadway construction, cast-in-place concrete curbs and walks, sanitary sewer systems, stormwater collection systems, water distribution facilities, and electric street lighting. Project services included monitoring, inspecting, and documenting contractor's work activities, final survey of installed facilities, and preparation of record documents. Subdivision projects included: Fox Chase Court, town of Amherst; Lake Forest, Meadowlands, and Southpoint Subdivisions, town of Lancaster; Presidents Park, Riverwalk, and Thornwood Forest Subdivisions, town of Lewiston; and Summit Meadows Subdivision, town of West Seneca.

Architectural

Buffalo Municipal Housing Authority (BMHA), Improvements at Commodore Perry Extension, Perry St Buffalo, New York. Provided construction management services for a public housing authority improvements project. Acted as the liaison between owner and contractors. Attended all project meetings. Reviewed, filed and distributed construction schedules

submitted by the prime contractor. Conducted full time site monitoring, contract monitoring and inspections of all phases of work. Witnessed the testing of concrete and nuclear density measurements completed by others. Collected material delivery slips. Tracked material bank quantity usage. Reviewed requests for information and consulted with project Architect Engineer (A/E). Worked with A/E to produce request for proposals to initiate changes in scope of work. Oversaw the change order process and ensured it was consistent with the contract, BMHA policies and HUD requirements. Reviewed and audited contractors application and certificate for payment. Reviewed submitted payment applications from contractors. Ensured daily worker sign in sheets were submitted and correct. Conducted wage rate interviews with contractors personnel. Maintained the administrative submittals supplied by contractors and subcontractors and tracked status. Completed daily construction activity reports, documenting workforce, materials and equipment. Maintained two full sets of project files and documents for archives and HUD auditing. Project scope included full depth HMA paved parking lots demolition and reconstruction, pavement markings and signs, slip formed concrete curbs, cast-in-place concrete flatwork and ADA compliant curb ramps, concrete stoop and stair demolition and replacement, stoop railing removal and replacement, building storefront removal and replacement, asbestos abatement, floor tile removal and replacement, interior wall repairs and painting, floor waxing, cable management surface-raceway, campus exterior lighting upgrades, tree removal, new playground equipment installation, planter landscaping and plantings, garbage tote corral screen fencing.

New York City Housing Authority (NYCHA), Physical Needs Assessment and Energy Audit Services, New York, New York. Supported staff on the architectural and engineering physical needs assessment and energy audit services of 2,547 buildings located across the 5 boroughs of New York City. Responsible for area takeoffs of apartments and corridors, and data scrubbing and data entry into a customized Mobile Validity application. The project supports NYCHA's commitment to reduce greenhouse emissions as part of the ongoing New York City Carbon Challenge.

State University of New York at Buffalo, Carbon Monoxide Detection, Buffalo, New York. Conducted a survey of public facilities for carbon monoxide emissions sources including surveying 98 buildings located on four campuses. Evaluation of mechanical drawings, floor plans and record drawings, photography, and report writing of findings. Site visits with access to mechanical rooms and laboratories.

Village of Williamsville, Municipal Building and Fire Station HVAC System Upgrades and Reroofing, Williamsville, New York. Conducted inspection of municipal building and volunteer fire company station renovations, involving HVAC system improvements and reroofing of existing building structures. The project included removal of existing ballasted EPDM roofing system, removal of asbestos containing materials, installation of a fully adhered single ply PVC roofing system; demolition of the existing HVAC system and installation of new system that included roof top air handling units and air cooled condenser units, heat transfer unit, circulating pumps, and motors under variable frequency drive control and Siemens local area systems control network. Liaised with village trustees, clerks, and staff working in buildings. Witnessed testing procedures and system configuration and troubleshooting. Prepared request for monthly payments and project close-out documents.

Environmental Inspection

New York State Electric & Gas, Manufactured Gas Plant (MGP) Building Interior Remediation and Wall Underpinning, Penn Yan, New York. Provided oversight of the demolition and remediation cleanup activities at the former coal gasification MGP location. The cleanup included excavation and off-site disposal of contaminated soil and pipes from the site including removal of coal tar "source areas" as well as residual contamination impacted by the source areas. Observed the excavation and removal of contaminated soil adjacent to and below the building foundation. Witnessed the on-site stockpiling of contaminated materials. Observed the loading of contaminated materials onto dump trucks and hauled to off-site landfill for disposal. Inspected the construction of a steel reinforced cast-in-place concrete grade beam and the installation of helical piles and tie rods inside and outside the building. Monitored the Keuka Lake Outlet channel for presence of sheen. Set up air quality "camp" monitoring devices throughout the project site and took down at end of each day. Deployed SPL monitors at project site. Perform inclinometer survey of monitoring shafts and recorded results. Checked and photographed crack gauges mounted to the building. Performed survey of targets mounted inside the building with a laser site level. Checked GEO Instruments monitoring devices after the triggering of an alarm. Informed contractor when the geotechnical monitoring was triggered and enforced work pauses when warranted. Prepared MURK daily work reports. The building is a local iconic landmark and has been designated as a historic structure by the New York State Office of Parks, Recreation and Historic Preservation and was restored for reuse in the future.

Buffalo Sewer Authority (BSA), Kelly Island Pump Station Rehabilitation, Buffalo, New York. As part of the overall Buffalo Inner Harbor Development Project and Waterfront Urban Renewal Area, provided resident inspection of the electrical, HVAC, and general phases of construction for the BSA sanitary sewer pump station and vent for the 30-inch sanitary forcemain. Monitored, inspected, and documented contractor's work activities, including demolition of existing equipment building and systems; installation of electrical system upgrade including underground high voltage power service,

transformer, and automatic power transfer switch; installation of gas detection and wet well monitoring equipment; construction of concrete masonry unit and architectural precast concrete panel equipment building with single ply roofing system; and installation of wet well ventilation ductwork and fans.

Buffalo Sewer Authority (BSA), Combined Sewer Overflow Long Term Control Plan, Buffalo, New York. Supported efforts on a study to develop a long term control plan for comprehensive management of CSOs and implementation of best management practices for the entire BSA service area. Tasks to date included the coordination and installation of flow meters, staff gauges, and tipping bucket rain gauges; the maintenance and reporting of data of the meters and staff gauges; downloading and evaluation of data; water quality sampling of CSO outfalls during and after rain events; confined space entry; development and implementation of maintenance & protection of traffic; XP-SWMM modeling support; report writing; and figure development through CAD, GIS, and XP-SWMM software applications. On call 24-hours, 7-days a week during water quality sampling events. Confined space permits were required, with role as either the entrant or attendant.

Town of Tonawanda, Combined Sewer Overflow Water Quality Sampling Project, Tonawanda, New York. Supported sampling of sanitary sewer overflows during wet weather and dry weather events. Worked on a project team that was on call 24 hours per day, seven days per week, to mobilize and perform sampling at several overflows and receiving water bodies in the town.

Village of Williamsville, State Pollution Discharge Elimination System Permit, Williamsville, New York. Performed tasks for compliance with NYSDEC SPDES permit. Responsibilities included accessing of Sigma 950 flow meters outfitted with area velocity probe at specified locations; performing maintenance and data collection; and assisting with submission of monthly reports to the New York State Department of Environmental Conservation.

Village of Williamsville, Sewer System Evaluation Study (SSES), Williamsville, New York. Supported an SSES to identify areas of excessive infiltration and inflow and review accuracy of the village's sanitary sewer bill. Tasks included assisting in the location identification, installation, maintenance, data collection, and interpretation of results for area flow velocity meters; smoke testing; and the development of recommendations for system improvements.

Power & Energy

New York State Electric & Gas Corporation (NYSEG), 2018-2019 Distribution Automation Program, Various Locations, New York. Provided support on the AvanGrid Distribution Automation Project, for three NYS service areas. Created compatible unit design work orders for designated functional locations in the NYSEG grid using Systems Applications and Products (SAP) Enterprise Resource Planning (ERP) software application. Utilized Citrix and Smart Map GIS software applications to research circuit characteristics while developing the work orders and choosing final installation locations. Project included Recloser and SCADA control design items for 4.8kV to 34.5kV distribution lines Included site investigation and survey of legacy reclosers installed throughout the service areas. Supported efforts in Lancaster, Lockport and Hornell, NY service areas. Supported other AvanGrid staff initiatives, as requested.

Piedmont Natural Gas - Projects 1-11, Fort Bragg Army Base in Fayetteville, North Carolina. Provided design and drafting support on the layout of natural gas distribution pipeline alignments, service connections and regulator stations throughout the service area. Laid out Horizontal Directional Drilling (HDD) entry and exit locations. Completed drafting with AutoCAD Civil 3D software. Tracked conflicts and made alignment adjustments, as needed. Published PDF output files for various % design submissions. Completed drawing set index, cover sheets and project staging index sheets. Tracked drawing status and revision history using the AutoCAD sheetset command.

US Air Force, Unit Substations 9 & 17 and A3B Switchgear Replacement, Arnold AFB, Tennessee. Support design efforts with CAD drafting. Review of shop drawing submittals. Document management maintenance with ProjectWise Explorer software. Publish document submissions for review and construction issues.

New York State Electric & Gas Corporation, Transit Street Substation Upgrades and Manufactured Gas Plant Remediation, Lockport, New York. Support design efforts for the modernization and upgrading of the existing 34.5/12kV electric substation. Document coordination of project digital files and hardcopy prints. Prepare document issues and publish documents sets. Technical specification development and final edits. Support design staff and provide support during construction. Complete record drawings and format to client standards. Revising of CAD design files.

Reedy Creek Improvement District, Typhoon Lagoon Substation, Lake Buena Vista, Florida. Technical review of design completed by others; formatting of CAD design files to client standards; and publish submittal of closeout package.

Iberdrola USA Management Corp., Central Maine Power North Augusta Substation Upgrade, Augusta, Maine.

Support design efforts for modernization, upgrading, and improved reliability of the existing 115/34.5/12kV electric substation. Document coordinator for project digital files and hardcopy prints. Prepare document issues and publish documents sets. Review design documents, reports and drawings. Technical specification review and final edits. Make reproductions, scan documents, post digital files to IUSA ProjectWise web portal. CAD drawing formatting to client standards and revising of CAD design files.

Commonwealth Edison, TSS 159 Northbrook Substation Upgrades, Chicago, Illinois. Provided CAD design drafting support for upgrades to 345kV and 138kV substation switchyard, 138kV Capacitor Banks 7 and 8, and equipment layout of new battery room in control house.

City and Borough of Sitka, Blue Lake Expansion (Hydropower), Sitka, Alaska. Supported design efforts for the hydroelectric power expansion designed to end local dependence on imported diesel fuel. Provided CAD design drafting support for raising a 145-foot-tall 1950s-era concrete arch dam by 83 feet, with a new 15.9-megawatt powerhouse equipped with three new 5.3-megawatt horizontal Francis turbines, water intake structure, water intake tunnel, surge shaft, surge chamber top structure, penstock, and various access roads. Published drawing sets, permitting submissions, and maintained inter-office document collaboration using WorkShare.

Iberdrola USA Management Corp., Rochester Gas & Electric Hydro Station 5 at High Falls, Rochester, New York. Inspected the current condition of three penstocks and spiral cases at a hydroelectric plant on the Genesee River at High Falls. Inspected, measured, confirmed, and documented the dimensions and thicknesses of the plate steel penstocks using ultrasonic thickness gauge. Inspected, measured, and documented the rivet layout and current conditions of the rivets. Performed data entry and report writing. Performed confined space entry where Level C Haz-Mat PPE was required.

Grant County Public Utility District, Wanapum Hydroelectric Dam Stabilization and Future Unit Infill (Hydropower), Beverly, Washington. Construction inspector for inspection of casting, assembly, and placement of 585 reinforced concrete stop logs, weighing 60 tons each, at the dam on the Columbia River. Installed concrete curing probe in each stop log and downloaded to data logger and transferred to computer. The stop-logs were set, drilled, and bolted to the dam's future unit slots to increase the stability of the dam between the powerhouse and the spillway. Conducted random sampling and testing of the concrete mixes batched on site. Lab technician for testing of concrete compression strength test cylinders. Performed data collection and documentation from various probes and gauges related to the project monitoring program. Observed and documented diving and grouting operations at dam installation location. Produced daily work report and uploaded to Grant County PUD project dataset.

New York Power Authority, Lake Erie-Niagara River Ice Boom Storage Facility, Buffalo, New York. Supported design and construction phase activities for the warm-weather storage and maintenance facility, which stores the 8,800-foot-long boom made up of steel pontoons. When deployed, the boom spans the outlet of Lake Erie from Buffalo Harbor to Canadian shore at the mouth of the Niagara River. Role included assisting with preparation of contract plans, details, and other deliverables. Provided CAD design drafting support of lay-down yard, drainage structures, seawall, shipyard crane structure, boat storage and maintenance building, boardwalk promenade, neighborhood Mutual Riverfront Park, Waterfront Memories, and More Museum. Published drawing sets and assisted with document control. Spot checked inspections of the contractors' progress.

New York State Electric and Gas, Transmission Line 532 Inspection, Bath to Painted Post, New York. Inspected, measured, and documented the condition of numerous steel lattice tower structures along electric power transmission line. The project included hiring a contractor for labor activities, examining tower support leg below grade, taking and verifying measurements of existing structures using ultrasonic thickness gauge or micrometer, drawing field sketches, report writing, photography, and accessing many remote locations.

Energy East Corporation, Central Maine Power - Woodstock Substation, Woodstock, Maine. Provided support for the civil, structural, electrical, and protection and control design of 34.5/115kV electric substation expansion. Implemented client standards through development of CAD drawing templates. Produced CAD design drafting of site switchyard layout, grading plan, control house, maintenance, and protection of traffic and erosion and sediment control plan and remote end substation modifications. Coordinated the inter-office collaboration of design efforts. Published and issued contract documents; reviewed and cataloged project shop drawing submittals; reviewed and published record drawings; and provided document control for all project files and document issues.

Energy East Corporation, Central Maine Power - Kimball Road Substation, Harrison, Maine. Provide support for the civil, structural, electrical, and protection and control design of 34.5/115kV electric substation expansion. CAD design drafting of site switchyard layout, grading plan, maintenance, and protection of traffic and erosion and sediment control plan

and remote end substation modifications. Coordinate the inter-office collaboration of design efforts. Publish and issue contract documents.

Ontario Power Generation, Healey Falls Generating Station (Hydropower), Trent Hills, Ontario. Supported design efforts for hydroelectric power plant expansion on the Trent-Severn Waterway. The project included adding a fourth unit, increasing Healey Falls' hydroelectric generating capacity by 6.4 megawatts, for a total 18 megawatts. Assisted with preparation of bid phase documents and drawings; calculated contract quantities; developed 3D models of power house, penstocks, and various concrete structures for demolition quantities. Held a Canadian work permit for duration of assignment.

Water / Wastewater Design and Inspection

Town of Lewiston, Waterline Infrastructure Improvements, Lewiston & Sanborn, New York. Supported the design efforts and developed the proposed layout of several miles of replacement waterlines, and calculated contract quantities. Prepared contract drawings and details using CAD and Pictometry software applications. Provided contract administration including bid services, review of shop drawings, and development of request for monthly payments. Inspected and documented construction phase activities, testing procedures, water services connections, and restoration. Monitored, inspected, and documented contractor's work activities. Measured and documented pay item work for payment quantities. Developed as-built drawings and ArcView desktop GIS application for the project record drawings and field sketches. Configured desktop GIS application, installed dataset, and provided training of end user personnel at Department of Public Works.

Town of Tonawanda, Sheridan Pumping Station and Sanitary Sewer Force Main, Tonawanda, New York. Supported design efforts with CAD drafting. Assisted with preparation of contract plans and details. Monitored, inspected, and documented contractor's activities during construction, installation, and testing of the electrical and general phases of construction; including installation of new underground high voltage power service, automatic power transfer switch, three variable frequency drives controlling 200-horsepower motors with horizontal pumps; installation of 16-inch sanitary sewer force main including subsurface directional borings with installation of steel casing carrier pipe under state highway and railroad tracks; restoration of hot mix asphalt paved highway, pavement markings, cast-in-place concrete curbs and walks.

Town of Hamburg, Wanakah Water District System Improvements - Contracts 1-7, Wanakah, New York. Provided support of construction phase activities as a team member. Monitored, inspected, and documented contractors' work activities. Measured and documented pay item work for payment quantities. Witnessed testing activities and prepared submittals to Health Department. Performed cash flow analysis and prepared monthly progress payment estimate to contractors. Developed field sketches and completed CAD record drawings. Conducted resident inspection of the installation of approximately 21-miles of water distribution main and appurtenances, including the hot tapping of water mains ranging in size from 6-inch CIP to 42-inch PCCP. Oversaw installation of a pressure regulating pit, several water service meter pits and tile sets, transfer of water service connections; subsurface directional borings with installation of steel casing carrier pipe under a state highway and a railroad track line within the associated right-of-way; demolition of an elevated water storage tank; restoration of landscape and HMA paved roadways and driveways.

Estimating & Recovery

Hurricane Florence Individual Assistance (IA) Grant Development, North Carolina Sheltering and Temporary Essential Power (NC STEP) program. Deployed to support recovery efforts related to the North Carolina declared disaster Hurricane Florence (FEMA-4393-DR), based at the Wilmington, NC Recovery Center. Supported assigned applicants that requested Individual Assistance. Completed Initial Site Visit (ISV) inspections and Final Site Visit (FSV) inspections, following repairs, of applicants residence. Worked side by side with repair contractors personnel to identify eligible damages or other property shortcomings, as covered by the STEP program. Entered all identified damages or shortcomings from allowable "Pick List" into a specialized Plexos tablet application to establish a Scope of Work and photographed the entire residence. Worked with repair contractors personnel to document repairs and ensure that Scope of Work repairs were complete and met all the standards of the NC STEP Guidelines. Garnered concurrence of all parties. Ensured all parties digitally signed the report. Daily uploaded the completed Plexos Form reports to NC STEP system. Attended weekly progress meetings with inspection staff. The project evaluated each applicant's home to provide assistance, up to \$17,000 in emergency repairs, to create a safe, secure, habitable place to live.

Hurricane Harvey Public Assistance (PA) Grant Development, US Federal Emergency Management Agency (FEMA), Various Locations in Texas. Program Delivery Manager that provided support to assigned applicants that filed a claim with FEMA under the Public Assistance Program related to the declared disaster Hurricane Harvey (DR4332-TX) in the state of Texas. Deployed to support recovery efforts at Branch III Corpus Christi, Texas field office. Served as a liaison for assigned applicants regarding their status within the process by facilitating regular meetings, tracking and following up

with the applicants, based on FEMA's process. Completed review of applicant data to provide FEMA with recommendations for eligibility and priority of assignments. Reviewed information gathered during the Preliminary Damage Assessment (PDA). Conducted exploratory calls to gather information from assigned applicants, and prioritized each applicants projects and recovery concerns. Coordinated transmittal of documents through FEMA's Consolidated Resource Centers utilizing the Grants Manager application. Scheduled site inspections with the applicants, Site Inspector Task Force Leader and identified when technical expertise may be needed throughout the program delivery process. Worked with Mitigation staff in support of applicants. Participated in regular meetings by providing updates on work status, evaluation of claims, making recommendations to FEMA as to whether the claim was eligible and resolved any eligibility issues. Supported six applicants while deployed.

New York City Environmental Protection (DEP) Wastewater Resiliency Program and Construction Management, New York City, NY. Assisted with the development and review of a unit price book used for the Wastewater Resiliency Program following the FEMA declared disaster related to the New York Hurricane Sandy (DR-4085) storm event. The unit price book was a comprehensive database of unit prices used for cost estimation for projects involving: equipment elevation; equipment flood-proofing; static barrier installation; building waterproofing; back-up power system installation; and temporary flood protection. Specific tasks included creating unit prices; establishing equipment and crews; determining productivity; and peer review of unit price book entries.

Mapping & Records

Town Zoning Map, Town of Niagara and Town of Pendleton, NY. Prepare an update of the Geographic Information System (GIS) dataset for use with Real Property System (RPS) application; create a custom GIS application for planning department personnel; configure desktop GIS application, install dataset and provide training for end users; development of a hard copy Zoning Map for display and retail sale at the town hall. Project completed with both CAD and GIS software applications.

Village of Williamsville, NY Department of Public Works (DPW). Utility Mapping of village infrastructure; scrubbing of existing hardcopy maps and plans; mapping of underground utilities in CAD and GIS format; install dataset and provide training for end users at the DPW.

Erie County Water Authority, Erie County, NY. Mapping and Records Department staff member tasked with computer software programming, editing and map development on service area GIS; assist with record keeping, maintenance of CAD detail drawing library and GIS development for local water service provider. Data scrubbing, research and mapping of new and existing waterlines and various related facilities; complete field investigations and field sketches for incorporation into GIS. Field work included Hydrant Flow testing, waterline Leak Detection and inspection of ongoing system upgrades.

Survey Department staff. Developed residential subdivision Map Covers for filing at County Clerks office. Rod man and drafter on boundary surveys. CAD drafting of various topographic surveys for proposed engineering design projects and existing sites including the Bethlehem Steel Corporation Bar Mill site in Lackawanna, NY.

EMPLOYMENT HISTORY

Construction Inspector	Kubit Engineering, PLLC, North Tonawanda, NY	2019
Construction Inspector, Electrical Engineer	URS/AECOM, Buffalo, NY (various locs.)	2013 - 2019
Construction Inspector	Systems & Engineering, P.C. Amherst, NY	2013
Senior Civil Technician, Construction Inspector	Hatch Associates/Hatch Mott MacDonald	2006 - 2012
Senior Engineering Technician	Wm. Schutt & Associates, Lancaster, NY	2005 - 2006
Construction Inspector, Designer, GIS Technician	O'Brien & Gere Engineers, Inc., Buffalo, NY	1998 - 2005
Assistant Engineering Draftsworker	Erie County Water Authority, Buffalo, NY	1994 - 1998
Construction Inspector, Engineering Technician	Krehbiel Associates, Inc., Tonawanda, NY	1990 - 1994

EDUCATION

Bachelor Degree	SUNY at Buffalo, Buffalo, NY	1987
Major: Architecture	School of Architecture And Environmental Design	
GIS Applications	Buffalo State College	2000



ERIE COUNTY WATER AUTHORITY EXPERIENCE

EXPERIENCE WITH ECWA

Current Experience:

LaBella is currently working on ECWA Project No. 202000002 Distribution Mains Design Projects 2020-2021 – Contract C, Town of Cheektowaga and Village of Lancaster Upgrades. This project commenced in February 2020, and design is scheduled to be completed in Fall 2020, with construction completed in 2021.

Previous Experience:

Staff of our Civil Group in Buffalo, Don Hoefler and Tim Petranchuk, have worked closely with many local municipalities on waterline installation and replacement projects. Prior to 2017 and under previous employment, they completed the following projects for the Erie County Water Authority:

Contract T-22: This project involved the replacement of approximately 5,800 LF of eight (8) through twenty-four (24") inch cast iron piping that is in a state of deterioration. The site is located on Indian Church Road in the Town of West Seneca, NY also included a 157 LF railroad bore under an active Norfolk-Southern track, as well as transferring existing residential services from an existing sixteen (16) inch cast iron main to an existing eight (8) inch main.

Contracts T-21 & T-21A: This project involved the replacement of approximately 10,000 LF various undersized and severely deteriorated cast iron waterlines with new eight (8) inch ductile iron piping with all associated appurtenances. Projects were located in several municipalities within the ECWA service area. A portion of this project was coordinated with the Erie County Department of Environment and Planning, Division of Sewerage Management, as the water main replacement was completed under an Erie County Sewer District No. 6 Sanitary Sewer Replacement Project in the City of Lackawanna, New York.

Contract T-19: The project involved the replacement of various undersized and severely deteriorated cast iron waterlines with new eight (8) inch ductile iron piping with all associated appurtenances.

Contract T-18: The project involved the replacement of various undersized cast iron waterlines with new eight (8) inch ductile iron piping with all associated appurtenances.

Contract 16T: Installation of approximately 5,000 LF of new 60 inch pre-stressed concrete cylinder transmission main that included service connections, interconnections and all other associated appurtenances. Engineering services included surveying, design, construction administration and inspection.

Contract 15T: Project involved surveying, design, construction administration and inspection. This contract involved replacing approximately 7,000 LF of existing 4-inch to 8-inch waterlines with new 8-inch PVC waterline, service connections, interconnections and all other associated appurtenances.

Contract 14T: Waterline replacement project that consisted of 6,600 LF of 8 inch waterline replacement. The contract involved replacing existing 4-inch to 8-inch cast iron waterlines with new 8 inch PVC waterline, service connections, interconnections and all other associated appurtenances. Engineering services included surveying, design, construction administration and inspection.

Contracts 8T, 9T, 10T, 12T and 13T: Water main additions and alterations comprised of looping dead end mains, valve cut-ins for greater control and water main replacement at 18 different project sites. Pipe sizes ranged from 8 inches to 12 inches with the valve cut-ins ranging from 8 inches to 42 inches in diameter. A total of approximately 24,500 LF of both ductile iron and PVC water main was installed. Services included design, construction inspection and contract administration.



FORMS

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

The Erie County Water Authority (the “Authority”) is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority’s designated contact for such purposes as set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139–j and 139–k of the New York State Finance Law and the Erie County Water Authority’s Procurement Disclosure Policy.

The following forms will be used by the Authority to make such findings:

Form A - Offerer’s Affirmation of Understanding of, and Agreement to Comply with, the Authority’s Permissible Contact Requirements During the Restricted Period.

Form B - Offerer’s Certification of Compliance with State Finance Law.

Form C - Offerer’s Disclosure of Prior Non-Responsibility Determinations.

FORM A

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

Instructions:

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

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

By:  Date: 7/20/2020

Name: Timothy M. Webber

Title: Vice President

Contractor Name: LaBella Associates

Contractor Address: 300 Pearl Street, Suite 130, Buffalo, NY 14202

FORM B

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

Instructions:

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

Offerer Certification:

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

By:  Date: 7/20/2020

Name: Timothy M. Webber

Title: Vice President

Contractor Name: LaBella Associates

Contractor Address: 300 Pearl Street, Suite 130, Buffalo, NY 14202

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

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

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

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

Instructions:

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

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

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

LaBella Associates

Address: 300 Pearl Street, Suite 130, Buffalo, NY 14202

Name and Title of Person Submitting this Form: _____

Timothy M. Webber, Vice President

Contract Procurement Number: ECWA Project No. 202000034

Date: 7/21/2020

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

If yes, please answer the next questions:

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

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

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

By:  Date: 7/21/2020
 Signature

Name: Timothy M. Webber

Title: Vice President

CONTRACT TERMINATION PROVISION

Instructions:

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. “Government Entity” and “procurement contract” are defined in State Finance Law §§ 139 j(1) and 139-k(l).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Erie County Water Authority, as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

<p>The Erie County Water Authority, as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.</p>

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

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


SEXUAL HARASSMENT BIDDING CERTIFICATION

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

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

LaBella Associates

(Name of Individual, Partnership or Corporation)

By  Timothy M. Webber, Vice President
(Person authorized to sign)

(SEAL)



INSURANCE



LBEASS-01

AKEEFE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2020

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

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

PRODUCER Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	CONTACT NAME: PHONE (A/C, No, Ext): (585) 473-8000		FAX (A/C, No): (585) 340-1714
	E-MAIL ADDRESS: reception@paris-kirwan.com		
INSURED LaBella Associates, PC & LaBella Associates, DPC 300 State Street, Suite 201 Rochester, NY 14614	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Acadia Insurance Company		31325
	INSURER B : Union Insurance Company		25844
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPA5365357-12	11/7/2019	11/7/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CAA5365358-12	11/7/2019	11/7/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CUA5365359-12	11/7/2019	11/7/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA5365360-11	11/7/2019	11/7/2020	<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
A	Scheduled Equipment			CPA5365357-12	11/7/2019	11/7/2020	\$500 Ded. 416,942


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

If Additional Insured or Waiver of Subrogation status is noted for any policies, coverage applies only if required in a written contract or agreement.

Erie County Water Authority, its officers, agents and employees are named as additional insureds on a primary and non-contributory basis, including ongoing and completed operations on the General Liability, only if required in a written contract. Erie County Water Authority, its officers, agents and employees are named as additional insureds on a primary and non-contributory basis on the Auto and Umbrella policies, only if required in a written contract. A waiver of subrogation applies on the General Liability, Auto, Umbrella and Workers' Compensation policies, only if required in a written contract. A 30-day notice of cancellation applies.

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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits	
	1. Bail Bonds	\$ 3,000
	2. Loss Of Earnings	\$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSUREDS

- Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed

in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

- The written contract or written agreement is:
 - Currently in effect or becoming effective during the term of this policy; and
 - Fully executed by you and the additional insured prior to the "bodily

injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Persons or Organizations For Whom Operations Are Performed

- (a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and
- (b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph (a) above.
- (c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (i) Your acts or omissions; or
 - (ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

- (d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(1.2) 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.

(ii) "Bodily injury" or "property damage" occurring after:

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

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

(2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written

contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

- (a) This insurance applies only with respect to:

- (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

- (ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(9) Vendors

- (a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- (ii) Any express warranty unauthorized by you;

- (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or

- (1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS: AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you have agreed to add as an additional insured on your policy in a written contract or written agreement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

The coverage provided to the additional insured by this endorsement does not apply to "bodily injury" or "property damage" beyond:

1. The period of time required by the written contract or written agreement governing "your work", or 10 years from the date of the completion of "your work" described above, whichever is less; or
2. Two years from the date of the completion of "your work" described above, if the written contract or written agreement does not specify the period of time.

- B.** With respect to coverage provided under this endorsement, the following is added to the end of **Section III - Limits Of Insurance**:

The limits of insurance for any additional insured are the limits in this coverage form or the limits you agreed to in the written contract or written agreement governing "your work", whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

- C.** With respect to coverage provided under this endorsement, the following exclusion is added to Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the 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; and
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in having supervised, hired, employed, trained or monitored others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- D.** With respect to the coverage provided under this endorsement, the following replaces paragraphs 2.a. and 2.b. of **Section IV - Commercial General Liability Conditions**:

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

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b.** If a claim is made or "suit" is brought against any insured, the insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

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

This insurance does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

Workers' Compensation Law

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

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

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



LABEL-1

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2020

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

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

PRODUCER 781-245-5400 Poole Professional B&B of Mass 107 Audubon rd, #2, suite 305 Wakefield, MA 01880 Mary-Beth Rumble		CONTACT NAME: PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463 E-MAIL ADDRESS: smiller@poole-ny.com	
INSURED LaBella Associates, D.P.C. LaBella Associates, P.C. 300 State Street, Suite 201 Rochester, NY 14614		INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23841	

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability PollutionLiability			031711166 RETRO DATE 1/1/1978	11/20/2019	11/20/2020	PER CLAIM 5,000,000 AGGREGATE 5,000,000

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

Includes 30-day notice of cancellation.
ECWA Project No. 202000002

CERTIFICATE HOLDER

CANCELLATION

ECWA-01 Erie County Water Authority 295 Main Street - Room 350 Buffalo, NY 14203-2494	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF INSURANCE COVERAGE
under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only) LaBella Associates, P.C. 300 State Street Suite #201 Rochester, NY 14614 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured (585) 402-7085 1c. Federal Employer Identification Number of Insured or Social Security Number 16-1115731
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Erie County Water Authority 295 Main Street - Room 350 Buffalo, NY 14203	3a. Name of Insurance Carrier CIGNA LIFE INSURANCE COMPANY OF NEW YORK 3b. Policy Number of Entity Listed in Box "1a" NYD075696 3c. Policy effective period 1/1/2020 to 1/1/2021

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

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

Marceline E. Reilly

Date Signed January 14, 2020

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-866-761-4236

Name and Title Underwriting Director

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

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

State of New York

Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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



Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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



PROJECT SCHEDULE

PROJECT SCHEDULE

LaBella is prepared to and has the resource capacity to perform the Scope of Services in accordance with the schedule referenced in the RFP.

We anticipate the construction Contract Time for this project to be approximately 9 months (270 days from Notice to Proceed), with active onsite construction lasting 6 months.

TASK	ANTICIPATED START DATE	DURATION
Basis of Design	September 2020	3 months
60% Progress Submission	December 2020	7 weeks
90% Progress Submission	February 2021	4 weeks
100% Progress Submission	March 2021	2 weeks
Bid Period	April 2021	4 weeks
Bids Received	May 2021	---
Award of Contract	June 2021	---
Mobilization/Submittals	July 2021	6 weeks
On-Site Construction	August 2021	6 months
Closeout/Punch-List Items	February 2022	4 weeks
Record Drawings and Procedure Updates	March 2022	3 weeks



FEE PROPOSAL

FEE PROPOSAL

LaBella proposes to perform the Scope of Services for the Van De Water Treatment Plant and Raw Water Pump Station HVAC Upgrades.

PROJECT 202000034 - VAN DE WATER TREATMENT PLANT AND RAW WATER PUMP STATION HVAC UPGRADES	
TASK	AMOUNT
1. Basis of Design Report	\$41,350.00
2. Design Documents	\$51,000.00
3. Construction & General Services	\$36,350.00
4. Resident Inspections* (6 months full-time + expenses)	\$108,000.00
5. Record Drawings	\$3,400.00
6. Authority Program / Procedure Updates	\$3,000.00
7. Special Services	\$20,000.00
TOTAL	\$263,100.00

*Includes 5% mark-up on subconsultant services.

LaBella's proposed personnel, hourly rates, and overhead rates for this project are presented below.

PERSONNEL	DIRECT RATE	OVERHEAD RATE	PROFIT PERCENTAGE	TOTAL
Project Manager	\$54.54	133.19	15%	\$127.00
Senior Project Engineer	\$44.94	133.19	15%	\$105.00
Project Engineer/Architect	\$38.28	133.19	15%	\$95.00
Engineer	\$30.22	133.19	15%	\$75.00
Administrative Assistant	\$22.16	133.19	15%	\$55.00
Resident Engineer	\$42.50	130.00	15%	\$98.00
Environmental Review Specialist	\$28.20	133.19	15%	\$70.00
Regulated Building Materials Analyst	\$24.18	133.19	15%	\$60.00
Subconsultants	N/A	N/A	0%	N/A

FEE PROPOSAL

LaBella's proposed estimated labor hours for this project, separated by Contract and Phase, are presented below. Note that estimated labor hours for Special Services are not estimated at this time.

	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TASK 7	TOTAL
Project Manager	34	47	72	0	0	2	0	155
Senior Project Engineer	92	98	64	0	2	6	0	262
Project Engineer/Architect	116	128	100	0	8	6	0	358
Engineer	144	272	100	0	32	18	0	566
Administrative Assistant	2	11	26	0	0	4	0	43
Resident Engineer	0	4	16	1040	0	0	0	1060
Environmental Review Specialist	0	0	0	0	0	0	0	0
Regulated Building Materials Analyst	78	16	8	0	0	0	0	102
Total	466	576	386	1040	42	36	0	2546