

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

<b>Contract:</b> <u>MP-082</u>	<b>Project No.:</b> <u>2019000143</u>
<b>Project Description:</b> <u>Control of Hazardous Energy Program</u> <u>Lock Out Tag Out (LOTO)</u>	

**Item Description:**

<input type="checkbox"/> Agreement	<input checked="" type="checkbox"/> Professional Service Contract	<input type="checkbox"/> Amendment	<input type="checkbox"/> Change Order
<input type="checkbox"/> BCD	<input type="checkbox"/> NYSDOT Agreement	<input type="checkbox"/> Contract Documents	<input type="checkbox"/> Addendum
<input type="checkbox"/> Recommendation for Award of Contract	<input type="checkbox"/> Recommendation to Reject Bids		
<input type="checkbox"/> Request for Proposals			
<input type="checkbox"/> Other			

**Action Requested:**

<input checked="" type="checkbox"/> Board Authorization to Execute	<input checked="" type="checkbox"/> Legal Approval
<input type="checkbox"/> Board Authorization to Award	<input checked="" type="checkbox"/> Execution by the Chairman
<input type="checkbox"/> Board Authorization to Advertise for Bids	<input type="checkbox"/> Execution by the Secretary to the Authority
<input type="checkbox"/> Board Authorization to Solicit Request for Proposals	
<input type="checkbox"/> Other	

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

<input checked="" type="checkbox"/> Department Head	<u>Jeanne F. Korabik</u>	Date: <u>7-29-19</u>
<input checked="" type="checkbox"/> Risk Manager	<u>[Signature]</u>	Date: <u>07/30/2019</u>
<input checked="" type="checkbox"/> Director of Administration	<u>[Signature]</u>	Date: <u>7/29/19</u>
<input checked="" type="checkbox"/> Executive Engineer	<u>[Signature]</u>	Date: <u>7/29/19</u>

**APPROVED AS TO FORM:**

<input checked="" type="checkbox"/> Legal	<u>Margaret A. Murphy</u>	Date: <u>7/31/19</u>
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**APPROVED FOR BOARD RESOLUTION:**

<input checked="" type="checkbox"/> Secretary to the Authority	<u>[Signature]</u>	Date: <u>7/13/19</u>
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**Remarks:** \_\_\_\_\_

<b>Resolution Date:</b> _____	<b>Item No:</b> _____
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*[Handwritten initials]*



**ERIE COUNTY WATER AUTHORITY**  
**INTEROFFICE MEMORANDUM**  
July 29, 2019

To: Terrence D. McCracken, Secretary to the Authority

From: Leonard F. Kowalski, Senior Distribution Engineer

Subject: Contract MP-082  
Control of Hazardous Energy Program  
Lock Out Tag Out (LOTO)  
ECWA Project No. 2019000143

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

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The following material is attached:

- Blue Authorization Form for Risk Manager and Legal Department approval. The Blue Authorization Form is requesting Board Authorization to execute the attached Professional Service Contract.
- Professional Service Contract for the above referenced project.
- Copy of Interoffice Memorandum from Russell J. Stoll, Executive Engineer, dated June 5, 2019, detailing recommendations for the contract assignment after review of Request for Proposals (PN 201900017).

The project consists of updating the Authority's Control of Hazardous Energy Program, also referred to as a Lock Out Tag Out (LOTO) program, for two (2) water treatment facilities, the Service Center and fifty-six (56) pump stations and tanks located in Erie County, New York. The locations are broken down into three categories based on the physical size and pump sizes at each facility: Large, Medium and Small. The project will also include the development of language that can be used by the Authority for a policy on electrical hazards and an audit of emergency eye wash and shower requirements throughout the Authority's facilities.

LFK:jmf  
Attachments  
cc: R.Stoll  
L.Lester  
M.Lewkowicz  
CONT-MP-082-1801-011

## PROFESSIONAL SERVICES CONTRACT

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

**ERIE COUNTY WATER AUTHORITY**

295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the "Authority", and

**ARCADIS**

Key Center at Fountain Plaza  
50 Fountain Plaza, Suite 600  
Buffalo, New York 14202

hereinafter referred to as "Consultant".

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

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

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

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

**1. QUALIFICATION OF CONSULTANT:**

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

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

The project consists of updating the Authority's Control of Hazardous Energy Program, also referred to as a Lock Out Tag Out (LOTO) program, for two (2) water treatment facilities, the Service Center and fifty-six (56) pump stations and tanks located in Erie County, New York. The locations are broken down into three categories based on the physical size and pump sizes at each facility: Large, Medium and Small. The project will also include the development of language that can be used by the Authority for a policy on electrical hazards and an audit of emergency eye wash and shower requirements throughout the Authority's facilities.

The scope of work is described in detail below and specifically includes the following:

- Task 1 – Development of a program level LOTO Plan and Machine Specific LOTO template
- Task 2 – Conducting an equipment evaluation and creating an inventory of equipment that require machine specific LOTO procedures
- Task 3 – Developing machine specific LOTO procedures
- Task 4 – Conducting the annual LOTO Program validation.
- Task 5 – Developing and facilitating documented LOTO training for both Authorized and Affected employees.
- Task 6 – Developing language for an Electrical Safety Policy.
- Task 7 – Audit Authority facilities and make recommendations for emergency eye wash and shower requirements.

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

Consultant shall provide all engineering services necessary to complete the tasks described below:

#### **Task 1 – Development of Program Level LOTO Plan and LOTO Template**

Consultant will review the Authority's current LOTO program level plan for compliance against 29 CFR 1910.147. Consultant will suggest additions and changes to the current plan and implement changes if required; it should be assumed that a comprehensive overhaul of the current plan is required. As part of this task, Consultant will also develop the Machine Specific LOTO template that will be used in Task 3. A project kickoff meeting shall be included under this task.

## **Task 2 – Equipment Evaluation**

Consultant will lead an evaluation at the Authority's sites to create an inventory of the pertinent, energized equipment (i.e. chemical, electric, hydraulic, mechanical, pneumatic, and thermal) located at each site that require LOTO procedures. Consultant staff will be accompanied by experienced Authority staff familiar with LOTO to perform the data collection necessary for generation of the LOTO procedures.

The scope of work includes site visits to all the facilities listed in Appendix A. The deliverable created as part of this task will consist of a list of equipment, organized by type, that will be used as the basis for developing machine specific LOTO procedures as part of Task 3. All equipment will be accessible during normal business hours and a list of equipment will be provided prior to visiting the site. The Consultant will be escorted by Authority staff that are knowledgeable of the operations at each site.

## **Task 3 – Development of Equipment Specific LOTO Procedures**

To complete a machine specific LOTO procedure, Consultant will first access each individual piece of equipment and take equipment specific photographs (during Task 2 activities). Consultant will then develop machine specific energy dissipation procedures and machine isolation labeling. Up to 2,550 machine-specific energy dissipation procedures are included under this task.

## **Task 4 – Annual LOTO Procedure Validation**

Consultant will complete the initial, annual LOTO procedure validation. Validation will occur following generation of the machine specific LOTO procedures and will require the support of a technician familiar with the equipment. For this task, Consultant will visually observe an Authority technician implement the machine specific LOTO procedures. This task assumes that one Consultant employee will spend two days to validate a representative sample of machine specific LOTO procedures from the different types of facilities summarized in Appendix A. Consultant will provide a report summarizing the evaluation.

## **Task 5 – LOTO Training Development and Facilitation**

Consultant will develop the LOTO training that the Authority can use to train relevant employees on the LOTO program and procedures developed as part of Task 3. The training will be two-fold: Authorized Employee LOTO training for those Authority staff who perform the actual machine specific LOTO procedures; and Affected Employee LOTO training for Authority staff who may be affected by equipment being serviced under the LOTO Program. Consultant will provide a draft of the training materials to the Authority and will incorporate one round of comments from the Authority into the final training presentation. Consultant will also provide one staff member for 2 days to deliver up to 12 training sessions at various, to be determined, Authority-selected locations and times.

### **Task 6 – Electrical Safety Policy**

Consultant will develop the language for a proposed Electrical Safety Policy. The language developed under this task will be used for a potential policy or procedure within the Authority when it pertains to electrical hazards. The policy will need to establish what Authority job titles require a Qualified person or an Unqualified person with respect to electrical hazards. A Qualified Person will be one who has the skills and knowledge related to the construction and operation of the electrical equipment and installations and has received safety training to recognize and avoid the hazards involved. An Unqualified Person is someone who doesn't have the skills and knowledge listed under a Qualified Person. The intent of the policy is to protect unqualified persons from operating electrical equipment that they aren't qualified or trained to operate.

### **Task 7 – Emergency Eyewash and Shower Requirements**

Consultant will audit each Authority facility and provide recommendations on emergency eyewash stations and showers per OSHA 29 CFR 1910.151(c) and ANSI/ISEA Z358.1-2014. A scope of work and cost estimate for each recommended installation shall be provided.

#### **A. SPECIAL SERVICES**

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

- a. Additional copies of reports and/or LOTO material.
- b. Extra travel and subsistence for the Consultant and his staff beyond that normally required under ordinary circumstances, when authorized by the Authority.
- c. Additional LOTO training.
- d. Arc Flash, short circuit, and coordination studies and/or field data collection.
- e. Air, water, soil, and/or hazardous material sampling, testing, and/or analysis.
- f. LOTO evaluation of additions locations.
- g. Detailed mill, shop, and/or laboratory inspection of materials and equipment.
- h. Assistance to the Authority serving as an expert witness in litigation arising from project development.

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

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

#### **1. Task 1**

For services described under Section 2A, Task 1, the Authority shall pay Consultant a lump sum which will include all expense, labor and cost associated with this task. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.

2. **Task 2**

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

3. **Task 3**

For services described under Section 2A, Task 3, the Authority shall pay Consultant a lump sum which will include all expense, labor and cost associated with this task. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.

4. **Task 4**

For services described under Section 2A, Task 4, the Authority shall pay Consultant a lump sum which will include all expense, labor and cost associated with this task. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.

5. **Task 5**

For services described under Section 2A, Task 5, the Authority shall pay Consultant a lump sum which will include all expense, labor and cost associated with this task. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.

6. **Task 6**

For services described under Section 2A, Task 6, the Authority shall pay Consultant a lump sum which will include all expense, labor and cost associated with this task. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.

7. **Task 7**

For services described under Section 2A, Task 7, the Authority shall pay Consultant a lump sum which will include all expense, labor and cost associated with this task. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.

**B. SPECIAL SERVICES**

For services described under Section 2B, Special Services, the Authority shall pay Consultant an amount to be negotiated at the time such service is required. Costs for such special services shall not exceed \$25,000.00.

**C. AUDIT**

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

## D. ENGINEERING COST SCHEDULE

### 1. Engineering Services

Task 1	\$17,300.00
Task 2	\$85,300.00
Task 3	\$78,300.00
Task 4	\$5,400.00
Task 5	\$12,600.00
Task 6	\$10,100.00
Task 7	\$14,900.00
TOTAL	\$223,900.00

### 2. Other Costs:

Mileage	IRS rate
Subcontractor Expenses	Cost plus 5% maximum
All Other Direct Non-Salary Costs	At Cost
Direct Non-Salary Costs shall not exceed	\$10,000.00

4. **SUBCONTRACT AND ASSIGNMENT:** The Consultant may not subcontract or delegate any of the work, services, and/or other obligations of the Consultant without the express written consent of the Authority. The Authority and the Consultant bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Consultant shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.
5. **AMENDMENTS:** No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.
6. **RIGHT TO TERMINATE:** The Authority reserves the right to terminate the Consultant's services at any time, without cause, based on seven (7) days written notice. Consultant shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.
7. **INDEMNIFICATION:** The Consultant shall indemnify the Authority against any and all claims arising from the services performed by the Consultant herein and shall defend and hold harmless the Authority from and against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees based upon or arising out of damage to property or injury to persons or other tortuous conduct caused or contributed to it by the Consultant or



anyone under its direction or control or on its behalf in the course of its performance under this Agreement. The Consultant further agrees to indemnify, defend and hold harmless the Authority from any and all claims in reference to the services performed by the Consultant hereunder which may infringe on a patent, copyright, trade secret or other proprietary right of any third party.

8. **CONFIDENTIAL INFORMATION:** In order to assist the Consultant in the performance of this Agreement, the Authority may provide the Consultant with confidential information including, but not limited to information relative to the services to be performed. All information received by the Consultant in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, is considered confidential. The Consultant shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performing of services including but not limited to information relative to the services to be performed.

The Consultant shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Consultant shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the consultant's benefit or for the benefit of others shall be permitted.

In no event is the Consultant authorized to disclose confidential information without the prior written approval of the Authority. The terms of this paragraph shall be binding during and subsequent to the termination of this agreement.

9. **INSURANCE:** The Consultant shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting there from in the amounts indicated on Exhibit A. The Consultant shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services. The Consultant shall provide Certificates of Insurance certifying the coverage required by this provision.

10. **COPYRIGHTS, TRADEMARKS, AND LICENSING:** All materials produced under this Agreement, whether produced by the Consultant alone or with others, and whether or not produced during regular working hours, shall be considered work made for hire and the property of the Authority. The Consultant shall, during and subsequent to the terms of this Agreement, assign to the Authority, without further consideration, all right, title and interest in all material produced under this Agreement. All material produced under this Agreement shall be and remain the property of the Authority whether or not registered.

In performing work under this agreement, the Consultant may be granted access to the Authority's GIS data, documents, and other information. The Consultant understands and

agrees that the use of such data, documentation and information shall be treated as confidential information and the Consultant shall abide by the terms and conditions of any confidentiality and copyright leasing agreements (attached as Exhibit B).

11. **NEW YORK LAW AND JURISDICTION:** Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Consultant and the Authority shall be governed, interpreted and decided by a Court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.
12. **CONFLICTS OF INTEREST:** The Consultant represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Consultant from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Consultant will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without further liability of the Consultant, except to pay for services actually rendered.
13. **ADDITIONAL CONDITIONS:** The Consultant and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.
14. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.
15. **INDEPENDENT STATUS:** Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant a partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Consultant shall remain an independent contractor responsible for its own actions. The Consultant is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

The Consultant is free to choose the aggregate number of hours worked and substantially all of the scheduling of such hours as it shall see fit at its discretion within the limitations set forth hereinbefore in Paragraph 2.

Neither the Consultant nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.

In providing the services under this Agreement, the Consultant represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Consultant agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Consultant further represents and warrants that any income accruing to the Consultant and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

- 16.1 COMPLIANCE:** The Consultant agrees that the Agreement herein shall be in compliance with and governed by the provisions of Section 2875, 2876 and 2878 of the Public Authorities Law of the State of New York.
- 16.2** The Consultant further affirms under the penalties of perjury that there was no collusion in the proposal submitted herein to ECWA which forms the basis of the within Agreement.
- 16.3** The Consultant agrees that the Agreement herein shall be in compliance with the provisions of Section 139-L of the State Finance Law (attached as Exhibit C).
- 17. GRATUITIES:** The Consultant prohibits its employees from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstance which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Consultant or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.
- 18. NOTICE:** Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.
- 19. SEVERABILITY:** If any provision of this agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this agreement shall not be affected thereafter.
- 20. TERMINATION:** The Authority reserves the right to terminate this contract in the event it is found that the Certification filed by the Consultant in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of this contract.

**ERIE COUNTY WATER AUTHORITY**

By \_\_\_\_\_  
Jerome D. Schad, Chairman

**ARCADIS OF NEW YORK, INC.**

By \_\_\_\_\_  
Mark R. Lenz, PE, Vice President

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chairman of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally came Mark R. Lenz, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Vice President of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

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

**APPENDIX A**  
**LIST OF FACILITIES**  
**ERIE COUNTY WATER AUTHORITY**

Appendix A

# of Locations	STATION ID	STATION NAME	ECWA LEASE	OWNER	STATION ADDRESS	ACRONYM	SIZE	NOTES
1	42	Bull Station & Tanks	ECWA Asset	ECWA	1195 Sweetbong Rd., Amherst 14218	BAL	Large	
2	31	Guander Station, Vane House & Tank	ECWA Asset	ECWA	3472 Pleasant Ave., Hamburg	GUN	Large	
3	20	Sturgeon Point Water Treatment Plant	ECWA Asset	ECWA	7121 Sturgeon Point Rd., Evans	STP	Large	
4	41	Van Dy Water Raw Water Plant	ECWA Asset	ECWA	3303 River Rd., Town of Tonawanda 14150	VWP	Large	>400 hp & All SIV
5	40	Van Dy Water Water Treatment Plant	ECWA Asset	ECWA	3729 River Rd., Town of Tonawanda 14150	VWT	Large	
6	86	William Station	ECWA Asset	ECWA	end of So. Penosa St., Lancaster	WLM	Large	
7	08	Whitcomb Station & Maults Tank	ECWA Asset	ECWA	6007 Lake Ave., Orchard Park 14127	WIN	Large	
8	06	Bradway Station & Tank	ECWA Asset	ECWA	6224 Bradway, Lancaster	BRO	Medium	
9	127	Center Station & Tank	Lease/managed	East Aurora	adjacent to 666 Center St., Aurora	CNT	Medium	
10	34	Chemung Ridge Station & Tank	ECWA Asset	ECWA	Chemung Ridge Rd. adjacent to Chemung Ridge Park, Orchard Park	CHN	Medium	
11	26	Cuba Station	ECWA Asset	ECWA	4907 Clark St., Hamburg	CSS	Medium	
12	79	Cuba Station & Tank	ECWA Asset	ECWA	275 Frederick Rd., Town of Tonawanda	CLV	Medium	
13	99	Control Center / Service Center	ECWA Asset	ECWA	3009 Union Rd., Cheektowake 14222	CLS	Medium	
14	83	East Mt. Station	Lease/managed	Barton	adjacent to 7353 Oak Rd., Barton	EHS	Medium	
15	27	Eden 1 Station	Lease/managed	Eden	7120 East Eden Rd., Eden	E01	Medium	
16	75	Hamburg Station	ECWA Asset	ECWA	5077 Southwestern Blvd., Hamburg	IHAM	Medium	
17	81	Harris Hill Station	ECWA Asset	ECWA	8660 Main St., Cheektowake	IHS	Medium	
17a	10	Hunter Pump Station	ECWA Asset	ECWA	3803 Cadenham Rd., Orchard Park	HNK	Medium	
18	09	Jewett Pump Station	ECWA Asset	ECWA	adjacent to 7155 Jewett-Hickwood Rd., Orchard Park	JHS	Medium	
19	21	Lafayette Station	ECWA Asset	ECWA	adjacent to 6549 Schuler Rd., Hamburg	LAV	Medium	
20	32	North Barton Station	Lease/managed	Barton	7785 Barton State Rd., Barton	NB	Medium	
21	02	Pinch Station & Tank	ECWA Asset	ECWA	75 Fenwick Pl., Cheektowake	PHI	Medium	
21	78	Veterans Park Station & Tank	ECWA Asset	ECWA	777 Niagara St., City of Tonawanda 14150	VPK	Medium	
22	04	The Ship (Nuclear - retired pump station)	ECWA Asset	ECWA	300 Union Rd., Cheektowake	VIX	Small	
24	52	Aurora Station & Tank	Lease/managed	Aurora	7000 Center St., West Park	AVA	Small	
25	39	Bentley Tank	Lease/managed	Orchard Park	adjacent to 5385 Benting Rd., Orchard Park	BEH	Small	
26	16	Cantabile Tank	Lease/managed	Aurora	south of 5385 Benting Rd., Aurora	CAS	Small	
27	30	Cole Tank	Lease/managed	Orchard Park	south of 5799 Oak Rd., Orchard Park	COL	Small	
28	33	Croftwood Tank	Lease/managed	Barton	end of Croftwood Circle, Barton	CVT	Small	
29	12	East 8 West Tank	Lease/managed	West Seneca	East 8 West Rd. & Garry Dr., West Seneca	EWT	Small	
30	15	East Aurora Station & Tank	ECWA Asset	ECWA	4115 Transit Rd., Orchard Park	EAU	Small	
31	09	East Church Tank	Lease/managed	Eden	3425 East Church St., Eden	ECH	Small	
32	28	Eden 2 Station & Tank	ECWA Asset	ECWA	799 East Eden Rd., Eden	E02	Small	
33	29	Eden 3 Station & Tank	Lease/managed	Eden	42105 Amber Dr., Eden	E03	Small	
34	30	Eden 4 Tank	Lease/managed	Eden	8801 East Eden Rd., Eden	E04	Small	
35	19	Ellis Station	Lease/managed	Aurora	adjacent to 51 Ellis Rd., West Falls	ELS	Small	
36	43	Emery Station & Tank	Lease/managed	Aurora	1797 Center St., Aurora	EMV	Small	
37	35	Graham Station & Tank	ECWA Asset	ECWA	adjacent to 6031 Graham Rd., Orchard Park	GMS	Small	
38	53	Griffin Mills Station	Lease/managed	Aurora	1551 Mill Rd., Aurora	GNM	Small	
39	24	Janice Tank	Lease/managed	Hamburg	adjacent to 87 Janice Pl., Hamburg	JAN	Small	
40	85	Jenning Station	Lease/managed	Eden	2111 East Church St., Eden	JEN	Small	
41	11	Keller Station	Lease/managed	Eden	5907 Keller Rd., Barton	KEL	Small	
42	84	Kulp Road Tank	Lease/managed	Eden	3088 Kulp Rd., Eden	KLP	Small	
43	13	Lafayette Station	Lease/managed	West Seneca	65 Lafayette Rd., West Seneca	LVD	Small	
44	73	Leah Tank	Lease/managed	Hamburg	41 Long Ave., Hamburg	LHG	Small	
45	46	Martha Station	Lease/managed	Town of Marilla	11633 Oliver St., Marilla	MMK	Small	
46	47	Martha Tank	Lease/managed	Town of Marilla	3365 Two Rod Rd., Marilla	MMT	Small	
47	87	Newsted Tank	ECWA Asset	ECWA	16 Phelanway Dr., Lancaster	NMS	Small	
48	05	Phelanway Tank	ECWA Asset	ECWA	16 Phelanway Dr., Lancaster	PLV	Small	
49	18	Rickell Tank	Lease/managed	Barton	8971 Zimmerman Rd., Barton	RCH	Small	
50	07	Sandridge Tank	Lease/managed	Eden County	12380 Dromedary Rd., Barton	SAN	Small	
51	37	Scharff Tank	Lease/managed	Eden	north of 6065 Scharff Rd., Orchard Park	SHE	Small	
52	89	Shadegate Station	Lease/managed	Eden	2139 Shadegate Road, Eden	SHG	Small	
53	80	Tieret Station	ECWA Asset	ECWA	adjacent to 10061 Tieret Rd., Concord	TVS	Small	
54	88	Tieret Tank	ECWA Asset	Eden	south of 10061 Tieret Rd., Concord	TVT	Small	
55	22	Volant Station & Tank	Lease/managed	ECWA	8845 Volant St., Eden	VLD	Small	
56	36	Wynd Tank	ECWA Asset	ECWA	east of 7173 Wynd Rd., Orchard Park	WHL	Small	
57	01	Wynne Tank	ECWA Asset	ECWA	410 White Dr., Williamsville	WEN	Small	
58	82	Wynwater Tank	Lease/managed	Barton	northwest of 7701 Wynwater Rd., Barton	WOL	Small	
59	NA	Service Center	ECWA Asset	ECWA	3030 Union Rd., Cheektowake		Medium	Office Building/ Mechanic Shop/ Generator

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/12/2019

Holder Identifier : ABJ345KOW

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 Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:		
INSURED Arcadis of New York, Inc. One Lincoln Center 110 West Fayette St., Suite 300 Syracuse NY 13202 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: XL Insurance America Inc		24554
	INSURER B: XL Specialty Insurance Co		37885
	INSURER C: Greenwich Insurance Company		22322
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570077502361 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<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 checked="" type="checkbox"/> LOC OTHER:	Y	Y	GEC001076117 General Liability SIR applies per policy terms & conditions  11095 22322 AU XV	01/01/2019	10/01/2019	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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AEC001075817 Auto (AOS)  00779 37885 AU XV	01/01/2019	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> CLAIMS-MADE	Y	Y	UEC001075917  00779 37885 AU XV	01/01/2019	10/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD943516313 AOS RWR943516713 AK, WI	01/01/2019	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570077502361

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

RE: Client Contract No. MP-082, Client Project No. 201900017 and 201900143, Control of Hazardous Energy Program, also referred to as a Lock Out Tag Out (LOTO) program for all Authority facilities. Contractual Liability for Insured Contracts is included, subject to the policy terms, conditions and exclusions. Erie County Water Authority (ECWA), its officers, agents and employees are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability, Automobile Liability and Umbrella Liability evidenced herein are Primary & Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Erie County Water Authority (ECWA), its officers, agents and employees in

## CERTIFICATE HOLDER

## CANCELLATION

Erie County Water Authority Attn: Anthony Alessi 295 Main Street, Suite 350 Buffalo NY 14203 USA	APPROVED 07/16/2019 TA	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  Aon Risk Services South Inc



AGENCY CUSTOMER ID: 570000005571

LOC #:



## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Arcadis of New York, Inc.	
POLICY NUMBER See Certificate Number: 570077502361			
CARRIER See Certificate Number: 570077502361	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

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

Additional Description of Operations / Locations / Vehicles:

accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies.

### ENDORSEMENT

This endorsement, effective 12:01 a.m., January 1, 2019 forms a part of Policy No. GEC001076117 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

All other terms and conditions of this policy remain unchanged.

### ENDORSEMENT

This endorsement, effective 12:01 a.m., January 1, 2019 forms a part of Policy No. GEC001076117 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT**

This endorsement, effective 12:01 a.m., January 1, 2019 forms a part of Policy No. AEC001075817 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by XL Specialty Insurance Company.

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

**AUTOMATIC ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

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

- A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
  - b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
  - c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.
- B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.
- C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

### ENDORSEMENT # TBD

This endorsement, effective 12:01 a.m., January 1, 2019 forms a part of Policy No. UEC001075917 issued to ARCADIS U.S., INC. AND CALLISONRTKL INC. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

Section II. WHO IS AN INSURED, is amended to include as an **insured** any person or organization you are required in a written contract to name as an additional **insured**, but only for **bodily injury** or **property damage** to which this insurance applies.

The insurance provided by this endorsement shall be subject to the following additional conditions.

1. The Limits of Insurance provided for the additional **insured** shall not be greater than those required by the written contract and, in no event, shall the policy Limits of Insurance be increased by the written contract.
2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage(s) provided to the additional **insured**, and such coverage shall not be enlarged or expanded by reason of the written contract.
3. Any coverage provided hereunder shall be excess over any **other insurance** available to the additional **insured(s)** whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

All other terms and conditions of this policy remain unchanged.

- (3) That the policy limits for the **scheduled underlying insurance** shall not decrease, except for any reduction or exhaustion of aggregate limits by payment of **loss**.
- (4) That the coverage of any renewals or replacements of **scheduled underlying insurance** will be no less broad than, and carry limits of insurance equal to or greater than, the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have been if you fully complied with these requirements.

(M) **Other Insurance**

If **other insurance** applies to damages covered by this policy, this policy will apply excess of such **other insurance**. However, this provision will not apply:

- (1) If the **other insurance** is written to be excess of this policy.
- (2) With respect to Insuring Agreement A only, if you have agreed in a written contract with another person or organization that this policy shall be primary and non-contributory with such other person or entity's coverage, but only with respect to damages arising out of insured operations or work on your behalf performed under such written contract. When this Paragraph (2) applies, the coverage available to the other person or organization will be the lesser of the policy's Limits of Insurance or the minimum limits required by such written contract. In that case, **other insurance** of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.
- (3) Nothing in this Condition (M) shall make this policy subject to the terms, conditions and limitations of such **other insurance**.

(N) **Premium**

- (1) The **first named insured** shall be responsible for payment of all premiums when due.
- (2) The premium for this policy shall be computed on the basis set forth in Declarations Item 6. At the beginning of the **policy period**, the **first named insured** must pay us the Premium shown in Declarations Item 6.
- (3) When this policy expires or is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the original premium paid, you will promptly pay us the difference. If the earned premium is less than the original premium paid, we will return the difference to you. But in any event, we shall retain the Minimum Premium as shown in Declarations Item 6 for each twelve (12) months of the **policy period**.

(O) **Separation of Insureds**

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to you, this insurance applies as if each **insured** were the only **insured**, and separately to each **insured** against whom **claim** is made or **suit** is brought.

(P) **Transfer of Rights of Recovery**

(1) If any **insured** has the right to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing after **loss** to impair these rights and must help us enforce them. If, prior to the time of an **occurrence**, you and the insurer of **scheduled underlying insurance** waive any right of recovery against a specific person or organization for injury or damage as required under an **insured contract**, we also will waive any rights it may have against such person or organization.

(2) Any recoveries shall be applied as follows:

- (a) Any person or organization, including you, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first.
- (b) We will then be reimbursed up to the amount we have paid.
- (c) Lastly, any person or organization, including you, that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery shall be apportioned among the persons or organizations, including you, in the ratio of their respective recoveries as finally determined.

(Q) **Unintentional Failure to Disclose**

Your failure to disclose all hazards existing as of the inception date of this policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.



- (3) That the policy limits for the **scheduled underlying insurance** shall not decrease, except for any reduction or exhaustion of aggregate limits by payment of **loss**.
- (4) That the coverage of any renewals or replacements of **scheduled underlying insurance** will be no less broad than, and carry limits of insurance equal to or greater than, the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have been if you fully complied with these requirements.

**(M) Other Insurance**

If **other insurance** applies to damages covered by this policy, this policy will apply excess of such **other insurance**. However, this provision will not apply:

- (1) If the **other insurance** is written to be excess of this policy.
- (2) With respect to Insuring Agreement A only, if you have agreed in a written contract with another person or organization that this policy shall be primary and non-contributory with such other person or entity's coverage, but only with respect to damages arising out of insured operations or work on your behalf performed under such written contract. When this Paragraph (2) applies, the coverage available to the other person or organization will be the lesser of the policy's Limits of Insurance or the minimum limits required by such written contract. In that case, **other insurance** of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.
- (3) Nothing in this Condition (M) shall make this policy subject to the terms, conditions and limitations of such **other insurance**.

**(N) Premium**

- (1) The **first named insured** shall be responsible for payment of all premiums when due.
- (2) The premium for this policy shall be computed on the basis set forth in Declarations Item 6. At the beginning of the **policy period**, the **first named insured** must pay us the Premium shown in Declarations Item 6.
- (3) When this policy expires or is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the original premium paid, you will promptly pay us the difference. If the earned premium is less than the original premium paid, we will return the difference to you. But in any event, we shall retain the Minimum Premium as shown in Declarations Item 6 for each twelve (12) months of the **policy period**.

**(O) Separation of Insureds**

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to you, this insurance applies as if each **insured** were the only **insured**, and separately to each **insured** against whom **claim** is made or **suit** is brought.

**(P) Transfer of Rights of Recovery**

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS  
(EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of  
Rights Of Recovery Against Others To Us of  
Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:** ARCADIS U.S., INC. AND CALLISONRTKL INC.

**Endorsement Effective Date:** January 1, 2019

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED  
PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

POLICY NUMBER: AEC001075817

COMMERCIAL AUTO  
CA 04 44 10 13

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule,

but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

## SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>WHERE REQUIRED BY WRITTEN CONTRACT, AGREEMENT OR PERMIT. SUCH INSURANCE AS IS AFFORDED TO ADDITIONAL INSUREDS SHALL BE PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSUREDS, IF REQUIRED BY WRITTEN CONTRACT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. In the performance of your ongoing operations; or**  
**B. In connection with your premises owned by or rented to you.**

US DOT Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation  
Federal Motor Carrier Safety Administration

**Endorsement for Motor Carrier Policies of Insurance for Public Liability  
under Sections 29 and 30 of the Motor Carrier Act of 1980**

## FORM MCS-90

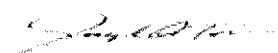
Issued to Arcadis U.S., Inc. and CallisonRTKL Inc. of Littleton, CO  
(Motor Carrier name) (Motor Carrier state or province)

Dated at 505 Eagleview Blvd., on this 14<sup>th</sup> day of December, 2018  
Exton, PA 19341

Amending Policy Number: UEC001075917 Effective Date: 01/01/2019

Name of Insurance Company: XL Specialty Insurance Company

Countersigned by:

  
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☐ This insurance is primary and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident.
- ☒ This insurance is excess and the company shall not be liable for amounts in excess of \$ 4,000,000 for each accident in excess of the underlying limit of \$ 1,000,000 for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: \_\_\_\_\_.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days' notice in writing to the other party (said thirty-five (35) days' notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days' notice to the FMCSA (said thirty (30) days' notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**Accident** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**Property Damage** means damage to or loss of use of tangible property.

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve

the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

<b>SCHEDULE OF LIMITS — PUBLIC LIABILITY</b>
--

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in <u>49 CFR 171.8</u> , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in <u>49 CFR 173.403</u> .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in <u>49 CFR 172.101</u> ; hazardous waste, hazardous materials, and hazardous substances defined in <u>49 CFR 171.8</u> and listed in <u>49 CFR 172.101</u> , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in <u>49 CFR 173.403</u> .	\$5,000,000

\*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

**A. Covered Autos Liability Coverage** is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

**D.** "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

# Greenwich Insurance Company

A.M. Best #: 011095 NAIC #: 22322 FEIN #: 951479095

## Administrative Office

Seaview House 70 Seaview  
Avenue

Stamford, CT 06902

United States

View Additional Address  
Information

Web: [www.xlcatlin.com](http://www.xlcatlin.com)

Phone: 203-964-5200

Fax: 203-964-3444

## Financial Strength Rating



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

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 046310 - XL Group Ltd is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

### Financial Strength Rating View Definition

Rating: A u (Excellent)  
Affiliation Code: g (Group)  
Financial Size Category: XV (\$2 Billion or greater)  
Implication: Developing  
Action: Under Review  
Effective Date: March 06, 2018  
Initial Rating Date: June 30, 1991

### Long-Term Issuer Credit Rating View Definition

Long-Term: a+ u  
Implication: Developing  
Action: Under Review

# XL Specialty Insurance Company

A.M. Best #: 000779 NAIC #: 37085 FEIN #: 850277101

## Administrative Office

Seaview House 70 Seaview  
Avenue  
Stamford, CT 06902  
United States

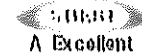
[View Additional Address  
Information](#)

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

**Phone:** 203-964-5200

**Fax:** 203-964-3444

## Financial Strength Rating



A Excellent

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

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

Based on A.M. Best's analysis, 046310 - XL Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

## Best's Credit Ratings

### Financial Strength Rating View Definition

**Rating:** A u (Excellent)  
**Affiliation Code:** g (Group)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Implication:** Developing  
**Action:** Under Review  
**Effective Date:** March 06, 2018  
**Initial Rating Date:** June 30, 1989

### Long-Term Issuer Credit Rating View Definition

**Long-Term:** a+ u  
**Implication:** Developing  
**Action:** Under Review



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/12/2019

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

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

<b>PRODUCER</b> Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (866) 283-7122 <b>FAX (A/C, No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b>																					
<b>INSURED</b> Arcadis of New York, Inc. One Lincoln Center 110 West Fayette St., Suite 300 Syracuse NY 13202 USA	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER B:</td><td>Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Indian Harbor Insurance Company	36940	INSURER B:	Lexington Insurance Company	19437	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:	Lexington Insurance Company	19437																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES** **CERTIFICATE NUMBER: 570077502370** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> 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	Env Contr Poll 11340 36940 A+XV			US00090310E019A Professional & Pollution SIR applies per policy terms & conditions	06/01/2019	06/01/2020	Each Claim \$5,000,000 Annual Aggregate \$5,000,000

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

RE: Client Contract No. MP-082, Client Project No. 201900017 and 201900143, Control of Hazardous Energy Program, also referred to as a Lock Out Tag Out (LOTO) program for all Authority facilities. For Professional Liability and Pollution Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

## CERTIFICATE HOLDER

## CANCELLATION

<b>APPROVED</b> Erie County Water Authority Attn: Anthony Alessi 295 Main Street, Suite 350 Buffalo NY 14203 USA <b>07/16/2019</b> <b>TA</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> <i>Aon Risk Services South, Inc.</i>
--	--

Holder Identifier :

Certificate No : 570077502370

Page \_ of \_

# Rating Services

## Indian Harbor Insurance Company

A.M. Best #: 011340 NAIC #: 36940 FEIN #: 061346380

### Administrative Office

70 Seaview Avenue  
Stamford, CT 06902-6040  
United States

[View Additional Address  
Information](#)

Assigned to  
insurance  
companies



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

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

**Phone:** 203-964-5200

**Fax:** 203-964-3444

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

Based on A.M. Best's analysis, 085085 - AXA S.A. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

### Best's Credit Ratings

#### Financial Strength Rating View Definition

**Rating:** A+ (Superior)  
**Affiliation Code:** g (Group)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Outlook:** Stable  
**Action:** Upgraded  
**Effective Date:** December 06, 2018  
**Initial Rating Date:** April 26, 1993

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

**Long-Term:** aa-  
**Outlook:** Stable  
**Action:** Upgraded  
**Effective Date:** December 06, 2018

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.  
**Financial Analyst:** Filippo Novella  
**Senior Financial Analyst:** Mariza Costa  
*Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

**Note:** Credit Ratings on this company are European Union Endorsed.

#### Disclosure Information



**Workers'  
Compensation  
Board**

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

<p>1a. Legal Name &amp; Address of Insured (use street address only) Arcadis of New York, Inc. 110 W. Fayette Street, Suite 300 Syracuse, NY 13202</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 720-344-3803</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 37-21861</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 16-1448024</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Erie County Water Authority Attn: Anthony Alessi 295 Main Street, Room 350 Buffalo, NY 14203</p>	<p>3a. Name of Insurance Carrier XL Insurance America, Inc.</p> <p>3b. Policy Number of Entity Listed in Box "1a" RWD943516313</p> <p>3c. Policy effective period 01-01-2019 to 10-01-2019</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p> <p style="text-align: right;">02423 24554 AV XV</p>

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

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

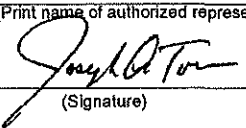
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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

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

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

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

Approved by:  1/1/2019  
(Signature) (Date)

Title: Chief Executive Officer

Telephone Number of authorized representative or licensed agent of insurance carrier: 213 239 8192

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

C-105.2 (9-17)

**APPROVED**  
**07/16/2019**  
**TA**

www.wcb.ny.gov

# XL Insurance America, Inc.

A.M. Best #: 002423    NAIC #: 24554    FEIN #: 756017962

## Administrative Office

70 Seaview Avenue

Stamford, CT 06902

United States

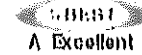
[View Additional Address Information](#)

Web: [www.xlcatlin.com](http://www.xlcatlin.com)

Phone: 203-964-5200

Fax: 203-964-3444

## Financial Strength Rating



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

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

Based on A.M. Best's analysis, 046310 - XL Group Ltd is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

### Financial Strength Rating View Definition

**Rating:** A u (Excellent)  
**Affiliation Code:** g (Group)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Implication:** Developing  
**Action:** Under Review  
**Effective Date:** March 06, 2018  
**Initial Rating Date:** June 30, 1960

### Long-Term Issuer Credit Rating View Definition

**Long-Term:** a+ u  
**Implication:** Developing  
**Action:** Under Review





**Workers'  
Compensation  
Board**

**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)  
Arcadis of New York  
110 W Fayette St. Suite 300  
Syracuse, NY 13214

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  
315-446-9120

1c. Federal Employer Identification Number of Insured or Social Security Number  
16-1448024

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"  
NYD067857 06538

3c. Policy effective period  
1/1/2019 to 1/1/2020 64548 A XV

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**

**07/16/2019**

5. Policy covers:

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

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

Date Signed May 20, 2019

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.



## Rating Services


### Cigna Life Insurance Company of New York

A.M. Best #: 006538 NAIC #: 64548 FEIN #: 132556568

#### Administrative Office

Two Liberty Place 1601 Chestnut  
Street, TL14A  
Philadelphia, PA 19192-2362  
United States

View Additional Address  
Information

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

Web: [www.cigna.com](http://www.cigna.com)  
Phone: 215-761-1000

View additional news, reports  
and products for this company.

Based on A.M. Best's analysis, 044026 - Cigna Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

#### Best's Credit Ratings

##### Financial Strength Rating View Definition

**Rating:** A (Excellent)  
**Affiliation Code:** g (Group)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** January 04, 2019  
**Initial Rating Date:** June 30, 1976

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

**Long-Term:** a  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** January 04, 2019

##### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.  
**Director:** Joseph R. Zazzera  
**Senior Director:** Sally A. Rosen  
*Note: See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.*

##### Disclosure Information

##### Disclosure Information Form

View A.M. Best's Rating Disclosure Form

##### Press Release

AM Best Affirms Credit Ratings of Cigna Corp and Subs; Removes from Under Review, Affirms Ratings of Medco Containment Group  
January 04, 2019

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

**Project Number:** 201900017 & 201900143

**Contract Number:** MP-082

**Description:** Control of Hazardous Energy Program, also referred to as a Lock Out Tag Out (LOTO) program for all Authority facilities.

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

An X indicates insurance coverage is required.

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

X **Per Policy**

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

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

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

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

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

☐ \$1,000,000 in the aggregate

☐ \$2,000,000 in the aggregate

☐ \$3,000,000 in the aggregate

☐ \$4,000,000 in the aggregate

**X** \$5,000,000 in the aggregate

**X** **Per Policy**

☐ **Per Project or Job**

☐ **Per Location**

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

☐ \$1,000,000 in the aggregate

☐ \$2,000,000 in the aggregate

☐ \$3,000,000 in the aggregate

☐ \$4,000,000 in the aggregate

**X** \$5,000,000 in the aggregate

**X** **Per Policy**

☐ **Per Project or Job**

☐ **Per Location**

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

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

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

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

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

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

## **EXHIBIT B**

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

#### **LICENSE:**

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

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

#### **OWNERSHIP:**

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

#### **CONFIDENTIALITY CLAUSE:**

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

#### **COPYRIGHT NOTICE:**

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

### **LIMITATION OF LIABILITY:**

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

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

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

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

### **TERMINATION:**

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

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

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

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

### **SPECIFIC TERMS OF ACCEPTANCE:**

This Agreement constitutes the entire agreement between the parties.

## EXHIBIT C

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

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

#### SEXUAL HARASSMENT BIDDING CERTIFICATION

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

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

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

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

(SEAL)