

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

Contract: LA-002 **Project No.:** 202000178
Project Description: Castle Hill Pump Station Replacement

Item Description:

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

Action Requested:

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

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Sr. Distribution Engineer	<u><i>Bill Mc</i></u>	Date: <u>6/10/2020</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u><i>Russell J. Stoltz</i></u>	Date: <u>6/10/2020</u>
<input checked="" type="checkbox"/> Executive Engineer	<u><i>Joseph F. Konaluk</i></u>	Date: <u>6/10/2020</u>
<input checked="" type="checkbox"/> Director of Administration	<u><i>Janet L. Lister</i></u>	Date: <u>6/10/2020</u>
<input checked="" type="checkbox"/> Risk Manager	<u><i>Molly G. Musarra</i></u>	Date: <u>06/10/2020</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u><i>Karen A. Brendugast</i></u>	Date: <u>06/10/2020</u>
<input checked="" type="checkbox"/> Legal	<u><i>Margaret A. Murphy</i></u>	Date: <u>06/10/2020</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority	<u><i>TJ</i></u>	Date: <u>06/10/20</u>
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Remarks: _____

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



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

June 9, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Leonard F. Kowalski, Executive Engineer *LFK*

Subject: Contract LA-002
Castle Hill Pump Station Improvements
ECWA Project No. 202000178

The following material is attached:

- Blue Authorization Form indicating the requested Board action and approvals needed.
- Professional Service Contract for the above referenced project (2 copies) with LaBella Associates, for execution by the Chairman.
- Copy of Interoffice Memorandum from Leonard F. Kowalski, Executive Engineer, dated May 28, 2020, detailing recommendations for the contract assignment after review of Request for Proposals (PN 202000046).

This project will focus on the replacement of the Castle Hill Pump Station located in the Town of Aurora. The project will involve the following tasks:

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

The total not to exceed fee for this contract is \$282,800.00. Funds for this project are included in the 2020 Capital Budget under 2520 Engineering and Construction – Control, Item 101511.

Completion of the Basis of Design report is scheduled for September 2020 and Design in March 2021.

LFK:MWW:jmf

cc: K.Prendergast

R.Stoll

M.Wymer

M.Quinn

L.Lester

CONT-LA-002-2020-X-01



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

May 28, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Leonard F. Kowalski, PE, Executive Engineer *LFK*

Subject: Request for Proposals
Castle Hill Pump Station Replacement
ECWA Project No. 202000046

The Erie County Water Authority (ECWA) recently issued a Request for Proposal (RFP) for the design of the replacement of the Castle Hill Pump Station located in the Town of Aurora. This project will involve design tasks that will result in the total replacement of the facility including:

- New pump building with below grade and above grade sections, paving, grading, and drainage;
- New pumps VFDs and pump controls to replace the existing four pumps;
- New electrical equipment associated with the new pump station;
- New HVAC equipment associated with the new pump station.

The Castle Hill Pump Station was constructed around 1990 and provides service to over 200 residences in the Town of Aurora. The pump station consists of a below-grade precast concrete structure that houses four pumps, electrical panels, and associated valves and piping and does not meet the Authority's needs from an operations and maintenance perspective. It is anticipated that the new pump station would be built as a new stand-alone structure, located adjacent to the existing below-grade pump station.

RFPs were issued to five consulting engineers: Arcadis, GHD, Brown and Caldwell, Nussbaumer & Clarke, and Hazen & Sawyer as well as posted the RFP to the Water Authority Website. Four other firms, LaBella, Dubois & King, Foit Albert, and Barton & Loguidice obtained the RFP through our website. In the end, five firms, GHD, Dubois & King, Barton & Loguidice, Hazen & Sawyer and Labella chose to submit proposals for this project. This is a single project requiring one consulting firm.

The proposals were reviewed and discussed among the engineering staff (Russ Stoll, Len Kowalski, Michael Wymer, and Michael Quinn). Experience, staffing, scope and project approach were considered. It was determined that each firm possessed the basic relevant qualifications to perform the work proposed.

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

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

LFK:MJQ:jmf
cc: K.Prendergast
R.Stoll
M.Quinn
M.Wymer
L.Lester
ECWA-722-2002

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES**

This is an Agreement effective as of June 18, 2020 (“Effective Date”) by and between

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

LABELLA ASSOCIATES

300 Pearl Street, Suite 130
Buffalo, New York 14202

hereinafter referred to as the “Engineer.”

The Authority project, for which engineering services are to be provided under this Agreement, relates to the replacement of the existing Castle Hill Pump Station located in the Town of Aurora (the “Project”).

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

ARTICLE 1 – THE PROJECT

- 1.01** The Castle Hill Pump Station was recently acquired by the Authority from the Town of Aurora in 2019. The pump station was built around 1990 and consists of a below-grade precast concrete structure that houses four pumps, electrical panels, and associated valves and piping. The pumps are approximately 15 years old and are nearing the end of their useful lives. The existing pump station does not meet the Authority’s needs from an operations and maintenance perspective as it is below-grade, small and has limited clearance between equipment, has limited access, has limited ventilation, and is prone to flooding.
- 1.02** The Authority would like a new pump station to be built separate from the existing station. The new pump station shall include an above grade section to house the pumps and electrical equipment and a below grade section to house piping and valves. The Engineer is required to perform a hydraulic analysis, based on data provided by the Authority, to properly size the new station’s duty and fire flow pumps. This project includes, but is not limited to, the following upgrades: (1) a new pump building with below grade and above grade sections; (2) new pumps to replace the existing four pumps; (3) VFDs for the new pumps; (4) new PLC and control logic to operate the new pumps; (5) new piping, valves, and flow meter; (6) an investigation of existing electrical service and its ability to meet the

new pump station's service requirements; (7) new electrical equipment associated with the new pump station; (8) new HVAC equipment associated with the new pump station; and (9) paving, grading, and drainage associated with the new pump station building

ARTICLE 2 – COMPLIANCE STANDARDS

2.01 Standard of Performance

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

2.02 Compliance with Laws and Regulations, and Policies and Procedures

- A. The Authority and the Engineer shall comply with all applicable federal, state or local laws and regulations and all applicable Authority policies and procedures.
- B. The Engineer shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority's Request for Proposals, the Engineer submitted and signed Forms A, B, and C, a copy of which is attached to, and incorporated in, this Agreement as Appendix D.
- C. By executing this Agreement, the Engineer affirms under the penalties of perjury that there was no collusion in the proposal submitted to the Authority, upon which forms the basis of this Agreement.
- D. The Engineer shall comply with the provisions of State Finance Law § 139-L of the laws of the State of New York. In response to the Authority's Request for Proposals, the Engineer submitted and signed the Sexual Harassment Bidding Certification, a copy of which is attached to, and incorporated in, this Agreement, as Appendix D.
- E. The Engineer shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.
- F. The Authority shall provide the Engineer in writing any and all Authority policies and procedures applicable to the Engineer's performance of services under this Agreement. The Engineer agrees to comply with such policies and procedures to the extent compliance is not inconsistent with professional practice requirements.

- G. While on Authority property, the Engineer's employees, representatives and engineers shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

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

ARTICLE 3 – SCOPE OF SERVICE

3.01 Kick-off Meeting. Prior to rendering any professional services, the Engineer will conduct a kickoff meeting with Authority personnel to take place at the same time as the site walkthroughs referenced in § 3.02 of this Agreement. Provide meeting minutes to the Authority within 5 business days of the meeting date.

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

A. *Basis of Design (“BOD”):*

1. In contemplation of the basis of design, the Engineer shall:
 - a. Review reports, drawings, specifications, and other records furnished by the Authority.
 - b. Verify site conditions at each location.
 - i. Complete a site walkthrough and conduct meetings with operating staff to discuss current operational strategies and challenges.
 - ii. Review applicable operating records.
 - c. Identify locations of suspected hazardous materials (e.g., lead paint, asbestos, etc.) or concerning environmental conditions, based on known/assumed age and type of construction.
 - i. If material sampling and testing becomes necessary, such sampling and testing would be considered a Special Service, subject to the provisions of paragraph B of this section.
 - d. Prepare preliminary design documents for the new pump station. Preliminary design documents should:

- i. Include final design criteria including but not limited to equipment selection, pump capacity, and hydraulics analysis. The desktop hydraulic analysis will be performed based on information and data provided by the Authority for present and future demand conditions.
 - ii. Preliminary design drawings including:
 - (a) Process Flow Diagram.
 - (b) Process and Instrumentation Drawing.
 - (c) Plan view of proposed pump station
 - (d) Elevations, Sections, and Details required to relay the design intent.
 - iii. Include an equipment/motor list for all electrical equipment and identify code compliance requirements for electrical components.
 - iv. Process control narrative for operation and monitoring of the system.
 - v. List the required technical specifications for final design.
 - vi. Describe the construction sequencing in conjunction with the maintenance of pumping operations.
 - vii. State an opinion of probable project costs.
 - viii. Set forth a Project schedule identifying the duration of final design, bid, and construction phases.
2. The Engineer shall prepare a draft BOD Report, setting the factors considered by the Engineer including, but not limited to, those specifically identified in paragraph A, subparagraph 1 of this section. The Engineer shall supply the Authority with ten (10) copies of the draft BOD Report with supporting documentation, along with a digital .pdf file of the draft BOD Report with supporting documentation.
3. The Engineer shall meet with the Authority to review the draft BOD Report and will incorporate all comments into a final version. The Engineer shall supply the Authority with ten (10) copies of the final BOD Report with supporting documentation, along with a digital .pdf file of the final BOD Report with supporting documentation.

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

B. *Special Services:*

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

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

3.03 Design Phase: The Engineer will complete design documents for the pump station improvements. The work shall include:

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

1. Obtain field topographic survey data for the preparation of construction plans required for final design of the project. Survey data is to be according to NAD83 and NGVD29 standards.
2. Provide a site boundary survey to confirm property lines and property corners.
3. Prepare detailed design drawings and specifications at 60%, 90%, and 100% design stages including, but not limited to:
 - a. Preparing engineering calculations to support the design of the improvements, including related civil, mechanical, electrical/instrumentation, structural, and architectural features of the project;
 - b. Preparing draft and final plans, profiles, and job specific detail drawings that include editing of the Authority's standard detail drawings where appropriate. In addition, provide revisions to the

Process Flow Diagram, Process and Instrumentation Diagram and control descriptions provided as part of the Basis of Design;

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

conditions mutually agreed to by the Authority and the Engineer and setting forth the exceptions to these general conditions, specific to this Project.

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

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

3.04 Construction Phase

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

1. Assist Authority personnel in preparing bid invitation and contract documents;

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

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

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

C. *Construction.*

1. The Engineer is not responsible for the construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions in connection with the construction work (the “Work”). The Engineer shall not be held liable to the Authority for the failure of the construction contractor (the “Contractor”) to execute the Work in accordance with the contract documents (the “Contract Documents”).

2. The Engineer shall notify the Authority of all permanent Work which does not conform to the result required in the Contract Documents, prepare a written report describing any apparent non-conforming permanent Work and make recommendations to the Authority for its correction and when requested by the Authority, have recommendations implemented by the Contractor.
3. The Engineer shall have responsibility over the following:
 - a. Defective Work:
 - i. Based on the Engineer's observations, if the Engineer believes that the Work is defective under the terms and standards set forth in the Contract Documents, the Engineer shall reject the Work and provide the Authority with its recommendations regarding whether the Contractor should correct such Work or remove and replace such Work, or whether the Authority should consider accepting such Work as provided in the Contract Documents.
 - b. Compatibility with Design Concept:
 - i. If the Engineer has actual knowledge a specific part of the Work, although not defective under the terms and standards set forth in the Contract Documents, but nonetheless is not compatible with the design concept of the completed Project as a functioning whole, the Engineer will inform the Authority of such incompatibility, and provide recommendations for addressing such Work.
 - c. Clarifications and Interpretations:
 - i. When the Contractor and the Authority submits to the Engineer any question concerning the requirements of the Contract Documents, including any requests for information (RFIs), or relating to the acceptability of the Work under the Contract Documents, the Engineer shall, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents.
 - d. Differing Site Conditions:
 - i. When the Contractor notifies the Engineer of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental

conditions, the Engineer shall promptly review the condition and prepare findings, conclusions, and recommendations to the Authority as to how to address the condition.

e. Substitutes and “Or-equal”:

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

f. Change Orders:

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

g. Change Proposals and Claims:

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

notify the parties that the Engineer will not resolve the Change Proposal.

ii. Reporting of Claims

- (a) When the Engineer becomes aware of a situation from which a legal dispute or claim (“Claim”) could be filed by a contractor, subcontractor, property owner or other third party against the Authority, the Engineer will promptly report the situation to the Authority.
 - (b) Upon request, the Engineer will assist the Authority’s Legal Department in its investigation and examination of any Claim. The Engineer will provide the names and, if available, addresses and phone numbers of individuals involved or having knowledge of the Claim.
 - (c) The Engineer will also gather information or data to the Authority regarding engineering or technical matters pertaining to the Claim.
4. The Engineer shall consult, report and advise appropriate Authority personnel as to all relevant and pertinent matters relating or affecting the progress of construction.
 5. The Engineer shall review and determine the acceptability of any and all schedules that the Contractor is required to submit to the Engineer, including a Progress Schedule, Schedule of Submittals, and Schedule of Values.
 6. The Engineer shall supply the Authority with a construction schedule, which has been submitted by the Contractor and approved by the Engineer.
 7. The Engineer will prepare elementary sketches and supplementary sketches, when necessary or required, to resolve issues with actual field conditions encountered.
 8. The Engineer shall interpret Contract Documents and resolve problems as to amount, quality, acceptability, and fitness.
 9. The Engineer will review the Contractor’s submittals of material and/or equipment for compliance with the design concept and take appropriate

action such as but not limited to: “approved”, “approved as corrected”, “revise and resubmit”; or “not approved”.

10. The Engineer will provide the Contractor and the Authority with detailed stakeout information, including benchmarks, reference and axis lines along the routes of the construction or wherever necessary.
11. The Engineer shall check installation for preparation of record drawings.

D. *Construction Meetings and Reports.*

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

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

3.05 Resident Inspections:

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

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

2. *RPI's duties and responsibilities:*

- a. The RPI shall not:

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

2. The RPI shall:

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

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

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

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

3.06 General Services:

A. *Contractor's Request for Payment:*

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

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

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

C. *Certificates, Operation and Maintenance Materials:*

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

D. Completion:

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

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

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

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

3.07 Record Drawings:

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

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

3.08 Authority Program/Procedure Updates. This task of the project will be to complete Authority program and procedure updates for the project, including:

- A. Develop Standard Operating Procedures (SOPs) for the pump station. SOPS shall be developed in accordance with the Authority's existing format.
- B. Develop an Arc Flash program for the pump station. Program shall be developed in accordance with the Authority's existing format.
- C. Develop comprehensive Lock-out Tag-out (LOTO) program documentation for the pump station. LOTO program shall be developed in accordance with the Authority's existing format.

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

- A. All Basis of Design Services shall be completed within 90 days of the issuance of the Authority's notice to proceed;
- B. All Design Services shall be completed within 180 days following Authority approval the final Basis of Design documents; and
- C. All other services should be completed by the end of construction with an estimated completion date of November 1, 2021.

ARTICLE 4 – PAYMENT OF PROFESSIONAL SERVICES

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

- A. ***Basis of Design:*** For services described under § 3.02, paragraph A of this Agreement, the Authority shall pay Engineer a lump sum which will include all expense, labor and cost associated with this service. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.
- B. ***Design:*** For services described under §3.03 of this Agreement, the Authority shall pay the Engineer a lump sum which will include all expense, labor, and cost associated with this service. Payment will be made monthly based on the percentage of completion up to 70% of the total lump sum amount. After submission by the Engineer to the Authority of a draft set of Contract Documents, payment will be made monthly based on the percentage of completion up to 90% of the total lump sum amount. The balance will be paid when the final Contract Documents are submitted to the Authority.
- C. ***Construction and General Services:*** For services described under §§ 3.04 and 3.06 of this Agreement, the Authority shall pay the Engineer a lump sum which will include all expense, labor and cost associated with this service. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.
- D. ***Record Drawings:*** For services described under § 3.07 of this Agreement, the Authority shall pay the Engineer a lump sum which will include all expense, labor and cost associated with this service. Payment will be made monthly based on the percentage of completion up to 70% of the total lump sum amount. After submission by the Engineer to the Authority of draft record drawings, payment will be made monthly based on the percentage of completion up to 90% of the total lump sum amount. The balance will be paid when the final record drawings are submitted to the Authority.
- E. ***Authority Program/Procedure Updates:*** For services described under § 3.08 of this Agreement, the Authority shall pay the Engineer a lump sum which will include all expense, labor and cost associated with this service. Payment will be made monthly based on the percentage of completion up to 70% of the total lump sum amount. After submission by the Engineer to the Authority of the program and procedure updates, payment will be made monthly based on the percentage of completion up to 90% of the total lump sum amount. The balance will be paid when the final record drawings and program and procedure updates are submitted to the Authority.

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

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

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

4.04 **Engineering Cost Schedule:**

A. **Engineering Costs:**

1. Lump Sum Basis of Design Cost	\$ 37,500
2. Lump Sum Design Cost	\$ 77,000
3. Lump Sum General Service Cost	\$ 40,500
4. Lump Sum Record Drawings Cost	\$ 3,000
5. Lump Sum Authority Program/Procedure Updates	\$ 4,800

TOTAL LUMP SUM COST: \$162,800

B. **Resident Inspection Costs:**

	Payable Hourly Rate	Employee Direct Hourly Rate
Resident Engineer	\$85.00	\$45.30

The Dollar amount for Estimated Resident Inspection is based fixed hour estimate of 960 hours of Resident Engineer during the duration of the project. Payment will be made for actual hours worked during the duration of construction. Actual hours will vary based on production rates of the Contractor during construction, unforeseen circumstances that develop during construction, and weather conditions.

1. Estimated Resident Inspection	\$81,600
2. TOTAL NOT TO EXCEED RESIDENT INSPECTION:	\$100,000

C. **Special Services (not to exceed)** \$ 20,000

D. **Other Costs:**

1. Estimated Mileage (IRS rate)	\$0.575/mile
2. Estimated Copy Costs (per copy)	\$0.10/sheet
3. Prints (per print)	\$1.00/print
4. Subcontractor Expenses, invoiced as special services	Cost plus 5% maximum

5. Other Direct Non-Salary Costs

At cost

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

ARTICLE 5 – GENERAL PROVISIONS

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

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

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

5.04 **Indemnification:**

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

5.05 **Confidential Information:**

- A. In order to assist the Engineer in the performance of this Agreement, the Authority may provide the Engineer with confidential information including, but not limited to information relative to the services to be performed. All information received by the

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

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

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

5.07 ***Copyrights, Trademarks and Licensing:***

- A. All materials produced under this Agreement, whether produced by the Engineer alone or with others, and regardless of whether produced during regular working hours, shall be considered work made for hire and the property of the Authority. The Engineer shall, during and subsequent to the terms of this Agreement, assign to the Authority, without further consideration, all right, title and interest in all material produced under this Agreement. All material produced under this Agreement shall be and remain the property of the Authority whether registered or not.
- B. In performing work under this Agreement, the Engineer may be granted access to the Authority's GIS data, documents, and other information. The Engineer understands and agrees that the use of such data, documentation and information shall be treated as confidential information and the Engineer shall abide by the terms and conditions of the Confidentiality and Copyright Licensing Agreement, attached and incorporated in this Agreement as Appendix C.

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

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

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

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

5.12 **Independent Status:**

- A. Nothing contained in the Agreement shall be construed to render either the Authority or the Engineer, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Engineer shall remain an independent contractor responsible for its own actions. The Engineer is retained by the Authority only for the purpose and to the extent set forth in this Agreement.
- B. The Engineer is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in Article 4.
- C. Neither the Engineer nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.

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

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

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

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

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

ARTICLE 6 – SEVERABILITY

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

ARTICLE 7 – TERMINATION

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

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

LABELLA ASSOCIATES

By _____
Timothy M. Webber, PE, Vice President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

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

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2020, before me personally came Timothy M. Webber, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York, that he is the Vice President of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public

APPENDIX A

LABELLA FIXED RATES FOR SPECIAL SERVICES

Classification	Billing Rate/hour
Project Manager	\$125.00
Senior Project Engineer	\$105.00
Project Engineer/Architect	\$95.00
Resident Engineer	\$85.00
Engineer	\$75.00
Environmental Review Specialist	\$70.00
Regulated Building Materials Analyst	\$60.00
Administrative Assistant	\$55.00

APPENDIX B

CASTLE HILL PUMP STATION REPLACEMENT

ECWA Project No. 202000178 (RFP No. 202000046)

Insurance Specs:

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

Insurance Requirements:

a. Workers Compensation:

Part 1: Workers Compensation: Statutory

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

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

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

c. Commercial General Liability:

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

d. Automobile Liability:

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

e. Umbrella Liability:

- \$1,000,000. Each Occurrence
- \$1,000,000. Aggregate

- Erie County Water Authority to be scheduled as an Additional Insured

e. Professional Liability:

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

Certificates of Insurance to be provided to **ECWA** prior to start of work as follows:

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

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by ECWA 30 days prior to the expiration of the insurance policy period.

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

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

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

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

**INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACT FOR
CONSULTING ENGINEERING SERVICES**

**STURGEON POINT WATER TREATMENT PLANT
VARIOUS PIPING AND VALVES UPGRADES AND IMPROVEMENTS**

ECWA PROJECT No. 202000166 (RFP No. 202000047)

Insurance Specs:

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

Insurance Requirements:

a. Workers Compensation:

Part 1: Workers Compensation: Statutory

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

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

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

c. Commercial General Liability:

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

d. Automobile Liability:

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

e. Umbrella Liability:

- \$1,000,000. Each Occurrence
- \$1,000,000. Aggregate

- Erie County Water Authority to be scheduled as an Additional Insured

e. Professional Liability:

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

Certificates of Insurance to be provided to **ECWA** prior to start of work as follows:

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

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by ECWA 30 days prior to the expiration of the insurance policy period.

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

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

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

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



LABEASS-01

AKEEFE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2020

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

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

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

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

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

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

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

Project: CASTLE HILL PUMP STATION REPLACEMENT, ECWA PROJECT No. 202000178 (RFP No. 202000046)

APPROVED /MJM

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

CERTIFICATE HOLDER**CANCELLATION**

Erie County Water Authority 295 Main Street - Room 350 Buffalo, NY 14203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

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

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

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

A. MISCELLANEOUS ADDITIONAL INSUREDS

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

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

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

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

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

(1) Persons or Organizations For Whom Operations Are Performed

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

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

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

This insurance does not apply to:

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

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

- (1.2) Supervisory, inspection, architectural or engineering activities.

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

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

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

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

(2) Managers Or Lessors Of Premises

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

you and subject to the following additional exclusions:

This insurance does not apply to:

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

(3) Mortgagee, Assignee Or Receiver

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

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

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

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

This insurance does not apply to:

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

(5) Lessor Of Leased Equipment

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

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

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

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

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

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

(a) This insurance applies only with respect to:

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

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

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

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

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

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

(7) Controlling Interest

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

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

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

(8) Co-Owner Of Insured Premises

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

(9) Vendors

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

The insurance afforded the vendor does not apply to:

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

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

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

1. The period of time required by the written contract or written agreement governing "your work", or 10 years from the date of the completion of "your work" described above, whichever is less; or
 2. Two years from the date of the completion of "your work" described above, if the written contract or written agreement does not specify the period of time.
- B.** With respect to coverage provided under this endorsement, the following is added to the end of **Section III - Limits Of Insurance**:

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

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

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

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

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

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

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

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

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

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

(2) Notify us as soon as practicable.

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

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

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

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

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

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

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

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

Approved by: _____
(Signature) (Date)

Title: _____

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



APPROVED

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

Workers' Compensation Law

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

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

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



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

1a. Legal Name & Address of Insured (use street address only)
LaBella Associates, P.C.
300 State Street Suite #201
Rochester, NY 14614
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)
1b. Business Telephone Number of Insured
(585) 402-7085
1c. Federal Employer Identification Number of Insured or Social Security Number
16-1115731

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Erie County Water Authority
295 Main Street - Room 350
Buffalo, NY 14203
3a. Name of Insurance Carrier
CIGNA LIFE INSURANCE COMPANY OF NEW YORK
3b. Policy Number of Entity Listed in Box "1a"
NYD075696
3c. Policy effective period
1/1/2020 to 1/1/2021

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] 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:



APPROVED

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

Marceline E. Reilly

Date Signed January 14, 2020 By (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

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

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

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

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.
Date Signed By (Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number Name and Title

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



Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

APPENDIX C

ERIE COUNTY WATER AUTHORITY CONFIDENTIALITY AND COPYRIGHT LICENSING AGREEMENT

LICENSE:

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

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

OWNERSHIP:

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

CONFIDENTIALITY CLAUSE:

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

COPYRIGHT NOTICE:

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

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

LIMITATION OF LIABILITY:

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

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

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

TERMINATION:

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

LIQUIDATION OF DAMAGES FOR BREACH OF AGREEMENT:

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

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

SPECIFIC TERMS OF ACCEPTANCE:

This Agreement constitutes the entire agreement between the parties.

APPENDIX D

LABELLA ASSOCIATES RESPONSE TO RFP

Prepared For:

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

Submitted by:

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



Proposal for Ball Pump Station Phase I Rehabilitation and
Castle Hill Pump Station Replacement

ECWA PROJECT NO. 202000046

MAY 1, 2020



April 30, 2020

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

**RE: Ball Pump Station Phase I Rehabilitation and Castle Hill Pump Station Replacement
ECWA Project No. 202000046
LaBella Proposal No. P2001833**

Dear Mr. Kowalski:

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

Please note, we are submitting on Project B – Castle Hill Pump Station Replacement only.

LaBella is a full-service firm whose success is built upon a diverse staff of over 800 engineers, architects, scientists, planners, and other professionals, located in 23 offices globally, including our office in Buffalo. This allows us to respond to any need required to take any project from start to finish.

As your Project Manager, I bring 20 years of water and wastewater engineering experience to support this project, including the management of water distribution system projects for a major utility capital improvements program. The proposed team of professionals has expertise in the design and construction of a full range of water pump station projects. Our staff members have extensive experience working with Erie County Water Authority over the past 30 years and are currently engaged in the 2020-2021 Distribution Main Design Projects.

The following proposal contains more detailed information about our firm, capabilities, similar projects, rates, and staff. If you have any questions or require additional information, please do not hesitate to reach out to me at either 585-295-6609 or cchung@labellapc.com. Thank you again for this opportunity and we look forward to continuing to serve the Erie County Water Authority.

Respectfully submitted,

LaBella Associates

Clement Chung, PE
Project Manager

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QUALIFICATIONS & EXPERIENCE

ABOUT LABELLA

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

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

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

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



LaBella
Powered by partnership.

SOLVE COMPLEX PROBLEMS



INFRASTRUCTURE

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

ENHANCE OUR EXPERIENCE



BUILDINGS & FACILITIES

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

ADVOCATE FOR THE FUTURE



WASTE, RECYCLING AND ENVIRONMENTAL

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

LEAD THE WAY



ENERGY

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

TECHNICAL CAPABILITIES

Areas of Firm Expertise

Environmental Consulting & Ecological Services

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

Mechanical Engineering

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



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

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

Energy Engineering

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

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

Commissioning Services

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

TECHNICAL CAPABILITIES

Areas of Firm Expertise

- Assessments
- NYSERDA and LEED Commissioning
- Retro-Commissioning

Electrical Engineering

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

Structural Engineering

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

Civil Engineering

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

Transportation Engineering

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

Planning

- Funding and Grants Consulting

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

Architecture

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

Interior Design

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

Program Management

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

Noise and Acoustical

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

Waste & Recycling

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

CIVIL ENGINEERING EXPERTISE

In-house Capabilities



LaBella provides a broad range of civil engineering services that are performed by staff experienced in project administration, design, and construction.



Wastewater

Collection, Conveyance & Treatment

Infiltration & Inflow Studies

Sewer Rehabilitation

Sludge Management

Municipal Engineering

Town & Village Boards

Planning & Zoning Boards

Site Development

Site Selection / Evaluation

Planning Board Assistance

Site Layout

Grading & Utility Design

Storm Water Management

SPDES Compliance

Domestic Water

Source Development

Treatment, Storage & Distribution

Stormwater Management

Conveyance

Stormwater Management Facilities & Practices

SWPPP Inspections

MS4 Management

Mapping

3D Surface Modeling

GPS & GIS

Inspection

Plants

Water Mains

Sewers

Tanks

Roadways

Hydraulics

Backwater Analysis & Flood

Watershed Hydrologic Studies

Dynamic Stormwater Computer Modeling

Street Design

Pavement Analysis & Evaluation

Roadway & Streetscapes

Traffic Analysis

Construction Services

Utility Design

Gas & Electric

Municipally Owned

REFERENCE LIST

TOWN OF CANADICE

Kristine Singer
Town Supervisor
585-367-2050

UNC PEMBROKE

Steve Martin
Asst. VC Facility Management
105 Pinchbeck Maintenance Blvd
Pembroke, NC 28372
(910) 521-6520

TOWNS OF SALUDA, TRYON, AND COLUMBUS, NC

Fred Barbour
Cloninger, Barbout,
Searson & Jones, PLLC
(828) 254-0802
fred@lawyersasheville.com

CITY OF LINCOLNTON / TOWN OF CHERRYVILLE, NC

Stephen Peeler
Director of Public Works and Utilities
PO Box 617
Lincolnton, NC 28093
(704) 736.8940
stevepeeler@ci.lincolnton.nc.us

TOWN OF CANADICE

Water District No. 1

LaBella Associates was retained by the Town of Canadice for the design of the public water supply to the area along Honeoye Lake. This project will provide domestic water supply and fire protection to the development primarily located along West Lake Road (Co. Rd. 36), Old West Lake Road, and along the waterfront of Honeoye Lake. System improvements will include 8-inch water main along lakefront properties, County Road-36 and Old West Lake Road. A 12-inch water main will be extended to a water storage tank located on County Road-36. In addition to the water main, the project includes a meter and pump station where the proposed project ties in to the existing water main at the Canadice/Richmond Town Line. There is also a storage reservoir and chlorination station located along County Road-36.

The pump station is a packaged station with two 10 hp end suction pumps on VFDs, each rated at 275 gpm to meet the maximum day demand, set to avoid excessive drawdown of supply pressure. Remote communication is provided back to the storage reservoir and the City of Rochester Bureau of Water's operation center.

WaterCAD was used for hydraulic modeling of the project to determine appropriate pipe size, pump settings and storage tank size. AutoCAD Civil 3D was used to produce design plans.

Challenges unique to this project include the varied elevations in the area. County Road-36 is located in the middle of a steep slope down from County Road-37 to Honeoye Lake. This results in steep slopes upward and



downward within a few feet of pavement on either side of the road. There has been extensive coordination with the Ontario County Highway Department to ensure construction will not disturb County Road-36 while still maintaining feasible construction. Directionally Drilled crossings of County Road-36 were designed in three locations.

Extensive grading design was completed to reach the storage tank which is located approximately 600 feet west and 152 feet above County Road-36.

The project also included several blue line stream crossings. This required an extensive submission to the NYSDEC and US Army Corps of Engineers for the crossing of 37 blue line streams. Rip rap outlet protection was designed for 13 different stream

CLIENT PARTNER

Kristine Singer
Town Supervisor
585-367-2050

Water District No. 1 is currently in construction.

crossing locations to mitigate erosion impacts.

This project has required a large amount of coordination between several parties for both design, and approval purposes. In addition to Ontario County, NYSDEC and Army Corps of Engineers, designs have been coordinated with and approved by Monroe County Water Authority, City of Rochester Water Bureau, Town of Canadice Highway Department and NYS Department of Health.

UNC PEMBROKE

Elevated Tank & Water Systems Improvements

In an effort to improve available fire flow capacity and increase availability in the event of a campus emergency, LaBella was retained to design necessary water system improvements at UNC Pembroke. The scope of work included detailed calculations for the capacity and height of an elevated water storage tank, sizing for a new pump station, and distribution system improvements.

Final design criteria and detailed calculations were included in a report to the University which outlined existing water system conditions and specified a 400 GPM Pump Station and 300,000 gallon welded steel "Pedosphere" Elevated Water Storage Tank. An additional 1200 LF of 12" diameter waterline and appurtenances were installed. An on-site natural gas fired generator provides for back-up power.

In order to accurately size the elevated storage tank, historical water consumption data was evaluated to determine typical average daily and maximum daily water demands. Based upon this analysis of campus population and consumption, our team was able to determine the initial sizing requirements could be revised downward, resulting in a significant cost savings for this infrastructure project.

Site work included subsurface structural design for the 24 prestressed, precast concrete piles which serve as the foundation for the elevated tank.

CLIENT PARTNER

Steve Martin
Asst. VC Facility Management
105 Pinchbeck Maintenance
Blvd
Pembroke, NC 28372
(910) 521-6520



TOWNS OF SALUDA, TRYON, AND COLUMBUS, NC

Interconnection System

In 2002 and 2007 several towns in Western North Carolina experienced severe drought conditions. In response to this an interconnection project was designed and constructed to connect the water systems of the Town of Saluda, Town of Tryon, and Town of Columbus. This project consisted of 40,000 LF of 10" water main, 5 booster pump stations, one ground storage tank, SCADA system, and related appurtenances. The construction costs were 2.8 million dollars. The project began in 2009 and finished in 2010. In December 2013, LaBella Associates was contracted to conduct a forensic analysis of the system and to serve as the plaintiff's expert in a federal litigation case between the towns and the engineer of record. The investigation included modeling the drought relief system as it was designed and as it was constructed, determining the consequences of transferring water between the municipalities, evaluating the performance of the SCADA system, finding the cause of operational deficiencies, evaluating operating procedures, developing improvements, cost estimates, and acting as a professional witness in federal litigation proceedings. Complicating factors in the project were the difference in elevation between the towns was approximately 1000 feet, the largest water system's primary surface water source was conditional on water depth, and the primary emergency connection was designed with the smallest system supplying the largest system.



CLIENT PARTNER

Fred Barbour
Cloninger, Barbour,
Searson & Jones, PLLC
(828) 254-0802
fred@lawyersasheville.com

LaBella began the investigation by modeling the existing system as it was designed, and as it was installed. This coincided with conducting flow tests at strategic locations to calibrate the models, installing pressure data recorders to monitor changes in the system pressure over time, and placing varying demands on the system to record their consequences. The investigation included determining the viability of each town's water supply, current water usage, and historic water usage under drought conditions. Based on our investigation, we were

able to determine several design and operation deficiencies in the system. We provided a detailed description of the necessary repairs and a cost estimate. These findings were presented in two reports, one deposition, and several court filings. The case settled prior to trial and LaBella is maintaining a discussion with the towns on how to proceed.

CITY OF LINCOLNTON / TOWN OF CHERRYVILLE

Booster Pump Station

The City of Lincolnton and Town of Cherryville team worked together to develop an alternate source of finished water for the Town of Cherryville. Discussions resulted in City of Lincolnton serving finished water from their Highway 150 elevated tank to Cherryville elevated tank located in the central part of the Town. The project consists of a booster pump station rated at 2.0 mgd and provisions for additional 1.0 mgd. The initial construction consisted of the 2.0 mgd pump station and approximately 15,000 lf of 12-inch water main. The booster pump station can be increased in capacity by 1.0 mgd for a total of 3.0 mgd by the addition of one additional pump located in the space provided at the station. The project was constructed within the budget and on time to provide service to Town of Cherryville.

CLIENT PARTNER

Stephen Peeler
Director of Public Works and
Utilities
PO Box 617
Lincolnton, NC 28093
(704) 736.8940
stevepeeler@ci.lincolnton.nc.us



CITY OF GASTONIA

Mountain Island Lake Raw Water Intake

CLIENT PARTNER

181 S South Street
Gastonia, NC 28052

Following an extensive raw water supply study, the City of Gastonia elected to transfer its primary raw water source for potable needs from the South Fork of the Catawba River to Mountain Island Lake.

In response to the study, LaBella designed the \$19.7 million Mountain Island Raw Water Intake project, which included a raw water intake structure, transmission mains and pump station. The new transmission main system is designed to deliver raw water to either Rankin Lake or the existing water treatment plant. The system was designed to meet the water needs of the Gastonia metropolitan area for at least the next 50 years.

Mountain Island Lake

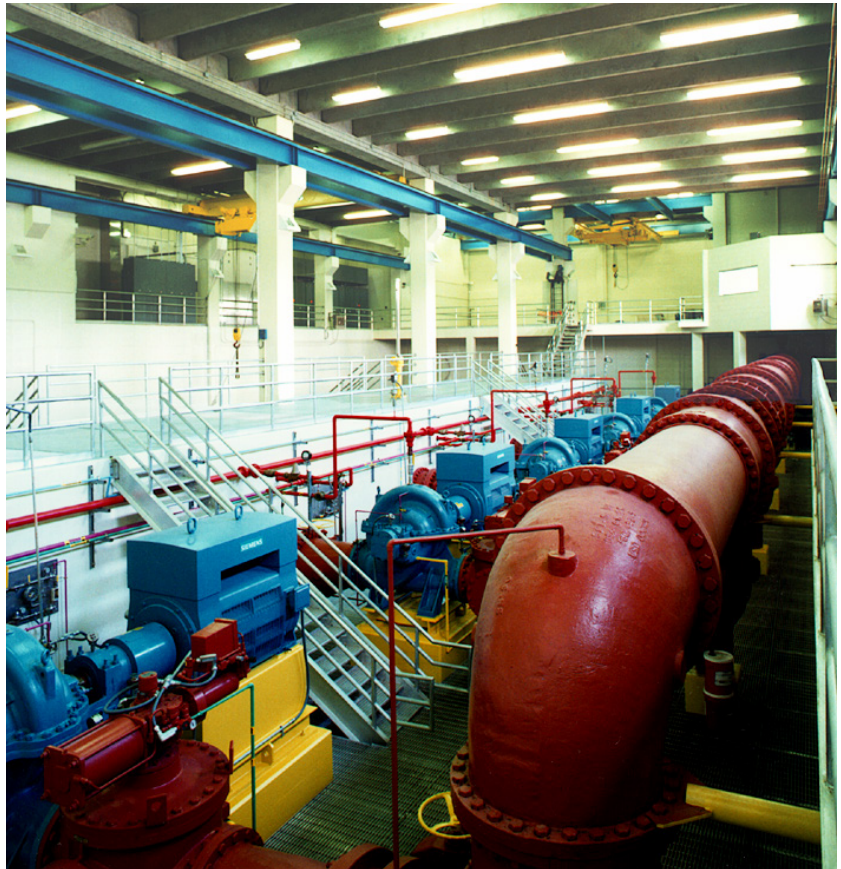
- Best quality and highest yield raw water source in area.
- Up to 150 MGD permitted withdrawal.

Transmission Mains

- 16,416 LF of 54-inch and 36,015 LF of 48-inch diameter ductile iron water main

Intake Structure and Equipment

- 150 MGD ultimate capacity.
- 51.8 MGD existing design capacity.
- Five existing horizontal split case centrifugal pumps—each equipped with 900 HP electrical motors—capable of pumping 12,700 GPM at a total dynamic head of 277 feet.
- Local and remote controls via a radio-based telemetry and SCADA system.
- Alarms and TV monitors detect illegal entry.



Pump Station Sizing

- Ultimate System Capacity - 75 MGD by the year 2050 (24 hours/day)
- Peak Withdrawal Rate - 150 MGD (12 hours ultimate capacity)



UNDERSTANDING & APPROACH

PROJECT APPROACH

Project Understanding

LaBella understands that ECWA is looking to completely replace its Castle Hill Pump Station, which was recently acquired and serves the Village of East Aurora and parts of the Town of Aurora. The three duty pumps and one fire service pump are currently situated in a below-grade structure with limited access. The pumps are to be replaced with new equipment, including new variable frequency drives (VFDs) and control logic that, coupled with a new flow meter, will increase operational flexibility.

It is ECWA's desire to construct the new pumping station adjacent to the existing one and maintain operation through construction until the new station is ready to be connected and commissioned.

Approach

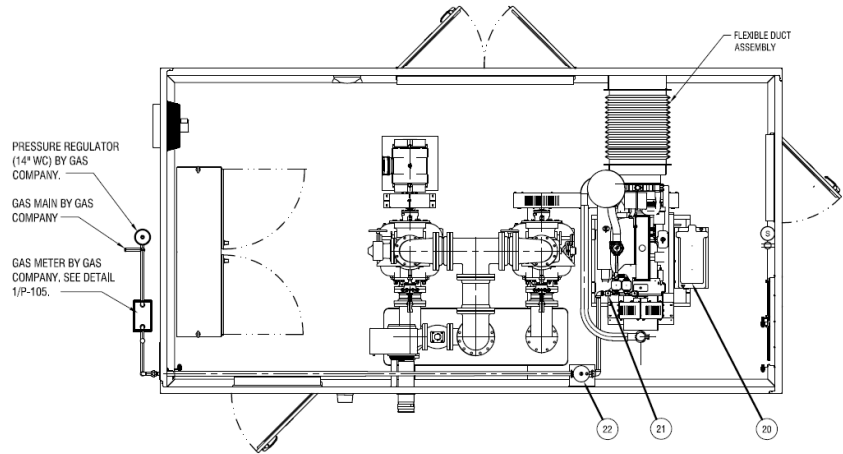
Our approach to this project has been employed on numerous design and construction projects successfully completed by LaBella. This is built on a fully-integrated team, managed from the senior leadership down to the staff level. We feel this level of involvement provides our clients with professional project management expertise to ensure outstanding performance in every respect. Coupled with our firm's commitment to quality management, this attention to detail helps ensure that projects are delivered on time and within budget. Our record of repeat assignments from satisfied clients bears out the value of this principle, and we believe we are demonstrating this value in our other current ECWA project.

Our proposed team for the Castle Hill Pump Station project has extensive experience with the design and implementation of water transmission and distribution facilities. Importantly, our approach starts with developing a working relationship with the system operator to understand the specific nuances of the pumping station. This allows us to not only select the most appropriate equipment to meet the project needs, but to also structure the project schedule to minimize disruption during construction. Our in-house architecture and buildings engineering personnel will ensure the design of the new pump station structure will meet the necessary requirements. Finally, our environmental staff

are fully versed in addressing SEQR requirements, as well as addressing any potentially regulated building materials that may be found during demolition of the existing structure.

LaBella maintains excellent relationships with a number of subconsultant firms, including NYS-certified Minority-Owned and Women-Owned Business Enterprises in Erie County. Although no participation goals have been set for this proposal, we are including KHEOPS Architecture, Engineering & Survey, DPC (MBE) and NW Contracting (WBE) on our team to expedite service to support the proposed project timeframe.

ITEM	DESCRIPTION	MATERIAL & SIZE
20	BATTERY	12 VDC
21	SOLENOID VALVE	12 VDC
22	FUEL PRESSURE REGULATOR	ALUMINUM 10" WC



4 PUMP STATION PLAN VIEW
P105 NOT TO SCALE

Example of a pump station design

PROJECT APPROACH

Scope of Services

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

Task 1 – Basis of Design

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

We will review existing documentation regarding the current pump station, including drawings, design manuals, pump curves, and historical system operation data, to ascertain current conditions and inadequacies. We will follow up with a site visit to field verify record information.

Our team is experienced in hydraulic modeling of water systems, and will verify conceptual sizing of the pumps and piping. In particular, we will evaluate the most efficient combination of pumping equipment to address system demands. If our analysis suggests that a different arrangement of pumps and/or piping is better suited to current and future conditions across all levels of service, we will review this with ECWA and propose alternatives.

The proposed pumping arrangement will be documented in the Basis of Design (BOD) Report, along with a conceptual process and instrumentation drawing (P&ID) and control narrative. The BOD Report will also include information about other proposed equipment and building systems and an outline of the building and site utility layout. Since minimizing

operational downtime is a key consideration, possible construction phasing and scheduling will be discussed. Finally, a preliminary cost estimate will be provided to confirm the budget established in the capital improvements plan (CIP). We will meet with ECWA to review the BOD Report and confirm the final design selections.

As the project will involve demolition of the existing structure, and since it is suspected that the piping insulation may include asbestos, a regulated building materials (RBM) survey will be performed by our in-house environmental analysts. Per the RFP, the cost of sampling and analysis will be included in Task 7 – Special Services.

Task 2 – Design Documents

Under the direction of a NYS-licensed Land Surveyor, we will provide a design level topographic survey and base mapping using the NAD83 and NAVD88 datums and the NYS Plane Coordinate System – West Zone. We will also provide a boundary survey of the pump station property to confirm property lines and property corners. We will incorporate the survey data base mapping to develop design drawings for the pump station structure and the associated yard piping and appurtenances.

Detailed design under the supervision of licensed Professional Engineers will proceed in three phases (60%, 90%, and 100%). Drawings, specifications, and calculations will be submitted as applicable at the end of each phase

and reviewed with ECWA. It is anticipated that process equipment and piping layouts will be presented at the 60% stage, along with initial building renderings. In the 90% phase, building structural elements will be advanced, along with mechanical and electrical design. The proposed pump control logic will also be developed at this stage. The 100% submission will include all elements necessary to submit documents for approval by the Erie County Health Department, including drawings and specifications.

Drawings will be prepared using AutoDesk software, including Revit and Civil 3D. Documents will be presented in file formats that will be reviewable by ECWA.

LaBella will assist ECWA in satisfying the SEQR requirements for the project. It is anticipated that the project will be classified as a Type II action based on the scope of replacing existing infrastructure and limited environmental disturbance. However, the level of documentation required may be dictated by funding agency requirements, if any. Our environmental review specialists are familiar with the procedures and will be able to complete the necessary research. Similarly, our civil engineers are well-versed in the relevant stormwater regulations and can prepare any required SWPPP documents.

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

PROJECT APPROACH

Task 3 – General Services

LaBella has vast experience with the administration of projects through the bidding, construction and commissioning phases, including a range of water distribution system infrastructure improvements.

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

We will be involved throughout construction, including reviewing shop drawing submittals, reviewing the contractor's progress and quality of work, preparing work change directives and change orders as necessary, and performing construction closeout activities.

Task 4 – Resident Inspection

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

For the purposes of this proposal, we have estimated the proposed construction observation effort based on a 6-month active onsite construction period. Since the intention is to completely replace the existing pump station, and assuming there is sufficient space on the site, we anticipate that the majority of construction can be performed without disrupting current operations. Approximate hours are presented in the Fee proposal.



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

Task 5 – Record Drawings

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

Task 6 – Authority Program/ Procedure Updates

As part of the commissioning process, we will assist ECWA with revising the standard operating procedures manual for the Castle Hill Pump Station.

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

Task 7 – Special Services

As directed in the RFP, we have included a \$20,000 contingent item in our proposal for Special Services for each contract. At this time, it is anticipated that RBM sample analysis and subsurface exploration will be required for this project.



PROJECT STAFFING

TEAM ORGANIZATION

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

ERIE COUNTY WATER AUTHORITY

Timothy M. Webber, PE
Principal-In-Charge

Clement Chung, PE
Project Manager

Brian Houston, PE
QA/QC

BUILDINGS ENGINEERING

Michael Rogalski, PE,
LEED AP
Jeffrey Nagle, PE
Kevin Darby, PE

CIVIL ENGINEERING

Matthew Higgins
Donald Hoefler, PE
Heather Miller, PE. LEED
AP

CONSTRUCTION ADMINISTRATION / INSPECTION

Bradley Upson
Ali Said

REGULATED BUILDING MATERIALS SURVEY

Jarrold Miner

ARCHITECTURE

Kathleen Kogut

MBE PARTNER

KHEOPS Architecture,
Engineering & Survey,
DPC
Survey & Mapping

SEQR

Lucia Woo

WBE PARTNER

NW Contracting
Geotechnical Investigation



CLEMENT CHUNG

Project Manager

Clement has 20 years experience as a civil engineer in the water and wastewater sector, and is a Project Manager at LaBella Associates. His background includes design and evaluation of water and wastewater treatment plants, water distribution and wastewater collection systems, groundwater supply, pumping stations and water storage facilities. He has a strong background in technical report writing, grantwriting and financial assistance, project administration, preparing construction documents, construction procurement, administration and observation.

PE

New York, Maryland,
Pennsylvania

EDUCATION

Imperial College London:
M.Eng and ACGI in Civil and
Environmental Engineering

ORGANIZATIONS

Past President: American Society
of Civil Engineers Rochester
Section

American Water Works
Association Member

New York Water Environment
Association Member

Rochester Engineering Society:
2012 Kate Gleason Award for
Young Engineer of the Year

Rochester Business Journal
Forty Under 40: 2016

Roamingwood S&WA: Water and Sewer Replacements - Stage 3, Wayne County, PA

Project Manager responsible for engineering design and construction administration for approximately 60,000 LF of water main improvements, as part of a comprehensive water and sewer system upgrade. Reviewed design of previous stages, and constructed WaterCAD hydraulic model to re-evaluate design, leading to more economical pipe sizing and reduced construction cost. Oversaw production of contract drawings and specifications, and construction RFIs associated with water mains.

State University Construction Fund: SUNY Canton Water Mains, Canton, NY

Project Manager responsible for engineering evaluation of campus water system, consisting of 14,500 LF of water main, serving 18 buildings. Constructed WaterCAD hydraulic model to evaluate system pressure issues and provide recommendations for onsite pump station design, backflow preventer and fire pump sizing. Oversaw hydrant flow testing to verify model,

production of mapping, and reported recommendations to client.

City of Hornell: WTP Upgrades— Hornell, NY

Project Manager responsible for engineering evaluation, design and construction administration of improvements to existing 3 MGD WTP and finished water storage facilities, including replacement of a 2.5 MG tank, addition of a 0.8 MG tank, replacement of antiquated clarifier equipment and chemical feed system, replacement of defective influent control valve and addition of valves to optimize operational flexibility, overhaul of automation system, and miscellaneous structural improvements. Coordinated budget and environmental review (including scope modification to prioritize funding of critical items), evaluated tank options/siting and system operability during and post construction. Managed production of bidding and construction documents.



TIMOTHY WEBBER

Principal-in-Charge

Tim has over 20 years of technical and managerial experience in the field of civil engineering. His roles include Project Manager, Business Development Manager and Project Engineer. With a diverse design background in athletic design, K-12, and Higher Education campus design, as well as industrial, educational, and municipal market sectors, Tim has worked on a variety of different projects over the years. He specializes in site development, utilities, sanitary sewer design and stormwater management. Based in Rochester, but a native to the Corning area, Tim works with clients across Western New York and throughout the Southern Tier.

PE

**Professional Engineer
New York & Pennsylvania**

EDUCATION

**Rochester Institute of
Technology: B.S. Civil
Engineering Technology**

**Corning Community College:
A.A.S. Engineering Computer
Aided Design & Manufacturing**

ORGANIZATION

**President Elect of the Monroe
Professional Engineers Society**

**Member of the American Society
of Civil Engineers**

**Member of the American Sports
Builders Association**

Gateway II Business Park: Genesee County Economic Development Corporation - Batavia, NY*

Tim was the project manager associated with the initial road access and utility infrastructure design associated with the Gateway II Business Park in the Town of Batavia. He developed multiple concepts for current and potential development interests. After working with the client to select the conceptual plan, design plans and specifications were prepared for the road, site grading, drainage, water distribution and sanitary sewer collection.

Rochester Institute of Technology: 2018 Pedestrian Safety Improvements - Rochester, NY

Civil Project Engineer that evaluated, designed, and provided construction phase services for pedestrian safety improvements to parts of the Henrietta, NY campus. Addressing pedestrian safety, traffic flow, and ADA accessibility was the main focus of this project. With new curbing added, a drainage issue

on the existing roadways had to be addressed. Shallow structures and catch basins were added to the roadways, which directed the water out into the existing drainage ditches on the sides of the road.

RMSC: Gateway Building— Rochester, NY

Senior Civil Engineer for the design of a Gateway Building to cohesively connect the Rochester Museum & Science Center with the Strasenburgh Planetarium. This approximate 4,000 s. f., single-story addition will create new single point accessible entrances from both the south as well as the north elevations. The design team also plans to provide a new porch along the Museum's north side; transform the vehicular circulation loop at the Planetarium to a pedestrian plaza; redesigned courtyard and pedestrian area, including water fountains and sculptures or artwork; utility relocation or extensions as required to service the new building; and administration of the site plan approval process with the City of Rochester.



BRIAN HOUSTON

QA/QC

Brian excels in serving clients through technical leadership and project and program management on water and wastewater projects including studies and design of treatment, pumping, storage, collection, transmission and distribution infrastructure. He also consults with clients regarding utility business concerns. Brian has more than 23 years of experience across a wide spectrum of project sizes, as well as conventional and alternative delivery methods.

PE, MBA, LEED AP

Professional Licensure
NC, NY, VA, MD, DE, FL, WA, SC

LEED Accredited Professional

EDUCATION

Virginia Tech: Bachelor of
Science, Civil Engineering

University of Richmond: Master
of Business Administration

ORGANIZATION

American Water Works
Association Member

Water Environment Federation
Member

City of Hornell: WTP Upgrades – Hornell, NY

Senior Civil Engineer responsible for quality assurance / quality control review of basis of design report and contract documents, and assisting with technical process design. Project includes construction of two potable water storage tanks, rehabilitation of a solids contact clarifier, implementation of a process control system, and various additional improvements.

Roxboro Water System Plan & Modeling — Roxboro, NC

Roxboro's Comprehensive Water System Plan had not been updated in over ten years, and the economic downturn had resulted in the then-projected system demands and improvement requirements becoming severely outdated. Brian managed the development of a new water distribution system model populated with demand information from a combination of City billing and water production records and land use data. Brian developed zone-specific population forecasts and identified possible future infrastructure needs, which were subsequently modeled to test their adequacy.

West Main Water Booster Pump Station — Luray, VA

Design and construction administration of a duplex 1,200 GPM water booster station

to improve the reliability of delivering water to a growing neighboring pressure zone. The station includes variable frequency driven pumps in order to meet demands as low as 250 GPM, as well as to allow it to pump into an undersized distribution system which is slated for significant upgrades.

Quarles Road Water Booster Station Improvements — Ashland, VA

Design for the rehabilitation of a previously abandoned 1.30 MGD water booster station, including building rehabilitation, station repiping for maximum flexibility, three distinct modes of operation with fully automated controls for each, a SCADA interface, and variable frequency drives.

Water Storage Tank and Booster Pump Station — Arcadia, FL

Design of a 250,000 gallon ground-level water storage tank and a duplex water booster station to replace an elevated water storage tank. The pumps were sized to meet the net unmet needed fire flow, taking into consideration other sources of supply around the City. The pumps operate on a variable speed basis, thereby minimizing energy use and maintaining a near constant distribution system pressure, which can be adjusted to meet any target the City desires.



MATTHEW HIGGINS

Water/Wastewater Engineer

Matthew has 8 years of experience in technical design and process optimization, providing professional services to clientele including municipalities, colleges/universities and research institutions. Typical services provided include water and wastewater treatment facility analysis and design, and unit process optimization.

EDUCATION

Cornell University: ME Environmental and Water Resource Systems Engineering

McGill University: BA Economics and the Earth's Environment

ORGANIZATIONS

New York Water Environment Association (NYWEA)

American Water Works Association (AWWA)

Water Environment Federation (WEF)

New York Section American Water Works Association (NYSAWWA)

City of Hornell: Water Pollution Control Plant Improvements Phase 1A- Hornell, NY

Project Engineer for project to implement effluent ultraviolet disinfection at 4.0 MGD conventional activated sludge wastewater treatment facility. Responsibilities include writing basis of design report, equipment selection, hydraulic design to ensure proper process integration, writing technical specifications, and construction phase services.

City of Hornell: Water Treatment Plant Upgrades - Hornell, NY

Project Engineer for improvement project that includes the upgrade of existing clarifier, storage tank replacement and automation system installation at 3.0 MGD facility. Responsibilities include facility evaluation, authoring basis of design report, estimation of costs, development of valve operations plan to ensure shutdowns will be possible during construction, clarifier rehabilitation design, evaluation of distribution system pumping capacity and storage tank design and siting.

City of Hornell: Water Pollution Control Plant Improvements - Hornell, NY

Project Engineer for replacement of influent screen and effluent

filter backwash skimmer assembly at 4.0 MGD wastewater treatment facility. Responsibilities include adaptation of proposed influent screen design, review of contractor's submittals and other construction phase services.

City of Hornell: Water Pollution Control Plant Influent BOD Analysis - Hornell, NY

Project Engineer assisting 4.0 MGD facility to identify the cause of diminished influent biochemical oxygen demand (BOD) loadings. Responsibilities include selecting sites for sampling, review of historical flow and loading data, and determination of cause based upon analysis of BOD measured within collection system samples.

City of Hornell: Water Pollution Control Plant Evaluation - Hornell, NY

Project Engineer responsible for engineering evaluation of 4.0 MGD wastewater treatment facility and completion of preliminary engineering report. Assessed capacity of unit processes and pumping systems given existing and design flow and loading data, completed alternatives analysis, recommended improvements, estimated life-cycle costs, and developed asset investment schedule.





DONALD HOEFLER

Senior Civil Engineer

Don has 29 years of experience in municipal engineering design, principally on infrastructure projects. He has served as a project engineer and manager on many watermain designs and pump station facilities.

PE

Professional Engineer, New York

EDUCATION

Clarkson University: BS Civil Engineering

ORGANIZATIONS

Newstead Planning Board

Town of Tonawanda: Watermain Replacement - Lumney Avenue, Cleveland Drive and Orchard Drive—Tonawanda, NY*

Project Manager responsible for the design and bid documents for the replacement of approximately 6000 linear feet of 12" and 8" watermain. The project, though a residential neighborhood required extensive coordination with Town staff and neighbors to minimize the impact their daily activities.

Emergency Watermain Replacement—Buffalo, NY*

Senior Project Engineer for an emergency repair of a 36 inch prestressed concrete watermain on Michigan Avenue for the City of Buffalo Water Department. The water main break destroyed a 30-foot by 100-foot portion of a city street and all adjacent sewer, drainage and water utilities. Design plans were expedited for the timely repair of the watermain and re-opening of a city street.

Heim Road Waterline Replacement—Amherst, NY*

Project Engineer responsible for watermain and interconnection design, alignment and profiles. The project included replacement of approximately 3,000 LF of watermain.

Tuscarora Road Watermain and Sanitary Sewer Improvements—Niagara, NY*

Project Engineer responsible for design, alignment and profiles for the construction of a new water main and sanitary sewer. The project included approximately 4,000 LF of watermain and sanitary sewer.

City of Buffalo: Division of Water

Project Manager for the cleaning and lining of 25,000 linear feet of cast iron water main within the city's fruit belt neighborhood. Project involved the review of existing utility information from records. The project involved the creation of plans, specifications and details and the Department of Health approval.

English Road Storm Sewer and Sanitary Sewer Improvements—Greece, NY*

Project Engineer for the design of a storm sewer and sanitary sewer improvements associated with the reconstruction of English Road. The 0.8 mile long project included full reconstruction of the closed drainage system and sanitary sewer.



*Completed under previous employment.



HEATHER MILLER

Civil Engineer

Heather Miller has practiced civil engineering since 2000 with an emphasis in serving local governments. Her experience includes planning, design, permitting, and construction administration and observation of water and wastewater systems and sidewalks. Her experience also includes site design and permitting involving grading, roads, drainage and erosion control.

PE, LEED AP
Professional Engineer
North Carolina

LEED Accredited Professional

EDUCATION
University of Michigan: Bachelor
of Science, Civil Engineering

ORGANIZATION
American Water Works
Association

City of Thomasville: East Davidson Pump Station Rehabilitation- Thomasville, NC

Project Manager for the design and installation of new in-line grinding equipment, two 60HP, 1,500 gpm pumps with variable frequency drives, instrumentation and control systems, an ultrasonic level sensor, updated electrical and HVAC systems, and a dedicated onsite generator backup system.

Salisbury-Rowan Utilities: 2007 Annexation- Salisbury, NC

Project Engineer for the planning, design and permitting for 38,000 LF of water and sewer line installation. Project Budget: \$10 million.

UNC Pembroke: Water System Improvements- Pembroke, NC

Project Engineer for the planning and design of campus water system improvements, including evaluation of existing system and recommendations to improve available fire flow capacity. Project also includes a new pump station and elevated storage tank.

Two Rivers Utilities: Gastonia Water Treatment Plant Upgrade- Phase 1- Gastonia, NC

Project Engineer for an upgrade to an existing water treatment plant which has evolved over time as two separate facilities. The majority of the work under phase 1 will entail upgrading the facilities in the north plant, and stabilizing structures in the south portion of the facility. Assisted City staff in the completion of the DWSRF funding application, helping them to obtain the correct information to include in the application and ensuring deadlines were met.

City of Thomasville: North Hamby Creek Outfall- Thomasville, NC

Project Manager/Project Engineer for the design, permitting and future construction administration of 10,000 feet of gravity sewer ranging from 24-inch to 42-inch. This project includes a 300 linear feet aerial crossing with NCDOT crossings. This critical line serves as the main influent to the wastewater treatment plant.



BRADLEY UPSON

Construction Manager

Brad has extensive experience in design, construction, and management of constructed works, and is a certified wastewater treatment plant operator in New York and Pennsylvania. He has held highly responsible positions as Commissioner of Public Works, Superintendent of Highways, City Engineer, and Assistant Village Engineer for several NYS municipalities and is familiar with all aspects of utility operation and construction. He is skilled in dealing with clients, the public, elected officials, and regulatory agencies. He has a diversified background in civil, construction, and environmental engineering and is knowledgeable in all aspects of construction contract development, administration and implementation.

EDUCATION

Rochester Institute of Technology: B.T. in Civil Engineering

Mohawk Valley Community College: A.A.S. in Civil Engineering

CERTIFICATIONS

NICET: Senior Engineering Technician & Certified Engineering Technologist

PA Wastewater Treatment Operator Certification - Class A,E 1,3,4

NY Wastewater Treatment Operator Certification - Grade 3A

City of Hornell: Water System Improvements—Hornell, NY

Construction Inspector for construction of a booster pump station and water distribution system improvements in the City of Hornell, costing \$1.8 million. LaBella was retained to evaluate water system conditions in the City's southwest and northeast quadrants. To address the problem of insufficient pressures, insufficient hydrant flows, and poor water quality, it was proposed to create four separate upland pressure zones, with each area being served by a new storage tank and a new aboveground pump station. However, when the cost of a storage tank could not be justified, a booster pump station was installed to meet both domestic and fire flow requirements. LaBella was successful in assisting the City in securing financing for the project through the Drinking Water State Revolving Fund.

Town of Victor: Water Distribution System Improvements at Plastermill Road & Oakwood Drive—Victor, NY

Construction Inspector for the implementation of water distribution system improvements. Project included hydraulic analysis of potable water access, utility and site mapping, Department of Health and Department of Environmental Conservation approval and contract document preparation including water main layout, design, plans and specifications.

Town of Pavilion: Water Main Upgrades—Pavilion, NY

Resident Engineer for the construction of 1.5 miles of various size water main and appurtenances costing \$1.8 million dollars for the Town of Pavilion.



ALI SAID

Civil Engineer / Construction Inspector

Dynamic, and accomplished in Construction Site/ Field Engineering and construction inspection highly regarded for 12+ years of progressive experience in facilitating construction across project, site, and field engineering. Respected as a motivational, influential leader and collaborator who ensures on-time, high-quality results while remaining within budget. Builds and maintains lasting relationships, driving clear communication and organizational coordination through a people-focused approach. Out-of-the-box thinker who excels in solving complex problems to deliver superlative outcomes.

EDUCATION

University at Buffalo, State University of New York: BS Civil Engineering

Siblin College: Associate of Applied Science in Architecture

City of Buffalo: Fruit Belt Waterline Cleaning and Lining Project - Buffalo, NY

Ali is the Senior Inspector for this project which involves a total budget of \$4M. He inspects constructions and produces clear, concise reports to organize needs and workflow. He focuses on continuously optimizing the use of project resources, including in-house, external contractors, & subcontractors, leading to \$100K+ in annual cost savings despite operational challenges. Ali is responsible for ensuring flawless execution on daily project plan covering measurements, drawings, GPS locating, pipes installing, etc. and authored and regularly updated a handbook to convey best practices, common issues, and lessons learned. He maintains clear communication in discussing project progress details with clients & contractors, emphasizing actionable reporting/updates and upholding the highest professional standards and works with senior leadership to effectively manage contractor's invoices (\$1M/month) by inspecting & monitoring the progress at construction sites, creating new standard operating

procedures to improve issues resolution.

Ali always guarantees strict adherence to regulations and saved \$300K+ via process reengineering & water line products review, workforce manning requirements review.

Buffalo Engineering P.C. - Buffalo NY*

Auto CAD Designer

- Deliver the best possible assistance to projects for high-profile clients, including plumbing drawings & design.
- Provided technical support, assisted tender stage and preliminary solution proposals, created project drawings, and more, offering exceptional customer service and quickly addressing issues in a high-stress workplace.
- Secured praise for strong Auto CAD skills, reliably completing difficult assignments.
- Develop 2D detailed drawings of various floor plans and documentation.



*Projects completed under previous employment.



MICHAEL D. ROGALSKI

MEP Regional Leader

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

PE, LEED AP

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

EDUCATION

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

Erie Community College:
A.A.S., Electrical Engineering
Technology

ORGANIZATIONS

National Council of Examiners
for Engineering & Surveying

US Green Building Council-
LEED Accredited Professional

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

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

Erie County DPW: New Era Field, Old Administration Building, Elevator Upgrades—Orchard Park, NY

Project Manager for the elevator upgrades to the Administration Building at New Era Stadium. Scope of work included upgrading the existing elevators controls, elevator cab, and a new dedicated AC unit in the machine room.

Erie County DPW: New Era Field, MEP Upgrades—Orchard Park, NY

Project Manager for miscellaneous mechanical and electrical improvements such as heat trace main water line loop,

transformer replacement, BMS system upgrades, new 2,000 sf storage annex, replacement of 3 heat pumps, storage room addition in stadium. Approximate cost: \$400K.

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

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

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

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



*Completed under previous employment.



JEFFREY NAGLE

Senior Mechanical Engineer

Jeff is a Senior Mechanical Engineer with over 37 years of experience in building plumbing and HVAC systems. His experience is well rounded and diverse in not only design of various systems but also installations. Jeff has skills in mechanical systems and building types for K-12, higher education, healthcare, commercial and residential industries.

PE
Professional Engineer
New York

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

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

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

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

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

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

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

Project Manager for the

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

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

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

**Chautauqua County: Sherman
Fuel Station—Sherman, NY**

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



KEVIN P. DARBY

Senior Structural Engineer

Kevin is a Senior Structural Engineer with over 13 years of experience performing structural design and detailing for a wide range of diverse projects. In addition to building engineering, he also has extensive experience in the design of concrete and steel hydraulic structures, high-voltage transmission line structures and several types of deep foundations.

PE

Professional Engineer: NY

EDUCATION

SUNY University at Buffalo: B.S.,
Civil Engineering

Genesee Community College:
A.A.S., Drafting

ORGANIZATIONS

American Institute of Steel
Construction

American Society of Civil
Engineers

City of Hornell: Water Treatment Plant Upgrades—Hornell, NY

Sr. Structural Engineer for the condition assessment, repairs, and reconstructions of steel water storage tank, concrete clarifier tank and building, and concrete loading dock and stairs. Field assessment visits were performed, analysis of remaining useful life of all elements, and preparation and design of repair and reconstruction of all structural steel, reinforced concrete, and steel stair elements.

Erie County DPW: Ellicott Creek Park Shelters 6, 7 & 9— Tonawanda, NY

Lead Engineer for the assessment, repair & reconstruction of several 1,000+/- sf, 1940's era park shelters. In addition to extensive repair of stone masonry elements, repairs included roof replacement, new scissor trusses, heavy timber framing, piers, foundations and slabs-on-grade.

Seneca Nation of Indians: Allegany Fire Station— Salamanca, NY

Lead Structural Engineer for the design of a 16,000 sf, steel moment-framed facility including a two-story fire hall, banquet facility, and six truck

bays with radiant floor slab heating. Structural features include composite floor slabs and framing, masonry stairwells & elevator shaft walls, and spread footing foundations.

Town of Irondequoit: DPW Loft Load Rating—Irondequoit, NY

Lead Structural Engineer for field investigation and load rating analysis for several storage lofts, which were constructed of sawn lumber.

Town of Niagara Falls: WNY First Response & Preparedness Center—Niagara Falls, NY

Lead Structural Engineer for the structural condition assessment of seven buildings totaling approximately 146,510 sf on the former Niagara Falls U.S. Army Reserve Center located at 9400 Porter Road in Niagara Falls, NY.

Village of Clyde: WWTP, North Tank Coating—Clyde, NY

Lead Structural Engineer for the design of repairs to the steel walls of the facility's two treatment tanks. Additional duties included a visual investigation of the drained, north tank, coordinating with subcontractors for ultrasonic thickness testing of the tank walls, and assisting in the development of an engineer's cost-estimate for the repairs.



KATHLEEN KOGUT

Project Associate

Kathleen is a talented architect with experience in planning, project management, and execution of both public and private projects with over thirty years of experience in the architectural design and construction industry. Her skills include CAD, Building Information Modeling, and 3D Simulation. Kathleen is capable of providing complete services from project conception to completion including; programming, schematic design, design development, construction documents, bidding / award and construction management and has proven success in managing projects with an emphasis on maintaining established budgets, ensuring that projects are properly scoped, consisting of the highest quality, and completed on schedule.

EDUCATION

Erie Community College: AAS

MEMBERSHIP

American Institute of Architects,
Associate Member

Buffalo City School District—Pools Phase 1— Buffalo, NY

Project Architect/Manager responsible for Construction Administration of PBS #38, #91, #200 & #307. Scope included new drainage and gutter system, new automatic chemical feed system, new ADA handicapped pool lift, new HVAC and ventilation pookpak equipment, new lighting as well as minor locker room renovations. School 307 was especially challenging as we had to replace the interior pool wall with new pool tiles and repair structural cracks.

Buffalo City School District—Pools Phase 1— Buffalo, NY

Project Architect/Manager responsible for Construction Administration of PBS #38, #91, #200 & #307. Scope included new drainage and gutter system as well as minor locker room renovations.

North Tonawanda CSD: Capital Projects 2015—Buffalo, NY

Assistant Project Manager currently providing architectural design and construction administration services for the \$40 million

renovation project of the North Tonawanda Schools. Renovation work to the existing gymnasium to become a functional auditorium is part of this current project. Upgrading the lighting and seating are major components of this project.

Erie County Medical Center (ECMC) GI Suite Renovations*

Architectural Designer retained by ECMC to expand and renovate the existing GI (Gastrointestinal) suite of the 550 bed hospital. The focus of the project was to enlarge the patient holding area, waiting room and tight staff quarters. An odd-shaped annexed portion of an adjacent suite was put to good use. Each holding space was enlarged, three additional beds and a patient consult space was added. The nurses station, waiting area, reception area and restroom/changing space was nearly doubled. Project included programming, reconfiguration of GI spaces, and miscellaneous interior renovations.



*Project completed under previous employment.



S.H. LUCIA WOO

Environmental Planner

Lucia is an Environmental Planner focusing on valuable resource identification and impact analysis in support of environmental compliance and economic development. For projects ranging from water & energy infrastructure to downtown revitalization, she addresses concerns regarding: water resources, farmland, historic resources, remediation, noise, demographics, and market potential. Her specialty lies in GIS mapping & data analysis as well as public health studies. She also offers extensive stakeholder engagement experience with governmental entities and private businesses.

EDUCATION

**Yale University: MS,
Environmental Science**

**Yale University: BA,
Environmental Studies**

ORGANIZATIONS

American Planning Association

**American Society for
Photogrammetry and Remote
Sensing**

**NYS Geographic Information
System (GIS) Association**

**GIS Special Interest Group –
Genesee Finger Lakes**

RECOGNITIONS

**Journal of Risk Research Article
Publication**

**Pragmatic Marketing
Certification**

**Environmental Policy & Public
Health Research: Awards and
Invited Presentations**

Gas Main Extension to Recycled Energy Development, SEQR Review, Rochester Gas & Electric

Conducted SEQR review for the construction and installation of an approximately seven mile long natural gas distribution main along Erie Canal in Rochester, NY. Significant issues include lead agency coordination and potentially hazardous waste sites.

Wayne County Infrastructure Projects -Regional Wastewater Treatment Plant & Town Water Districts

Mapped private properties and environmental resources across the Towns of Macedon, Marion, and Arcadia plus Village of Palmyra to inform the design development and SEQRA/NEPA compliance of critical sewer & water utilities.

Wind Farms | Article 10 Siting Review – Towns of Barre, Greenwood, West Union, & Cameron

Guide the municipalities affected by two utility-scaled wind energy projects through the NYS Article 10 siting review process, including environmental impact identification and local community interest advocacy.

Street Tree Inventory - Urban Resources Initiative

Collected field data and published various maps on street trees of New Haven, CT utilizing ArcGIS Online and Collector tool on a crew of 9 members. The data informed new tree planting goals and maintenance efforts.

NEPA & SEQR Environmental Reviews of Water & School Districts—Various NYS Local Municipalities and Agencies

Currently creating, analyzing, and managing various GIS data (shapefiles) to determine potential impacts to the environment as part of National Environmental Policy Act and State Environmental Quality Review Act compliance on numerous construction projects.

Water Districts | SEQR/NEPA Reviews - Towns of Claredon, Wayland, Arcadia & Hopewell,

Conduct SEQR, Agriculture and Markets, and USDA Rural Development NEPA reviews in coordination with involved/interested agencies (including SHPO, Natural Heritage, NYSDEC, USFWS, US Army Corps, etc.). Created relevant GIS maps for State and Federal reviews of vital environmental and cultural resources.



JARROD MINER

Regulated Building Materials Program Manager

Jarrold is the RBM Program Manager and Term Contract Manager for LaBella's Regulated Building Materials group. He has extensive experience with providing detailed assessments for asbestos, PCBs, lead, and mold as well as providing remedial protocols and overseeing abatement projects. Jarrold is knowledgeable of applicable regulations and his experience has included writing and submitting variances to the state concerning abatement projects.

EDUCATION

SUNY, College at Brockport: BS, Business Administration

CERTIFICATIONS/ REGISTRATIONS

NYSDOL Project Monitor

NYSDOL Asbestos Building Inspector

NYSDOL Asbestos Project Designer

NYSDOL Mold Assessor

EPA Lead Risk Assessor

Rochester Schools Modernization Program (RSMP): East High School – Rochester, NY

Mr. Miner took over the role as Project Manager midway through the project's timeline. In his role, Jarrold has provided project oversight which included coordination of environmental staff to perform air and project monitoring associated with large scale asbestos abatement, as well as coordination with the RSMP board to facilitate Lead in Drinking Water sampling following substantial renovations. Jarrold worked closely with the sampling team to review lab data and provide direction to the client based on the findings. Additionally, Jarrold worked with the Owner's Representative to secure additional funding for the project due to an extension of the overall project duration and scope of work.

CB Emmanuel Realty, LLC: Environmental Site Assessments, St. Bernard's Apartment Complex – Rochester, NY

Mr. Miner acted as the Project Manager responsible for the completion of environmental site assessments pertaining to the rehabilitation of the St. Bernard's Apartment Complex. The project

involved full regulated building materials testing, including asbestos, lead-based paint, PCBs, and other hazardous materials that could be impacted during renovation activities. Working with the project design team, as well as the state funding agency, Jarrold coordinated, connected, and moved the project from inception to the final design package.

City of Rochester: Pre-Demolition RBM Inspection, 894-898 West Main Street – Rochester, NY

As Team Technical Manager, Mr. Miner provided oversight and assistance in preparation of a pre-demolition regulated materials inspection for the abandoned building located at 894-898 West Main Street in Rochester, New York. Jarrold assisted with the field work helping to identify any hazardous materials that would need to be removed from the building prior to demolition. Additionally, Mr. Miner reviewed the final report prior to submission to the city in order to verify compliance with all state and federal regulations.

Education:

- AAS/1974/Forestry-Surveying/ Paul Smith's College

Professional Registrations:

- 1996/New York/Professional Land Surveyor, License No. 050204
- 1996/Hazardous Waste Site Worker/OSHA 29CFR 1910.120
- 2001/Railroad Worker Protection Training Seminar

Years Experience:

- 48 Years

Introduction

Mr. Hager is a Registered Professional Land Surveyor with over 48 years of surveying experience. He is KHEOPS Chief Surveyor and Director of the survey group. He is responsible for assigning and overseeing the Project Team and the supervision and QA/QC process on all the deliverables. Mr. Hager has provided management oversight on various types and sizes of projects for public and private clients throughout the country. These projects included boundary surveys, ALTA/ACSM land title surveys, highway, bridge, tunnel, topographic, hydraulic, photogrammetric, subdivision, construction, Hydrographic and precise leveling. In addition, he has extensive experience in the preparation of right-of-way acquisition, easement and other related documents. Mr. Hager also has experience as an expert witness for boundary disputes and accident related surveys.

Project Experience

Franklin Street Waterline survey, Village of Springville, NY - Survey Director overseeing a design level topographic survey for a new waterline design along Franklin Street and Center Street. Recoverable control was also established for this project.

Route 417 Waterline Design, Town of Wellsville, Allegany County, NY -- Survey Director overseeing a design level topographic survey for a new waterline design along Route 417 in the Town of Wellsville, NY. Recoverable horizontal and vertical survey control was also established for this project.

Enbridge Company, Niagara River Pipeline Easement mapping, Towns of Tonawanda and Grand Island, NY -- Director of Survey overseeing to survey and mapping of an underwater pipeline crossing of the Niagara River. Project included research and mapping of the adjoining State, County and private properties. All mapping was completed to the New York State Department of State requirements.

Sloan new waterline design for the ECWA, Village of Sloan, NY—Chief Surveyor for the design level topographic survey provided for the design of new waterlines on various streets in the Village of Sloan. Project included the establishment of recoverable survey control in New York State Plane coordinates and mapping of all of the site planimetric features, utilities, storm and sanitary sewers along with water and gas services. KHEOPS also established the highway Right of Way as part of the project. The deliverable was an AutoCAD civil 3D base map with the digital terrain model (DTM) for site contouring.

Village of Fredonia, Emergency New Waterline Replacement Design, Fredonia, NY—Chief Surveyor for the design level topographic survey provided for the design of new waterlines on various streets in the Village of Fredonia slated for emergency replacement. Project included the establishment of recoverable survey control in New York State Plane coordinates and mapping of all of the site planimetric features, utilities, storm and sanitary sewers along with water and gas services. KHEOPS also established the highway Right of Way as part of the project. The deliverable was an AutoCAD civil 3D base map with the digital terrain model (DTM) for generating the site contouring.

Cayuga Creek Road Waterline Replacement Design for the ECWA, Cheektowaga, NY—Chief Surveyor for the design level topographic survey provided for the design of new waterlines on Cayuga Creek Road in the slated for replacement. Project included the establishment of recoverable survey control in New York State Plane coordinates and mapping of all of the site planimetric features, utilities, storm and sanitary sewers along with water and gas services. KHEOPS also established the highway Right of Way as part of the project. The deliverable was an AutoCAD civil 3D base map with the digital terrain model (DTM) for generating the site contouring.

Village of Depew, Depew, NY Sewer System Survey—Director of Survey overseeing the location, elevation and invert pipe survey and mapping for over 15 miles of sewer lines throughout the Village of Depew. Survey Date was utilized to calculate flow rates and pipe capacities on various sewer lines.

Education:

- 2000/A.A.S., AutoCAD/ITT Institute of Technology/Getzville, NY

Professional Registrations:

- Hazardous Waste Site Worker/OSHA 29CFR 1910.120
- Railroad Worker Protection Training Seminar
- JLB Boom Lift Certified/ R.B. Uren

Years' Experience:

- 19 Years

Introduction

Mr. Pietrowski is an experienced Party Chief and survey technician in all facets of surveying projects. His assignments have included boundary surveys, monumentation, blazing and painting, property and deed research, performing field edits, complete topographic survey, bridge surveys, bridge elevations, scour surveys, acquisition of horizontal and vertical control utilized in the preparation of photogrammetric mapping, hydrographic, topographic, cadastral, flood insurance, route locations, geodetic, utility, construction stakeout, highway location surveys, cross country transmission lines, settlement surveys, right-of-way acquisition maps, preliminary and advanced right-of-way plans, and property surveys. He also has experience in ALTA/NSPS land title surveys. He is familiar with electronic total stations, data collectors and Global Positioning System instrumentation.

Mr. Pietrowski has performed computations for large control projects, boundary surveys, and GPS Datum conversions. His background includes global positioning system (GPS) surveying, robotic instruments, hydrographic surveying, control surveying, construction surveying, utility surveying, deed and records research, and survey computer programming, AutoCAD drafting and computations.

Project Experience

Springville Transmission Line Survey, Village of Springville, NY – Party Chief and technician providing the field data collection and mapping for a 5 mile 200 foot wide corridor topographic survey for the design of a new overhead electric transmission line for the Village of Springville.

Franklin Street Waterline Survey, Village of Springville, NY - Party Chief and technician providing the field data collection and mapping a design level topographic survey for a new waterline design along Franklin Street and Center Street. Recoverable control was also established for this project.

Village of Sloan New Waterline Design for the ECWA, Sloan, NY—Party Chief and Survey Technician for the design level topographic survey provided for the design of new waterlines on various streets in the Village of Sloan. Project included the establishment of recoverable survey control in New York State Plane coordinates and mapping of all of the site planimetric features, utilities, storm and sanitary sewers along with water and gas services. KHEOPS also established the highway Right of Way as part of the project. The deliverable was an AutoCAD civil 3D base map with the digital terrain model (DTM) for generating the site contouring.

Village of Fredonia, Emergency New Waterline Replacement Design- Party Chief for the design level topographic survey provided for the design of new waterlines on various streets in the Village of Fredonia slated for emergency replacement. Project included the establishment of recoverable survey control in New York State Plane coordinates and mapping of all of the site planimetric features, utilities, storm and sanitary sewers along with water and gas services. KHEOPS also established the highway Right of Way as part of the project. The deliverable was an AutoCAD civil 3D base map with the digital terrain model (DTM) for generating the site contouring.

Cayuga Creek Road Waterline Replacement Design for the ECWA, Cheektowaga, NY - Party Chief for the design level topographic survey provided for the design of new waterlines on Cayuga Creek Road in the slated for replacement. Project included the establishment of recoverable survey control in New York State Plane coordinates and mapping of all of the site planimetric features, utilities, storm and sanitary sewers along with water and gas services. KHEOPS also established the highway Right of Way as part of the project. The deliverable was an AutoCAD civil 3D base map with the digital terrain model (DTM) for generating the site contouring.



ERIE COUNTY WATER AUTHORITY EXPERIENCE

EXPERIENCE WITH ECWA

Current Experience:

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

Previous Experience:

Our project team members, Don Hoefler and Tim Petranчук, have worked closely with many local municipalities on waterline installation and replacement projects. Prior to 2017 and under previous employment, they completed the following projects for the Erie County Water Authority:

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

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

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

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

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

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

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

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



FORMS

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

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

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

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

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

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

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

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

FORM A

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

Instructions:

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

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

By:  Date: 4/27/2020

Name: Timothy M. Webber

Title: Vice President

Contractor Name: LaBella Associates

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

FORM B

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

Instructions:

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

Offerer Certification:

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

By:  Date: 4/27/2020

Name: Timothy M. Webber

Title: Vice President

Contractor Name: LaBella Associates

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

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

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

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

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

Instructions:

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

FORM C (Continued)

Offerer's Disclosure of Prior Non-Responsibility Determinations

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

LaBella Associates

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

Name and Title of Person Submitting this Form: _____

Timothy M. Webber, Vice President

Contract Procurement Number: ECWA Project No. 202000046

Date: 5/1/2020

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

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

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

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

By:  Date: 4/27/2020
Signature

Name: Timothy M. Webber

Title: Vice President

CONTRACT TERMINATION PROVISION

Instructions:

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

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

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

Sample Contract Termination Provision

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

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

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


SEXUAL HARASSMENT BIDDING CERTIFICATION

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

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

LaBella Associates

(Name of Individual, Partnership or Corporation)

By  Timothy M. Webber, Vice President

(Person authorized to sign)

(SEAL)



INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2020

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

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

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

INSURED LaBella Associates, PC & LaBella Associates, DPC 300 State Street, Suite 201 Rochester, NY 14614	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES

CERTIFICATE NUMBER:

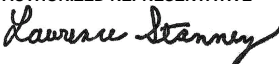
REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 If Additional Insured or Waiver of Subrogation status is noted for any policies, coverage applies only if required in a written contract or agreement.

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

CERTIFICATE HOLDER Erie County Water Authority 295 Main Street - Room 350 Buffalo, NY 14203	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

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

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

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

A. MISCELLANEOUS ADDITIONAL INSUREDS

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

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

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

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

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

(1) Persons or Organizations For Whom Operations Are Performed

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

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

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

This insurance does not apply to:

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

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

- (1.2) Supervisory, inspection, architectural or engineering activities.

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

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

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

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

(2) Managers Or Lessors Of Premises

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

you and subject to the following additional exclusions:

This insurance does not apply to:

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

(3) Mortgagee, Assignee Or Receiver

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

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

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

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

This insurance does not apply to:

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

(5) Lessor Of Leased Equipment

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

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

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

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

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

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

(a) This insurance applies only with respect to:

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

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

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

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

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

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

(7) Controlling Interest

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

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

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

(8) Co-Owner Of Insured Premises

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

(9) Vendors

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

The insurance afforded the vendor does not apply to:

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

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

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

1. The period of time required by the written contract or written agreement governing "your work", or 10 years from the date of the completion of "your work" described above, whichever is less; or
 2. Two years from the date of the completion of "your work" described above, if the written contract or written agreement does not specify the period of time.
- B.** With respect to coverage provided under this endorsement, the following is added to the end of **Section III - Limits Of Insurance**:

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

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

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

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

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

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

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

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

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

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

(2) Notify us as soon as practicable.

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

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

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

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

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

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

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

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

Approved by: _____
(Signature) (Date)

Title: _____

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

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

Workers' Compensation Law

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER: Poole Professional B&B of Mass, 107 Audubon rd, #2, suite 305, Wakefield, MA 01880. CONTACT NAME: smiller@poole-ny.com. INSURER(S): New Hampshire Insurance Co. NAIC #: 23841.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Prof. Liability.

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

Includes 30-day notice of cancellation. ECWA Project No. 20200002

CERTIFICATE HOLDER: Erie County Water Authority, Buffalo, NY. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



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

1a. Legal Name & Address of Insured (use street address only)
LaBella Associates, P.C.
300 State Street Suite #201
Rochester, NY 14614
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)
1b. Business Telephone Number of Insured
(585) 402-7085
1c. Federal Employer Identification Number of Insured or Social Security Number
16-1115731

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Erie County Water Authority
295 Main Street - Room 350
Buffalo, NY 14203
3a. Name of Insurance Carrier
CIGNA LIFE INSURANCE COMPANY OF NEW YORK
3b. Policy Number of Entity Listed in Box "1a"
NYD075696
3c. Policy effective period
1/1/2020 to 1/1/2021

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

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

Marceline E. Reilly

Date Signed January 14, 2020 By (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

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

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

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

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.
Date Signed By (Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number Name and Title

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



Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

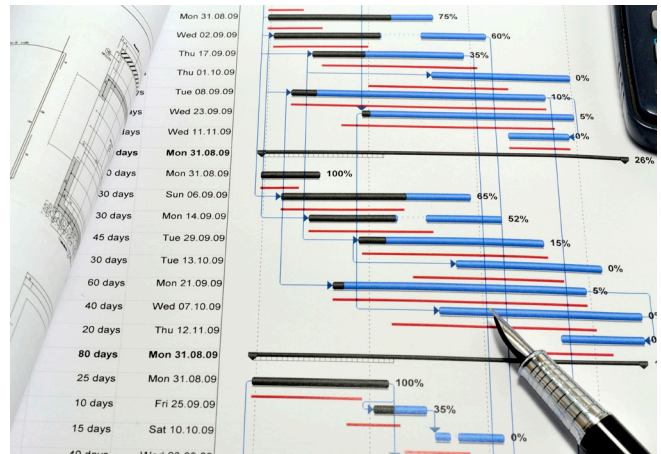


PROJECT SCHEDULE

SCHEDULE

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

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





FEE PROPOSAL

FEE PROPOSAL

LaBella proposes to perform the Scope of Services for Project B for the following fee. We are not submitting a proposal for Project A.

PROJECT 202000046 - RFP CASTLE HILL PUMP STATION REPLACEMENT	
TASK	AMOUNT
1. Basis of Design Report	\$37,500.00
2. Design Documents	\$77,000.00
3. General Services	\$40,500.00
4. Resident Inspection	\$87,200.00
5. Record Drawings	\$3,000.00
6. Authority Program / Procedure Updates	\$4,800.00
7. Special Services	\$20,000.00
TOTAL	\$270,000.00

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

PERSONNEL	DIRECT RATE	OVERHEAD RATE	PROFIT PERCENTAGE	TOTAL
Project Manager	\$50.36	133.19	15%	\$125.00
Senior Project Engineer	\$42.31	133.19	15%	\$105.00
Project Engineer/Architect	\$38.28	133.19	15%	\$95.00
Engineer	\$30.22	133.19	15%	\$75.00
Administrative Assistant	\$22.16	133.19	15%	\$55.00
Resident Engineer	\$45.30	72.65	15%	\$85.00
Environmental Review Specialist	\$28.20	133.19	15%	\$70.00
Regulated Building Materials Analyst	\$24.18	133.19	15%	\$60.00
Subconsultants	N/A	N/A	0%	N/A

FEE PROPOSAL

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

	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TASK 7	TOTAL
Project Manager	40	40	37	0	4	1	0	122
Senior Project Engineer	52	55	30	0	9	18	0	164
Project Engineer/Architect	140	312	235	0	0	16	0	703
Engineer	160	300	112	0	19	12	0	603
Administrative Assistant	6	4	2	0	0	8	0	20
Resident Engineer	4	0	0	960	0	0	0	964
Environmental Review Specialist	0	12	0	0	0	0	0	12
Regulated Building Materials Analyst	16	0	0	0	0	0	0	16
Total	418	723	416	960	32	55	0	2604

LaBella's proposed subconsultant costs for this project, separated by Contract, are presented below. Note that subconsultant costs for Special Services are not estimated at this time.

	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TASK 7	TOTAL
Survey	\$0	\$12,500.00	\$0	\$0	\$0	\$0	\$0	\$12,500.00