




ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

July 7, 2023

To: Terrence D. McCracken, Secretary to the Authority

From: Michael J. Quinn, PE, Senior Distribution Engineer 

Subject: MP-084 Water System Improvements'
Transmission Main Installation, Town of Tonawanda
Right of Entry Agreement
20 Pirson Parkway, Town of Tonawanda
ECWA Project No. 202000084

The Erie County Water Authority (ECWA) is undertaking the construction of a new transmission main in the Town of Tonawanda (MP-084). A portion of the new main will be constructed from Brookside Terrace in the City of Tonawanda boundary to the existing 48-inch stub pipe along Military Road in the Town of Tonawanda and adjacent to the south boundary of the Tonawanda Landfill. The property at 20 Pirson Parkway in the Town of Tonawanda will be used for temporary access and staging for above-referenced construction. The Right of Entry Agreement will grant temporary access to the property to ECWA, Arcadis of New York (Consultant), and Concrete Applied Technologies Corp d/b/a CATCO (Contractor).

The ECWA Law and Engineering Departments have reviewed the terms of this Agreement with the Town of Tonawanda and collectively are recommending that the Board review and approve attached Agreement and authorize the Chairman to execute same. There is no cost associated with this Agreement.

Attached find three copies of the Agreement for execution by the Chairman. Thank you and please feel free to contact me if you have any questions.

MJQ:jmf
Attachments
cc: L.Kowalski
W.Wheeler
CONT-MP-084-2001-X-10

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

Contract: MP-084 **Project No.:** 202000084
Project Description: Water System Improvements,
Transmission Main Installation, Town of Tonawanda

Item Description:





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

Action Requested:

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

Approvals Needed:

APPROVED AS TO CONTENT:

- | | | |
|--|---|-------------------------|
| <input checked="" type="checkbox"/> Sr Distribution Engineer |  | Date: <u>7/7/2023</u> |
| <input type="checkbox"/> Chief Operating Officer | _____ | Date: _____ |
| <input checked="" type="checkbox"/> Executive Engineer |  | Date: <u>07/10/2023</u> |
| <input type="checkbox"/> Director of Administration | _____ | Date: _____ |
| <input checked="" type="checkbox"/> Risk Manager |  | Date: <u>7/7/2023</u> |
| <input type="checkbox"/> Chief Financial Officer | _____ | Date: _____ |
| <input checked="" type="checkbox"/> Legal |  | Date: <u>7/7/2023</u> |

APPROVED FOR BOARD RESOLUTION:

- | | | |
|--|--|------------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: <u>7/10/2023</u> |
|--|--|------------------------|

Remarks: Right of Entry Agreement for 20 Pirson Pkwy, Town of Tonawanda

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

RIGHT OF ENTRY AGREEMENT

The undersigned, TOWN OF TONAWANDA, 2919 Delaware Avenue, Kenmore, New York 14217, (the "Town"), hereby grants to the ERIE COUNTY WATER AUTHORITY, 3030 Union Road, Cheektowaga, New York 14227, (the "ECWA"), CONCRETE APPLIED TECHNOLOGIES CORP. d/b/a CATCO, 1266 Townline Road, Alden, New York 14004 ("CATCO") and ARCADIS of New York, Inc., 50 Fountain Plaza, Suite 600, Buffalo, New York 14202 ("Arcadis") (collectively hereinafter referred to as the "Parties"), the right of entry upon certain Town owned property known as 20 Pirson Parkway, (the "Premises") as more specifically identified in the plan attached hereto as Exhibit "A", for the purpose of temporary access and staging for the construction of a 48" waterline from Brookside Terrace (City of Tonawanda Boundary) to the existing 48" stub pipe along Military Road (Town of Tonawanda) and adjacent to the south boundary of the Tonawanda Landfill.

This Right of Entry is subject to the following conditions:

1. The Parties hereby covenant and agree to indemnify and save harmless the Town, its Town Board, Officers, Employees and Agents from any and all loss, costs and expense, including attorneys' fees, claims, demands, actions or causes of action arising directly or indirectly from any and all acts or omissions by the ECWA, CATCO and/or Arcadis, their Officers, Employees, and/or Agents, in carrying out its activities pursuant to the provisions of this Agreement.

2. The ECWA, CATCO and Arcadis agree to provide the Town with a Certificate of Insurance naming the Town of Tonawanda, its Town Board, Officials, Employees and Agents as additional insureds, on a primary and non-contributory basis, on its general liability coverage and maintain insurance with the following policy limits:

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Automobile Liability coverage	\$1,000,000 per occurrence
Excess Liability Coverage (Umbrella)	\$3,000,000
Workers Compensation and Employers' Liability	\$1,000,000.

3. This Right of Entry will commence on May 15, 2023 and expire on October 31, 2023.

4. The ECWA, CATCO and Arcadis agree that this Right of Entry shall in no way interfere with any work/activities to be conducted by the Town at the Premises. In this regard, in the event the Town determines that the ECWA, CATCO and/or Arcadis is/are interfering with the work/activities of the Town, and notifies the Parties of this determination, either verbally or in writing, the Parties agrees to cease any operations and vacate the Premises immediately.

5. The Town reserves the right to terminate this Agreement at any time by delivering written notice of such termination to the Parties. Upon receipt of such termination notice, the Parties agree to immediately vacate the Premises and remove any personal property, equipment, etc. it may have placed on the Premises.

6. The Parties agrees to restore the Premises to its condition immediately prior to the time the Parties exercised the rights herein, all to the reasonable satisfaction of the Town.

[This Right of Entry may be signed in counterparts.]

WITNESS MY HAND AND SEAL this _____ day _____, 2023.

TOWN OF TONAWANDA

Seal

by _____
Joseph H. Emminger, Supervisor

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2023 before me, the undersigned, personally appeared Joseph H. Emminger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ERIE COUNTY WATER AUTHORITY

Seal

by _____
its _____

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of July, in the year 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

CONCRETE APPLIED TECHNOLOGIES
CORP., d/b/a CATCO

Seal

by _____
its _____

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of July, in the year 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ARCADIS OF NEW YORK, INC.

Seal

by _____
its _____

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of July, in the year 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



NO.	DATE	ISSUED FOR	BY
3	3-8-23	NYS DOT REVISIONS	DJS
2	2-11-22	ECD OH SUBMITTAL	DJS
1	11-2-21	ECD OH SUBMITTAL	DJS

COPYRIGHT: 2022 ARCADIS OF NEW YORK, INC.

DATE: MAY 2022

PROJECT NO.: 30041729

FILE NAME: C-02

DESIGNED BY: M. HIGGINS

DRAWN BY: M. WELSHANS

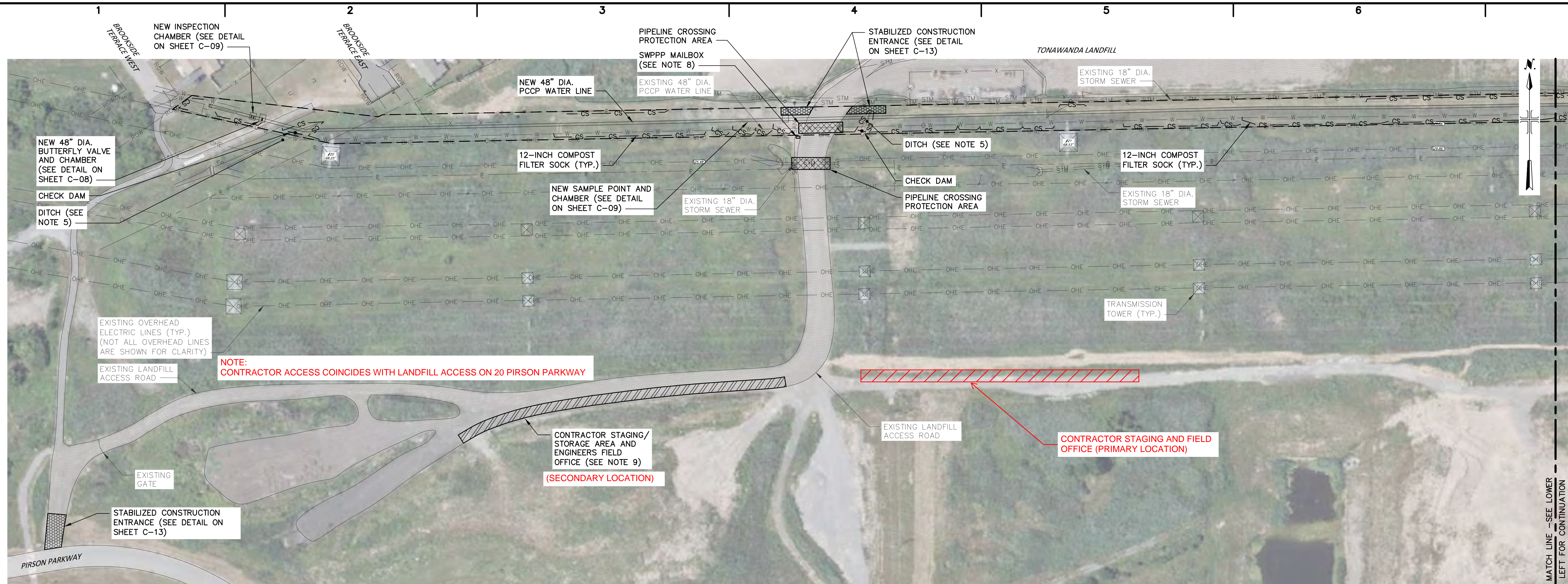
CHECKED BY: D. SEIDER

SHEET TITLE
GENERAL

EROSION AND SEDIMENT CONTROL, PIPELINE CROSSING PROTECTION AREAS, CONTRACTOR STAGING AREAS AND CONSTRUCTION ENTRANCES

SCALE: AS NOTED

C-02
SHEET 03 OF 16



NOTES

- PIPELINE CROSSING PROTECTION AREAS AS SHOWN ARE THE MINIMUM LOCATIONS REQUIRED. ADDITIONAL PIPELINE CROSSING AREAS MAY BE REQUIRED AS CONDITIONS WARRANT, AND/OR AS DETERMINED BY THE CONTRACTOR, UTILITY OWNER, ECWA, AND THE ENGINEER. THERE WILL BE NO ADDITIONAL PAYMENT FOR PIPELINE CROSSING PROTECTION AREAS NOT SHOWN OR NOTED ON THE DRAWINGS.
- THE CONTRACTOR IS REQUIRED TO PROVIDE A DETAILED SUBMITTAL FOR PIPELINE CROSSING PROTECTION AREAS.
- EROSION AND SEDIMENT CONTROLS MAY BE MOVED TEMPORARILY TO FACILITATE TRENCHING ACTIVITIES.
- CONTRACTOR IS REQUIRED TO MAINTAIN ACCESS TO LANDFILL AT ALL TIMES DURING CONSTRUCTION. UPON COMPLETION CONTRACTOR SHALL RESTORE STONE ACCESS ROAD TO PRE-CONSTRUCTION CONDITIONS.
- DITCH TO BE RESTORED TO PRE-CONSTRUCTION CONDITIONS UPON COMPLETION OF THE PROJECT. EROSION CONTROL BLANKET SHALL BE INSTALLED WITHIN THE DITCH TO FACILITATE RESTORATION IN ACCORDANCE WITH THE DETAIL ON SHEET C-14.
- ALL COSTS ASSOCIATED WITH EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INCLUDED UNDER ITEM NO.1.
- AT NO TIME DURING CONSTRUCTION ACTIVITIES SHALL RUNOFF BE ALLOWED TO DISCHARGE TOWARDS THE RAILROAD TRACKS. CONTRACTOR SHALL PROTECT ALL RAILROAD DITCHES AND OTHER CSX DRAINAGE FACILITIES DURING CONSTRUCTION.
- CONTRACTOR SHALL SUPPLY ONE LOCKABLE, WATERTIGHT MAILBOX MOUNTED TO A 4X4 PRESSURE TREATED POST FOR STORAGE OF SWPPP DOCUMENTS FOR THE DURATION OF THE PROJECT. MAILBOX SHALL BE LABELED "SWPPP" 2 SETS OF KEYS SHALL BE PROVIDED. MAILBOX SIZE SHALL BE CAPABLE OF STORING 11"x17" DRAWINGS, PERMIT AND WEEKLY INSPECTION FORMS. EXACT LOCATION TO BE DETERMINED DURING CONSTRUCTION.
- FINAL LOCATION OF ENGINEERS FIELD OFFICE SHALL BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION.
- UPON COMPLETION OF THE PROJECT, THE TEMPORARY CONSTRUCTION ENTRANCE SHALL BE REMOVED AND FULL HEIGHT CURB INSTALLED.

Exhibit A



LEGEND:

- PIPELINE CROSSING PROTECTION AREA
- CONTRACTOR STAGING/STORAGE AREA
- STABILIZED CONSTRUCTION ENTRANCE
- CS COMPOST FILTER SOCK (12-INCH)
- LIMITS OF DISTURBANCE

User: WELSHANS Spec: AUS-NCSM00 File: G:\PROJECTS\ECWA\30041729 - MUDPLATS TRANSMISSION MAIN DESIGN MP-84\CADD\SHEETS\C-02.DWG Scale: 1:1 SaveDate: 3/8/2023 Time: 09:12 Plot Date: Welshans, Matthew, 3/8/2023, 09:25, Layout: 03



ADDITIONAL REMARKS SCHEDULE

AGENCY Lawley, LLC	License # 1009544	NAMED INSURED Erie County Water Authority 295 Main St Suite #350 Buffalo, NY 14203-2494
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:
When required by executed written contract, the following endorsements apply:

General Liability:
PI-GL-005 (07/12) - Additional Insured Primary and Non-Contributory Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 02/14/2022

Name of Person or Organization (Additional Insured):

Town of Tonawanda
291 Ensminger Road, Suite 2
Tonawanda, NY 14217

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.