



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

August 21, 2018

To: Terrence D. McCracken, Secretary to the Authority

From: Leonard F. Kowalski, Senior Distribution Engineer

Subject: Contract GHD-007
Guenther Pump Station Rehabilitation
ECWA Project No. 201800138

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

The following material is attached:

- Blue Authorization Form for Risk Manager and Legal Department approval. The Blue Authorization Form is requesting Board Authorization to execute the attached Professional Service Contract.
- Professional Service Contract for the above referenced project.

Guenther Pump Station is located on Pleasant Ave in the Town of Hamburg. The Pump Station was constructed in the 1970's and has had several minor upgrades since. The pump station utilizes a 5 MG ground storage tank when in operation and has five pumps; pump 3 is out of service, pumps 1, 2, and 4 are high capacity pumps (~17-28 MGD) and pump 5 is a 150 hp pump that is used to circulate water in the tank. As the station sits right now, it is typically used during periods of high system demand and during emergencies. The intent of this project is to rehabilitate the pump station, so it can be used on a daily basis which will help improve the hydraulic capacity of the distribution system and improve redundancy and resiliency.

LFK:jmf

Attachments

cc: R.Stoll

CONT-GHD-007-1801-011

PROFESSIONAL SERVICES CONTRACT

AGREEMENT made this _____ day of _____, 20____, by and between

ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority”, and

GHD
285 Delaware Avenue, Suite 500
Buffalo, New York 14202

hereinafter referred to as “Consultant”.

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

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

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

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

1. QUALIFICATIONS OF CONSULTANT:

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

2. SCOPE OF SERVICES:

A. PROJECT DESCRIPTION:

Guenther Pump Station is located on Pleasant Ave in the Town of Hamburg. The Pump Station was constructed in the 1970's and has had several minor upgrades since. The pump station utilizes a 5 MG ground storage tank when in operation. The pump station has five pumps; pump 3 is out of service, pumps 1, 2, and 4 are high capacity pumps (~17-28 MGD) and pump 5 is a 150 hp pump that is used to circulate water in the tank. Besides pump 5, the pump station is typically only used during periods of high system demand during the summer and will sometimes sit idle for several years. In addition to being used during high demand periods, the pump station is also used during emergencies to supply

additional pressure to the distribution system while the system is operating at a reduced capacity.

This scope of work for this contract is as follows:

1. Evaluate existing hydraulic capacity of the pump station and associated storage tank and provide options for either rehabilitating the existing pumps, installing new pumps or a combination of both rehabilitating and replacing pumps. The use of VFD's on existing pumps and new pumps shall be evaluated.
2. Replace existing 5 Kv electrical substation.
3. Provide standby electrical generator for either 480 volt or 4160 volt pumps.
4. Specification for Arcflash, short circuit and coordination study to be performed under the construction contract.
5. Electrical and instrumentation improvements including SCADA.
6. Evaluate existing valves and actuators. Make recommendations for rehabilitation or replacement.
7. Interior and yard piping improvements, including site drainage.
8. Architectural, structural, HVAC, and electrical improvements to the Pump Station including new roof, doors, floor grating, lighting, ventilation, brick façade, and bridge crane rehabilitation. The valve house near the tank will require similar building improvements.
9. Evaluate perimeter security fencing and lighting

B. ENGINEERING SERVICES:

Consultant shall provide all engineering services necessary to design and install the improvements described in Section A, including, but not limited to, the following:

1. **Design Report**

Upon authorization from the Authority, the Consultant shall complete the following services:

- a. Organize and attend project kickoff meeting with Authority. Discuss project team, communications, goals, schedule, and information needs.
- b. Obtain and review plans, specifications, and other records furnished by the Authority.
- c. Conduct site visits with appropriate project personnel to identify extent of rehabilitation efforts to building envelope; building heating, ventilation, and electrical systems; interior and exterior doors; stairs and landings; bridge crane; and bathroom.
- d. Obtain and analyze two core samples of the roof, samples of the roof flashing, and two samples of pipe insulation to determine the presence of asbestos-containing materials (ACM). Paint samples from Pumps 3 and 4 will be

collected and analyzed for lead-based paint. Paint samples from piping will also be analyzed for lead based paint.

- e. Evaluate hydraulic capacity of pump station and evaluate options for rehabilitating existing pumps or installing new pumps or combination of new and existing pumps. The use of VFD's on new or existing pumps shall be evaluated.
 - 1) Utilize the current ECWA water model to develop a technical approach, scope and budget for the analysis and design of the pump(s) for the Guenther Pump Station.
 - a) **Assumptions:** The existing model has been calibrated and no additional calibrations or updates (i.e., new/replacement pipelines, demand allocations, pump curves, tanks, etc.) are required.
 - 2) Review the primary Guenther pump Station service area and the different operational scenarios listed below:
 - a) Eden 1 (all subsystem pump stations and tanks)
 - b) Clark (secondary supply from Horner, which is supplied from Sturgeon Point)
 - c) Analyze the operation of Guenther PS on a continual basis with the interaction with Windom Pump Station and Tank. Guenther and Windom tank levels will need to be closely monitored with Guenther in continuous operation.
 - d) There are cone valves located on the discharge header in High Service at Sturgeon Point which allow the station to be operated at two different discharge gradients. The operation of Sturgeon Point at two different discharge gradients and the effect it has on Guenther Pump Station shall be evaluated.
 - e) The use of Guenther Pump Station to supply water to the Hamburg Pressure zone shall be evaluated.
 - f) **Note:** The model will be isolated to only the above mentioned scenarios for simulations.
 - 3) Authority will provide current pump control logic (i.e., pump "ON" at XX, pump "OFF" at YY, etc.) of the Guenther service area pump stations.

- 4) Authority will provide the past 10 years of daily pumping records (flow and pressure) for the Guenther Pump Station and service area pump stations. This information will be utilized to determine minimum, average, maximum, and peak demands.
 - 5) Develop a demand curve (diurnal curve) for minimum, average, maximum, and peak demands.
 - 6) Develop up to four pump arrangement options with four flow scenarios (minimum, average, maximum, and peak) and run a 5-day (week days) extended period simulation and generate a report table.
 - 7) Determine a recommended pump design point for the new Guenther pump based on the existing conditions simulation results.
 - 8) Run the simulations with the recommended pump, identify which efficiently hits the design point under the above conditions, and generate a table to compare existing vs. proposed conditions.
- f. Develop approach, scope, and budget for replacing 5 kV substation. Prepare proposed one-line diagram and site schematic.
 - g. Develop approach, scope, and budget for new standby generator for pump station.
 - h. Evaluate existing valves and actuators making recommendations for rehabilitation or replacement.
 - i. Evaluate interior and yard piping for improvements, developing approach, scope, and budget. CCTV existing sewer lateral to determine condition.
 - j. Develop approach, scope, and budget for perimeter security fencing and site lighting rehabilitation.
 - k. Summarize findings in a draft report and submit to the Authority for review and comment. Meet with Authority to discuss comments. Revise and report addressing comments and submit five copies of final report to Authority.
 - l. Evaluate construction staging and site constraints.
 - m. Evaluate the operational needs of the Authority during construction.
 - n. Develop project schedule and preliminary cost estimates, including cash flow projections.

2. **Survey**

Upon authorization from the Authority, the Consultant shall complete the following services.

- a. 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 NAVD88 standards.

3. **Design**

Upon authorization from the Authority, the Consultant shall complete the following services.

- a. Prepare detailed design drawings, specifications and contract documents. Tasks include, but are not limited to:
 - 1) Conferences with the Authority, agencies, etc., as necessary and as required.
 - 2) Report to the Authority bi-weekly on the progress of the work via email, with the following information:
 - a) Work performed over the last two weeks.
 - b) Work scheduled for the next two weeks.
 - c) Schedule status/deliverable status. Attach an updated project schedule (in Microsoft Project format) identifying all project milestones and current project status.
 - d) Budget status/percent complete.
 - e) Input needed from ECWA or others.
 - f) Other issues/concerns.
 - g) Scope changes.
 - 3) Review of available drawings and records furnished by the Authority.
 - 4) Preparation of base drawings in AutoCAD version 2014 from the survey data obtained in the survey phase and the available records furnished by the Authority and other agencies.
 - 5) Preparation of engineering calculations to support the design of the improvements, including related civil, hydraulic, mechanical, electrical, structural, and architectural features of the project.
 - 6) Submission of the plans to various utility companies and agencies and all coordination, as required, to incorporate all existing utilities within the project limits.
 - 7) Preparation of final plans, profiles, and job specific detail drawings that include editing of the Authority's standard detail drawings where appropriate.
 - 8) Preparation of a "Project Manual", including contract specifications that include editing of the Authority's standard "front end" specifications and standard technical specifications where appropriate, preparation of additional technical specifications as

required, and inclusion of necessary appendices providing supporting information.

- 9) Obtaining New York State Wage Rates and inserting them into the specifications.
 - 10) Preparation of a quantity take-off and a construction cost estimate.
 - 11) Preparation of an engineering report and submission with contract specifications, drawings, application forms and fees to Erie County Health Department for approval.
 - 12) Attendance at a final design meeting with the Authority.
- b. Prepare engineering data, where necessary, with regard to regulatory permit applications as required to obtain local, state, federal and public utility approval for the initiation and construction of the work.
 - c. Furnish to the Authority five (5) sets of drawings, specifications and other contract documents, for final review by the Authority and other approving agencies. Supply electronic (.pdf) versions of drawings and Project Manual to the Authority.
 - d. Prepare documentation for compliance with New York State SEQR (Type II actions) and SWPPP.
 - e. Prepare a schedule for the project utilizing the Authority's standard format (Microsoft Project). The project schedule shall be updated as needed.

4. **General Services**

Upon authorization from the Authority, the Consultant shall complete the following services.

- a. Furnish twenty (20) sets of contract drawings, final specifications, and other documents required for bidding and construction purposes for each contract.
- b. Conduct a pre-bid meeting when appropriate.
- c. Prepare and distribute addenda.
- d. Provide assistance to the Authority in securing bids, tabulating bid results, analyzing bid results, and making recommendations on the award of each construction contract.
- e. Provide pre-construction meeting notice to all municipalities, utility companies, fire districts, and all other interested parties, conduct a pre-construction meeting and distribute minutes.
- f. Supply an approved contractor's schedule for construction of the project.

- g. Provide detailed initial stakeout (once only), including bench marks, reference and axis lines along the routes of the construction or where necessary.
- h. Give consultation and advice to the Authority during construction.
- i. Prepare elementary sketches and supplementary sketches, if required, to resolve actual field conditions encountered.
- j. Interpret contract documents and resolve problems as to amount, quality, acceptability, and fitness.
- k. Review the contractor's submittals of material and/or equipment for compliance with the Consultant's design concept and take appropriate action such as but not limited to: "approved", "approved as corrected", "revise and resubmit"; or "not approved".
- l. Furnish general construction inspection as to quality and quantity of the contractor's work as the construction progresses in order to recommend partial payment.
- m. Coordinate with all Authority's customers within the project area regarding the construction work.
- n. Schedule and attend progress meetings.
- o. Report to the Authority bi-weekly on the progress of the work via email, with the following information:
 - 1) Summary of the work performed in the previous two-week period.
 - 2) Attach an updated project schedule (in Microsoft Project format) identifying all project milestones and current project status.
 - 3) Forecast of all upcoming work and project costs expected for the project. Identify any contract items which may exceed bid quantities.
 - 4) Attach copies of final inspection reports (in .pdf format) for reports in the previous two-week period.
- p. Notify the Authority when a change in the work is proposed which will cause an adjustment in the contract cost. Evaluate whether the proposed change is justified and reasonable, and if necessary prepare change orders, field directives, and make recommendations for approval. Discuss changes in the plans or procedures authorized by the Consultant with the Authority prior to implementation. Obtain approval for all change orders from the Board of Commissioners prior to implementation.
- q. When new waterlines are placed into service, notify the appropriate fire districts in writing, identifying addresses of new hydrants placed into service and existing hydrants soon to be removed from service. A copy of this letter shall also be sent to the Authority.

- r. Check line and grade for preparation of record drawings.
- s. 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.

5. **Resident Inspection**

Upon authorization from the Authority, the Consultant shall complete the following services.

- a. Provide technical inspection of construction by a full-time resident engineer and/or inspectors as required, who will:
 - 1) Inspect all work to determine the progress, quality, quantity and conformance of the work in accordance with contract documents.
 - 2) Notify customers prior to start of construction.
 - 3) Prepare daily inspector reports.
 - 4) Review, verify and approve requests for monthly and final payments to contractors, based on quantities of work put in place.
 - 5) Provide bi-weekly updates via email summarizing the Resident Inspection costs and projecting future Resident Inspection costs for the duration of the project.

6. **Record Drawings**

Upon authorization from the Authority, the Consultant shall complete the following services.

- a. Provide record drawings, including the basemapping, (on AutoCAD Version 2014) of all completed work according to the latest ECWA As-Built Standards. Update the existing ECWA valve and hydrant details to reflect the completed work. Furnish one set of mylar transparencies and all AutoCAD files on CD of these drawings to the Authority.
- b. Provide horizontal and vertical coordinates using survey grade Real Time Kinematic (RTK) GPS with horizontal centimeter level accuracy and best possible vertical precision given the environmental conditions during collection for all mainline valves, hydrants, hydrant valves, permanent blow-offs, and meter pits. Coordinates shall be presented as points within an ESRI geodatabase feature class, or provided in Microsoft Excel, Microsoft Access, or .dbf format. At a minimum, the coordinate file shall contain a Northing, Easting, Elevation, horizontal precision, vertical precision, and Description for each feature.
- c. Record Drawings and coordinates to be based on the NY State Plane Coordinate System – West Zone. Data is to be

according to NAD83 and NAVD88 datums. Coordinates shall be provided in Microsoft Excel, Microsoft Access, or .dbf format. At a minimum, the coordinate file shall contain a Northing, Easting, Elevation, and Description for each feature.

- d. 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 Construction Contract is recommended for approval and in accordance with Authority Standards.

C. SPECIAL SERVICES

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

1. Soils Investigations - including test borings, pavement cores, and the related analysis.
2. Detailed mill, shop and/or laboratory inspection of materials and equipment.
3. Land surveys, maps, plates, descriptions and title investigations which may be required to acquire lands, easements, and rights-of-way for the proposed facilities.
4. Additional copies of reports, contract drawings and documents.
5. Extra travel and subsistence for the Consultant and his staff beyond that normally required under ordinary circumstances, when authorized by the Authority.
6. Assistance to the Authority serving as an expert witness in litigation arising from project development or construction.
7. New York State SEQR (Type I and Unlisted Actions).
8. Air, water, and/or soil sampling, testing, and/or analysis.
9. Operation and maintenance manuals.
10. Start-up services.
11. Hazardous material testing and assessment.
12. Wetlands investigations, delineation, and mitigation.
13. Field or shop testing of existing mechanical or electrical equipment for vibration, insulation resistance, efficiency, net positive suction head, shutoff head, pump performance, system curve development or other tests that require calibrated testing equipment.

3. PAYMENT FOR SERVICES:

A. The Consultant agrees to accept a lump sum payment for all services to be provided herein except for Resident Inspection which shall be paid per the schedule included in paragraph 3.D.2. The methods of payment are as follows.

1. **Design Report**
For services described under Section 2B1, Design Report, the Authority shall pay Consultant a lump sum which will include all expense, labor and cost associated with this task. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.
2. **Survey**
For services described under Section 2B2, Survey, the Authority shall pay Consultant a lump sum which will include all expense, labor and cost associated with this task. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.
3. **Design**
For services described under Section 2B3, Design, the Authority shall pay Consultant a lump sum which will include all expense, labor, and cost associated with this task. Payment will be made monthly based on the percentage of completion up to 70% of the total lump sum amount. After submission by the Consultant 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.
4. **General Services**
For services described under Section 2B4, General Services, the Authority shall pay Consultant a lump sum which will include all expense, labor and cost associated with this task. Payment will be made monthly based on the percentage of completion up to 100% of the total lump sum amount.
5. **Resident Inspection**
For services described under Section 2B5, Resident Inspection, the Authority shall pay Consultant the payable hourly rates listed under 3D2 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 3D2. Payment for Resident Inspection and expenses will be made monthly.
6. **Record Drawings**
For services described under Section 2B6, Record Drawings, the Authority shall pay Consultant a lump sum which will include all expense, labor and cost associated with this task. Payment will be made monthly based on the percentage of completion up to 70% of the total lump sum amount. After submission by the Consultant 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.

B. SPECIAL SERVICES

For services described under Section 2C, Special Services, the Authority shall pay Consultant an amount to be negotiated at the time such service is required. Costs for such special services shall not exceed \$40,000.00.

C. AUDIT

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

D. ENGINEERING COST SCHEDULE

1. Engineering Costs:

Design Report	\$107,000.00
Survey	\$11,000.00
Design	\$209,700.00
General Services	\$91,100.00
Record Drawings	\$5,900.00
TOTAL ENGINEERING COST	\$424,700.00

2. Resident Inspection Hourly Rates

	Payable Hourly Rate	Employee Direct Hourly Rate
Project Engineer/Inspector	\$128.00	\$42.60
Construction Engineer/NICET IV	\$160.00	\$53.30

The dollar amount for Estimated Resident inspection is based on the assumption of 1,600 hours of Project Engineer/Inspector Payable Hourly Rate and 160 hours of Construction Engineer/NICET IV Payable Hourly Rate during the duration of the project. Payment will be made for actual hours worked during the duration of construction. Actual hours will vary based on production rates of the Contractor during construction, unforeseen circumstances that develop during construction, and weather conditions.

Estimated Resident Inspection	\$230,400.00
TOTAL NOT TO EXCEED:	\$250,000.00

3. Other Costs:

Mileage	IRS rate
Subcontractor Expenses	Cost plus 5% maximum
All Other Direct Non-Salary Costs	At Cost
Estimated Direct Non-Salary Costs	\$10,500.00

4. **SUBCONTRACT AND ASSIGNMENT:** The Consultant may not subcontract or delegate any of the work, services, and/or other obligations of the Consultant without the express written consent of the Authority. The Authority and the Consultant bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Consultant shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.
5. **AMENDMENTS:** No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.
6. **RIGHT TO TERMINATE:** The Authority reserves the right to terminate the Consultant's services at any time, without cause, based on seven (7) days' written notice. Consultant shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.
7. **INDEMNIFICATION:** The Consultant shall indemnify the Authority against any and all claims arising from the services performed by the Consultant herein and shall defend and hold harmless the Authority from and against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees based upon or arising out of damage to property or injury to persons or other tortious conduct caused or contributed to it by the Consultant or anyone under its direction or control or on its behalf in the course of its performance under this Agreement. The Consultant further agrees to indemnify, defend and hold harmless the Authority from any and all claims in reference to the services performed by the Consultant hereunder which may infringe on a patent, copyright, trade secret or other proprietary right of any third party.
8. **CONFIDENTIAL INFORMATION:** In order to assist the Consultant in the performance of this Agreement, the Authority may provide the Consultant with confidential information including, but not limited to information relative to the services to be performed. All information received by the Consultant in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, are considered confidential. The Consultant shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performing of services including but not limited to information relative to the services to be performed.

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

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

9. **INSURANCE**: The Consultant shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Exhibit A. The Consultant shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services. The Consultant shall provide Certificates of Insurance certifying the coverage required by this provision.
10. **COPYRIGHTS, TRADEMARKS, AND LICENSING**: All materials produced under this Agreement, whether produced by the Consultant alone or with others, and whether or not produced during regular working hours, shall be considered work made for hire and the property of the Authority. The Consultant shall, during and subsequent to the terms of this Agreement, assign to the Authority, without further consideration, all right, title and interest in all material produced under this Agreement. All material produced under this Agreement shall be and remain the property of the Authority whether or not registered.

In performing work under this agreement, the Consultant may be granted access to the Authority's GIS data, documents, and other information. The Consultant understands and agrees that the use of such data, documentation and information shall be treated as confidential information and the Consultant shall abide by the terms and conditions of any confidentiality and copyright leasing agreements (attached as Exhibit B).

11. **NEW YORK LAW AND JURISDICTION**: Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Consultant and the Authority shall be governed, interpreted and decided by a Court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

12. **CONFLICTS OF INTEREST:** The Consultant represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Consultant from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Consultant will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without further liability of the Consultant, except to pay for services actually rendered.
13. **ADDITIONAL CONDITIONS:** The Consultant and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.
14. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.
15. **INDEPENDENT STATUS:** Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant a partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Consultant shall remain an independent contractor responsible for its own actions. The Consultant is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

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

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

In providing the services under this Agreement, the Consultant represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Consultant agrees to furnish copies of documentation to the Authority

evidencing its compliance with such laws. The Consultant further represents and warrants that any income accruing to the Consultant and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

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

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chairman

GHD

By _____
Robert P. Lannon, Jr., PE, Vice President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

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

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 20____, before me personally came Robert P. Lannon, Jr., PE, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York, that he is the Associate 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

EXHIBIT A
INSURANCE REQUIREMENTS
ERIE COUNTY WATER AUTHORITY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2018

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 Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: oertificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Allied World Assurance Company US Inc INSURER B: Zurich American Insurance Company INSURER C: Lexington Insurance Company INSURER D: INSURER E: INSURER F:	NAIC# 19489 16535 19437
INSURED GHD Consulting Services Inc. One Remington Park Drive Cazenovia, NY 13035 USA		

COVERAGES **CERTIFICATE NUMBER: W7229167** **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:	Y	Y	0310-4497 12525 19489 AXV	12/01/2017	12/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> COLL Ded: 500 <input checked="" type="checkbox"/> Comp Ded: 250	Y		BAP 3757423-03 02563 16535 A+XV	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Physical Damag \$ 100000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		0310-4498 12525 19489 AXV	12/01/2017	12/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> No	N/A	Y	WC 0380936-03	07/01/2018	07/01/2019	<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
C	Professional Liab.		Y	031710989 02350 19437 AXV	12/01/2017	12/01/2018	Claim: \$1,000,000/Agg \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GHD Project no.: 11158024, Guenther Pump Station Rehabilitation. Project # 201800030

Certificate Holder is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability where required by contract or agreement.

General Liability where required by contract or agreement and Umbrella/Excess Liability policies shall be Primary and

CERTIFICATE HOLDER <p style="text-align: center;">APPROVED AUG 21 2018</p> <p style="text-align: center;"><i>[Signature]</i></p> Erie County Water Authority Attn: Anthony Alessi 295 Main Street, Suite 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 <p style="text-align: center;"><i>[Signature]</i></p>
--	---

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED GHD Consulting Services Inc. One Remington Park Drive Cazenovia, NY 13035 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability and Workers Compensation where required by written contract, agreement or permit where permissible by law or statute and Professional Liability.

Excess Liability follows form over General Liability, Auto Liability and Employer's Liability.

Rating Services

Allied World Assurance Company (U.S.) Inc.

A.M. Best #: 012525 NAIC #: 19489 FEIN #: 954387273

Administrative Office
199 Water Street
New York, NY 10038
United States

[View Additional Address Information](#)

Web: www.awac.com
Phone: 646-794-0500
Fax: 212-635-5532

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



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

Based on A.M. Best's analysis, 058364 - Fairfax Financial Holdings Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A (Excellent)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: December 20, 2017
Initial Rating Date: July 25, 2002

Long-Term Issuer Credit Rating View Definition

Long-Term: a+
Outlook: Stable
Action: Affirmed
Effective Date: December 20, 2017

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Darian Ryan
Director: Jennifer Marshall, CPCU, ARM

Disclosure Information

Disclosure Information Form

[View A.M. Best's Rating Disclosure Form](#)

Press Release

[A.M. Best Removes From Under Review With Negative Implications, Affirms Credit Ratings of Allied World Assurance and Its Subs](#)
December 20, 2017

Rating Services

Lexington Insurance Company

A.M. Best #: 002360 NAIC #: 19437 FEIN #: 251149494

Administrative Office

99 High Street 23rd Floor
Boston, MA 02110
United States

[View Additional Address Information](#)

Web: www.aig.com

Phone: 617-330-1100

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



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

Based on A.M. Best's analysis, 058702 - American International Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A (Excellent)
Affiliation Code: p (Pooled)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: June 20, 2018
Initial Rating Date: June 30, 1966

Long-Term Issuer Credit Rating View Definition

Long-Term: a
Outlook: Stable
Action: Affirmed
Effective Date: June 20, 2018

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Darian Ryan
Senior Director: Michael J. Lagomarsino, CFA, FRM

Disclosure Information

Disclosure Information Form
[View A.M. Best's Rating Disclosure Form](#)

Press Release
A.M. Best Affirms Credit Ratings of American International Group, Inc. and Certain Subsidiaries
June 20, 2018

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only) GHD Inc. GHD Services Inc. GHD Consulting Services Inc. GHD Consulting Engineers, LLC One Remington Park Drive Cazenovia, NY 13035</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 917814561</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 98-0425935, 15-0430700, 16-1229774</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Erie County Water Authority Attn: Anthony Alessi 295 Main Street, Suite 350 Buffalo, NY 14203</p>	<p>3a. Name of Insurance Carrier Zurich American Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a" WC0380936 02563 16535 A+XV</p> <p>3c. Policy effective period 07/01/2018 to 07/01/2019</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) 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: Leighton Thomas
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Leighton Thomas 6/18/2018
(Signature) (Date)

Title: Account Manager

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

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

Rating Services

Zurich American Insurance Company

A.M. Best #: 002563 NAIC #: 16535 FEIN #: 364233459

Administrative Office

1299 Zurich Way
Schaumburg, IL 60198-1056
United States

[View Additional Address Information](#)

Web: www.zurichna.com

Phone: 800-987-3373

Fax: 877-962-2567

Assigned to insurance companies



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

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

Based on A.M. Best's analysis, 050457 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A+ (Superior)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: December 08, 2017
Initial Rating Date: June 30, 1922

Long-Term Issuer Credit Rating View Definition

Long-Term: aa-
Outlook: Stable
Action: Affirmed
Effective Date: December 08, 2017

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Darian Ryan
Senior Director: Michael J. Lagomarsino, CFA, FRM

Disclosure Information

Disclosure Information Form

[View A.M. Best's Rating Disclosure Form](#)

Press Release

[A.M. Best Revises Outlooks to Stable for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries](#)
December 08, 2017

Rating Services

Wesco Insurance Company

A.M. Best #: 002468 NAIC #: 25011 FEIN #: 850165753

Administrative Office

59 Maiden Lane 6th Floor
New York, NY 10038
United States

[View Additional Address Information](#)

Web: www.amtrustgroup.com

Phone: 212-220-7120

Fax: 212-220-7130

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



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

Based on A.M. Best's analysis, 051002 - AmTrust Financial Services, Inc is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A- (Excellent)
Affiliation Code: p (Pooled)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Downgraded
Effective Date: July 03, 2018
Initial Rating Date: June 30, 1964

Long-Term Issuer Credit Rating View Definition

Long-Term: a-
Outlook: Stable
Action: Downgraded
Effective Date: July 03, 2018

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Director: Jennifer Marshall, CPCU, ARM
Senior Director: Michael J. Lagomarsino, CFA, FRM

Disclosure Information

Disclosure Information Form

[View A.M. Best's Rating Disclosure Form](#)

Press Release

A.M. Best Removes from Under Review, Downgrades Credit Ratings of AmTrust Financial Svcs. and Most Subs.; Assigns Stable Outlook
July 03, 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p> <p>Where required by written contract</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Where required by written contract
Location And Description of Completed Operations: Where required by written contract
Additional Premium: N/A

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
Where required by written contract
Where required by written contract information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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



ZURICH

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3757423-03	7/1/2018	7/1/2019	7/1/2018		---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No: WC 0380936-03

Endorsement No.

Insured: GHD Inc.

Premium \$

Insurance Company: Zurich American Insurance Company

Countersigned By

Walter Thomas

WC 00 03 13
(Ed. 4-84)

Erie County Water Authority Insurance Requirements for Professional Services

Project Number: 201800030

Description: RFP for Engineering Services for design and construction of a new tank at Ball PS (4MG), Capital Improvement Study at Ball PS, design and construction for improvements at Guenther PS and Hydraulic Integrity study of distribution system. Design and construction for improvements at Guenther PS and Hydraulic Integrity study of distribution system. Multiple design contracts will be awarded to the selected firms per a Request for Proposals.

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

An X indicates insurance coverage is required.

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

- X **Per Policy**
- ___ **Per Project or Job**
- ___ **Per Location**

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

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

X **Excess Umbrella Liability Insurance:**

X \$1,000,000 in the aggregate

___ \$2,000,000 in the aggregate

___ \$3,000,000 in the aggregate

___ \$4,000,000 in the aggregate

___ \$5,000,000 in the aggregate

___ **Per Policy**

___ **Per Project or Job**

___ **Per Location**

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

X \$1,000,000 in the aggregate

___ \$2,000,000 in the aggregate

___ \$3,000,000 in the aggregate

___ \$4,000,000 in the aggregate

___ \$5,000,000 in the aggregate

X **Per Policy**

___ **Per Project or Job**

___ **Per Location**

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

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

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

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

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

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

EXHIBIT B

ERIE COUNTY WATER AUTHORITY CONFIDENTIALITY AND COPYRIGHT LICENSING AGREEMENT

LICENSE:

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

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

OWNERSHIP:

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

CONFIDENTIALITY CLAUSE:

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

COPYRIGHT NOTICE:

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

LIMITATION OF LIABILITY:

ECWA GIS Basemap Features are compiled to National Map Accuracy Standards for 1"=100' scale mapping by Woolpert, Dayton, Ohio, using Stereo photogrammetric methods from aerial photography dated April, May, and/or November, 1990. The control grid is based on New York

State Plane Coordinates and North American Datum 1983. The parcels are from Erie County Tax Maps which were available in the County Finance office in June of 1993.

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

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

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

TERMINATION:

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

LIQUIDATION OF DAMAGES FOR BREACH OF AGREEMENT:

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

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

SPECIFIC TERMS OF ACCEPTANCE:

This Agreement constitutes the entire agreement between the parties.