

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

<b>Contract:</b> <u>MP-081</u>	<b>Project No.:</b> <u>2019000105</u>
<b>Project Description:</b> <u>Delivered Water Transmission Main Routing Study</u> <u>Van de Water Water Treatment Plant to Ball Pump Station</u>	

**Item Description:**

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

**Action Requested:**

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

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

<input checked="" type="checkbox"/> Department Head	<u><i>Samuel F. Kowalik</i></u>	Date: <u>5-15-19</u>
<input checked="" type="checkbox"/> Risk Manager	_____	Date: _____
<input checked="" type="checkbox"/> Director of Administration	<u><i>Barbara Koster</i></u>	Date: <u>5/16/19</u>
<input checked="" type="checkbox"/> Executive Engineer	<u><i>Russell Koll</i></u>	Date: <u>5/15/19</u>

**APPROVED AS TO FORM:**

<input checked="" type="checkbox"/> Legal	<u><i>Margaret A. Murphy</i></u>	Date: <u>5/17/19</u>
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**APPROVED FOR BOARD RESOLUTION:**

<input checked="" type="checkbox"/> Secretary to the Authority	<u><i>[Signature]</i></u>	Date: <u>5/20/19</u>
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**Remarks:** \_\_\_\_\_

**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_



**ERIE COUNTY WATER AUTHORITY**  
**INTEROFFICE MEMORANDUM**  
May 15, 2019

To: Terrence D. McCracken, Secretary to the Authority  
From: Leonard F. Kowalski, Senior Distribution Engineer *LFK*  
Subject: Contract MP-081  
Delivered Water Transmission Main Routing Study  
Van de Water Water Treatment Plant to Ball Pump Station  
ECWA Project No. 2019000105

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The following material is attached:

- Blue Authorization Form for Risk Manager and Legal Department approval. The Blue Authorization Form is requesting Board Authorization to execute the attached Professional Service Contract.
- Professional Service Contract for the above referenced project.
- Copy of Interoffice Memorandum from Russell J. Stoll, Executive Engineer, dated April 8, 2019, detailing recommendations for individual contract assignments after review of Request for Proposals (PN 201900011).

The existing delivered water transmission main is approximately eight miles in length. There are significant portions of the second delivered water transmission main which were subsequently installed. These sections are in service and about four to five miles of the second transmission main is required to be constructed. There are a number of different routes via public road rights-of-way and National Grid easements that could be utilized to complete the second transmission main. This project will consist of a routing study for Delivered Water Transmission Main, Van de Water Treatment Plant to Ball Pump Station.

LFK:jmf  
Attachments  
cc: R.Stoll  
CONT-MP-081-1801-011



**ERIE COUNTY WATER AUTHORITY**  
**INTEROFFICE MEMORANDUM**

April 8, 2019

To: Terrence D. McCracken, Secretary to the Authority

From: Russell J. Stoll, Executive Engineer

A handwritten signature in black ink, appearing to read "Russell J. Stoll", is written over the name in the "From:" field.

Subject: Request for Proposals

Design and Construction for Raw Water Transmission Main,  
Van de Water Raw Water to Van de Water Treatment Plant.  
Routing Study for Delivered Water Transmission Main,  
Van de Water Treatment Plant to Ball Pump Station.  
ECWA Project No. 201900011

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The Erie County Water Authority (ECWA) recently issued a Request for Proposal (RFP) to nine consulting engineering firms for professional engineering services for performing design of a second raw water transmission main at Van de Water. A second project was included in the RFP for a routing study for finished water transmission main between Van de Water and Ball Pump Station.

Currently there is a single transmission main between Van de Water Raw Water pump station and the Van de Water Treatment Plant. The addition of the second transmission main will increase the hydraulic capacity, but more importantly will improve system redundancy and resiliency.

The finished water transmission main between the Van de Water Treatment Plant and Ball Pump Station is twinned at some limited locations and drops down to a single line at other locations. The study will help determine what the best route will be for the completion of the second transmission main. This project will also improve hydraulic capacity and will improve system redundancy and resiliency.

The Request for Proposals was issued to the following professional engineering firms:

Arcadis  
Greenman-Pedersen, Inc.  
CHA Consulting, Inc.  
Erdman Anthony & Associates, Inc.  
Clark Patterson Lee  
GHD  
Nussbaumer & Clarke, Inc.  
Wendel Companies  
Wm. Schutt and Associates

Three of the above firms chose not to submit proposals on either project. Those firms include Clark Patterson Lee, Greenman-Pederson, Inc. and Wm. Schutt & Associates.

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

Review of the six design and construction phase proposals for the raw water transmission main project included the following. Each firm provided a thorough and detailed technical project understanding and approach for both the proposed projects. In addition, their proposed project level of effort is competitive and reasonable for the work being proposed. They demonstrated knowledge and experience with ECWA standards, design procedures, construction standards and procedures, and technical specifications. In addition, the firms have experienced staff to provide the construction phase services and construction oversight required by the Authority. Our staff review also considered overall performance of professional services for these firms with recent experience with ECWA projects.

Nussbaumer & Clarke provided an experienced and qualified project team to perform the work related to transmission main between Van de Water Raw Water pump station and the Van de Water Treatment Plant. They had the best understanding of the proposed project elements. Their fee was competitive compared to the other firms.

Arcadis provided an experienced and qualified project team to perform a Study of the routing of the finished water transmission main from Van de Water Treatment Plant to Ball Pump Station. Their proposal provided the most detailed project understanding and approach, and scope of work for the study. They also provided a competitive professional fee.

I am requesting the Board's approval to negotiate with the above two firms Nussbaumer & Clarke and Arcadis to develop contracts for the referenced projects.

LFK:jmf

cc: R.Lichtenthal

P.Fabozzi

ECWA-731-1901

## PROFESSIONAL SERVICES CONTRACT

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

**ERIE COUNTY WATER AUTHORITY**

295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the "Authority", and

**ARCADIS**

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

hereinafter referred to as "Consultant".

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

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

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

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

**1. QUALIFICATION OF CONSULTANT:**

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

2. **SCOPE OF SERVICES:**

The existing delivered water transmission main is approximately eight miles in length. There are significant portions of the second delivered water transmission main which were subsequently installed. These sections are in service and about four to five miles of the second transmission main is required to be constructed. There are a number of different routes via public road rights-of-way and National Grid easements that could be utilized to complete the second transmission main. This project will consist of a routing study for Delivered Water Transmission Main, Van de Water Treatment Plant to Ball Pump Station.

**A. ENGINEERING SERVICES:**

Consultant shall provide all engineering services necessary to study the routes described below:

1. **Routing Study Report**

- a. The routes to be evaluated for the proposed delivered water transmission main will consist of the following:
  - 1) The five routes previously evaluated in a report titled "48-inch Waterline Routing Study" by Wendel, dated February 1994 will be updated. The routes studied were from Colvin Tank to approximately 3,000 ft east of the intersection of Niagara Falls Blvd and Ridge Lea Rd in the Town of Amherst.
  - 2) Along the route of the existing Delivered Water Transmission Main via Ridge Lea Road, Koenig Road, and Route 290 right-of-way.
  - 3) Another section of the delivered water transmission main is not twinned. This section is between Brookside Terrace West in the City of Tonawanda and Military Road in the Town of Tonawanda. Two alternate routes for this section will also be included in the study.
- b. Consult with the Towns of Tonawanda and Amherst, all utility companies, including National Grid and NRG Energy, highway jurisdictions, and other necessary entities to determine available locations, existing utilities, creek/stream crossings, overhead power lines, structures, topographical changes, possible obstructions, restoration requirements, and permitting.
- c. Consult with NYSDEC and/or USCOE relative to creek crossings and identify approximate limits of state and federal wetlands within all considered routes.
- d. Coordination with other agencies to identify large scale projects which may influence the decision process (NFTA rail extension project, etc.)

- e. Perform “desktop” hydraulic calculations to determine the size of the proposed transmission main such that the proposed main will provide equivalent hydraulic capacity to the existing transmission main.
- f. Consult with New York State Office of Parks, Recreation, and Historic Preservation to determine historic significance of all considered routes.
- g. Review of existing easements of all considered routes.
- h. Prepare report for the proposed delivered water transmission main which summarizes the following:
  - 1) Background and purpose.
  - 2) Findings.
  - 3) Recommendations for route, pipe size, pipe lengths and pipe material.
  - 4) Cost estimates for all options.
  - 5) Project phasing.
  - 6) Preliminary schedule.
  - 7) Requirements for SEQR, SWPPP, subsurface investigations, wetland investigations, corrosion evaluations, maintenance and protection of traffic plans, and NYSDEC and/or USCOE permits.

**B. 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. Detailed wetlands investigations, delineation, and mitigation.
- 13. Pipeline corrosion evaluation.

14. Storm Water Pollution Prevention Plans.
15. Maintenance and Protection of Traffic Plans.
16. Use of the Water Authority hydraulic model for evaluations.
17. Applications for the NYSDEC and/or USCOE permits.
18. Coordination with NYSDEC and NRG Energy regarding site remediation.
19. Inspection and testing of the existing section of the previously installed second Raw Water Transmission Main.

**3. PAYMENT FOR SERVICES:**

**A. ENGINEERING SERVICES**

For services described under Section 2A, 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 report, payment will be monthly based on the percentage of completion up to 90% of the total lump sum amount. The balance will be paid when the final report is submitted to the Authority.

**B. SPECIAL SERVICES**

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

**C. AUDIT**

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

**D. ENGINEERING COST SCHEDULE**

1. Engineering Services

Routing Study	\$58,000
Total Engineering Cost	\$58,000

2. Other Costs:

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

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

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

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

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

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

11. **NEW YORK LAW AND JURISDICTION:** Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Consultant and the Authority shall be governed, interpreted and decided by a Court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.
12. **CONFLICTS OF INTEREST:** The Consultant represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Consultant from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Consultant will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without further liability of the Consultant, except to pay for services actually rendered.
13. **ADDITIONAL CONDITIONS:** The Consultant and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the

services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.

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

15. **INDEPENDENT STATUS:** Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant a partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Consultant shall remain an independent contractor responsible for its own actions. The Consultant is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

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

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

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

16.1 **COMPLIANCE:** The Consultant agrees that the Agreement herein shall be in compliance with and governed by the provisions of Section 2875, 2876 and 2878 of the Public Authorities Law of the State of New York.

16.2 The Consultant further affirms under the penalties of perjury that there was no collusion in the proposal submitted herein to ECWA which forms the basis of the within Agreement.

16.3 The Consultant agrees that the Agreement herein shall be in compliance with the provisions of Section 139-L of the State Finance Law (attached as Exhibit C).

17. **GRATUITIES:** The Consultant prohibits its employees from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstance which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Consultant or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.
18. **NOTICE:** Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.
19. **SEVERABILITY:** If any provision of this agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this agreement shall not be affected thereafter.
20. **TERMINATION:** The Authority reserves the right to terminate this contract in the event it is found that the Certification filed by the Consultant in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of this contract.

**ERIE COUNTY WATER AUTHORITY**

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

**ARCADIS OF NEW YORK, INC.**

By \_\_\_\_\_  
Mark R. Lenz, P.E., Vice President

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

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

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

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

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

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

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

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

**Project Number:** 201900011 & 201900105

**Contract Number:** MP-081

**Description:** January 2, 2019 through December 31, 2020 Secondary waterline optimum path study, Van de Water to Ball / Raw Water Pipe Replacement (Intake to Van de Water)

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.

**Excess Umbrella Liability Insurance:**

\$1,000,000 in the aggregate

\$2,000,000 in the aggregate

\$3,000,000 in the aggregate

\$4,000,000 in the aggregate

\$5,000,000 in the aggregate

**Per Policy**

**Per Project or Job**

**Per Location**

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

\$1,000,000 in the aggregate

\$2,000,000 in the aggregate

\$3,000,000 in the aggregate

\$4,000,000 in the aggregate

\$5,000,000 in the aggregate

**Per Policy**

**Per Project or Job**

**Per Location**

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

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	X	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X				EACH OCCURRENCE \$ AGGREGATE \$
	DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS   OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability Claims Made: Retroactive Date: Occurrence:						Per Specific Agreement Each Claim: Aggregate:

SAMPLE

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

Additional Insured on a Primary and non-contributory basis (General and Auto Liability): Erie County Water Authority  
Additional Insured form CG 20 26 or equivalent.

### CERTIFICATE HOLDER

### CANCELLATION

Erie County Water Authority  
295 Main St, Suite 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.

Attn: Anthony Alessi

AUTHORIZED REPRESENTATIVE

# Understanding New York Workers Compensation Board Workers Compensation and N.Y.S Disability Benefits Liability

This is a brief description for governmental organizations to validate vendor workers compensation and NYS Disability Benefits coverage. These requirements should be used when applying for permits, licenses or secure contracts. Copies should be obtained not only at the initial issuance but at renewal as well. A full instruction manual can be obtained from the Workers Comp Board.

The forms discussed are:

- 1) Form CE-200- Affidavit of Exemption (obtain at: [www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp))
  - Acceptable proof that the business listed is exempt from providing workers' compensation and/or disability insurance coverage.
  
- 2) Workers Compensation
  - Form C-105.2: Certificate of Workers Compensation (WC) (Obtain from your insurance agent)
    - All private NYS licensed workers' compensation carriers are required to issue the C-105.2.
  
  - Form SI- 12: Certificate of WC when self-insured. (Obtain from workers compensation board)
    - Only the Self-Insurance Office of the Workers' Compensation Board issues the SI-12. The Self-Insurance Office can be contacted at **518-402-0247**. **Only one legal name and Federal Employer Identification Number can be listed on each Form SI-12. (Multiple legal entities must not be listed.)**
  
  - Form GSI- 105.2: Certificate of WC when participating in a group self-insured program.
    - The self-insurance administrator of the group completes the form.
  
  - Form U-26.3: Certificate of WC
    - Acceptable proof that the business has workers' compensation coverage through the New York State Insurance Fund. Only available through (NYSIF).
  
- 3) New York State Disability Benefits Law (DBL)
  - Form DB-120.1: Certificate of DBL Insurance (obtain from workers compensation board)
    - The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier. The form can be obtained by contacting the Bureau of Compliance. ([certificates@wcb.state.ny.us](mailto:certificates@wcb.state.ny.us))
  
  - Form DB-155: Certificate of DBL Self-Insurance
    - The Self-Insurance Office of the Workers' Compensation Board issues the DB-155. The Board's secretary will approve the DB-155. The Self-Insurance Office can be contacted at **518-402-0247**.
  
- 4) Exemption 1, 2, 3, or 4 Family, Owner Occupied residence (<http://www.wcb.state.ny.us/content/main/forms/bp-1.pdf>)

NOTE: ACORD Certificates of Insurance are not acceptable proof. Must use one of the forms noted above:



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with sections for: 1a. Legal Name & Address of Insured, 1b. Business Telephone Number of Insured, 1c. NYS Unemployment Insurance Employer Registration Number of Insured, 1d. Federal Employer Identification Number of Insured or Social Security Number, 2. Name and Address of the Entity Requesting Proof of Coverage, 3a. Name of Insurance Carrier, 3b. Policy Number of entity listed in box "1a", 3c. Policy effective period, 3d. The Proprietor, Partners or Executive Officers are included/excluded.

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".

SAMPLE

Will the carrier notify the certificate holder within 30 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

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

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

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

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

Approved by: William Lawley Jr. (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] (Signature) (Date)

Title: Managing Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: (716) 849-8618

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.

## **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.

# SAMPLE



**Certificate of Attestation of Exemption  
From New York State Workers' Compensation  
and/or Disability Benefits Insurance Coverage**

*\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\**

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center"><b>In the Application of (Legal Entity Name and Address):</b></p> <p><b>JOHN SMITH</b> 123 MAIN STREET ALBANY, NY 12207 111-111-1111 Federal ID Number: XXXXX6789</p>	<p align="center"><b>Business Applying For: BUILDING PERMIT</b></p> <p>From: <b>CITY OF ALBANY, DEPT OF BUILDING AND CODES</b> The location of where work will be performed is <b>123 ACME AVENUE, ALBANY, NY 12203.</b> Estimated dates necessary to complete work associated with the building permit are from <b>October 14, 2008 to March 31, 2009.</b> The estimated dollar amount of project is <b>\$25,001 - \$50,000</b></p>
---	--

**Workers' Compensation Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

**Disability Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:

The business is owned by one individual or is a partnership (LLC, LLP, PLLP or a RLLP) under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation, each individual must be an officer and own at least one share of stock) or is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

I, JOHN SMITH, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

<b>SIGN HERE</b>	Signature: _____	Date: _____
<p><b>Exemption Certificate Number</b> <b>2008-00197</b></p>		<p><b>Received</b> <b>October 2, 2008</b> <b>NYS Workers' Compensation Board</b></p>



STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
SELF-INSURANCE OFFICE  
20 PARK STREET - ROOM 206  
ALBANY, NY 12207



(518) 402-0247  
FAX (518) 402-6199

COMPLIANCE WITH DISABILITY BENEFITS LAW  
(Pursuant To Section 210, subd. 4 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	LOCATION OF OPERATION
ADDRESS (HOME OR MAIN OFFICE)	OPERATIONS TO BE COVERED OR ABOUT:

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees in the following manner:

- By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.
- By a combination of approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date:

By: \_\_\_\_\_  
Gina Wagoner  
WC Examiner

DB-133 (3/04)

THIS AGENCY EMPLOYE & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION



**New York State Insurance Fund**

*Workers' Compensation & Disability Benefits Specialists Since 1914*

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100  
Phone: (888) 897-3863

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

AAAAAA

POLICYHOLDER		CERTIFICATE HOLDER	
POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE 01/01/2009 TO 05/01/2010	DATE 1/8/2009

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2058 840-6 UNTIL 05/01/2010, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 05/01/2010 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO BUILDING DEMOLITION.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790  
VALIDATION NUMBER: 107031806

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION  
GROUP SELF-INSURANCE**

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)	1d. Business Telephone Number of Business referenced in box "1a"
	1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1b. Effective Date of Membership in the Group	
1c. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in box "1a"
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)	3. Name and Address of Group Self-Insurer

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

*If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof 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 of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.**

Certified by: \_\_\_\_\_  
(Print name of authorized representative of the Group Self-Insurer)

Certified by: \_\_\_\_\_  
(Signature) (Date)

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only)
1b. Business Telephone Number of Insured
1c. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
3a. Name of Insurance Carrier
3b. Policy Number of Entity Listed in Box "1a"
3c. Policy effective period

4. Policy provides the following benefits
5. Policy covers:

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

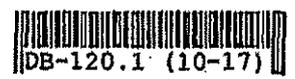
Date Signed By Telephone Number Name and Title

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.

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 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.

FORM DB-155



STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
SELF-INSURANCE OFFICE  
20 PARK STREET - ROOM 206  
ALBANY, NY 12207



(518) 402-0247  
FAX (518) 402-6199

COMPLIANCE WITH DISABILITY BENEFITS LAW  
(Pursuant To Section 220, subd. 8 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
ADDRESS (HOME OR MAIN OFFICE)	LOCATION OF OPERATION
	OPERATIONS TO BEG. ON OR ABOUT:

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees in the following manner:

- By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.
- By a combination of approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date:

By: \_\_\_\_\_  
Gina Wagoner  
WC Examiner

DB-155 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

# Affidavit of Exemption to Show Specific Proof of Workers' Compensation Insurance Coverage for a 1, 2, 3 or 4 Family, Owner-occupied Residence

**\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\***

**Under penalty of perjury**, I certify that I am the owner of the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit that I am applying for, and I am not required to show specific proof of workers' compensation insurance coverage for such residence because (please check the appropriate box):

- I am performing all the work for which the building permit was issued.
- I am not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping me perform such work.
- I have a homeowners insurance policy that is currently in effect and covers the property listed on the attached building permit AND am hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for which the building permit was issued.

I also agree to either:

- ◆ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if I need to hire or pay individuals a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit, or if appropriate, file a CE-200 exemption form; OR
- ◆ have the general contractor, performing the work on the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit that I am applying for, provide appropriate proof of workers' compensation coverage or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if the project takes a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit.

\_\_\_\_\_  
(Signature of Homeowner)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Homeowner's Name Printed)

Home Telephone Number \_\_\_\_\_

Property Address that requires the building permit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<p>Sworn to before me this _____ day of _____, _____.</p> <p>_____ (County Clerk or Notary Public)</p>
--

Once notarized, this BP-1 form serves as an exemption for both workers' compensation and disability benefits insurance coverage.

LAWS OF NEW YORK, 1998  
CHAPTER 439

The general municipal law is amended by adding a new section 125 to read as follows:

125. ISSUANCE OF BUILDING PERMITS. NO CITY, TOWN OR VILLAGE SHALL ISSUE A BUILDING PERMIT WITHOUT OBTAINING FROM THE PERMIT APPLICANT EITHER:

1. PROOF DULY SUBSCRIBED THAT WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS COVERAGE ISSUED BY AN INSURANCE CARRIER IN A FORM SATISFACTORY TO THE CHAIR OF THE WORKERS' COMPENSATION BOARD AS PROVIDED FOR IN SECTION FIFTY-SEVEN OF THE WORKERS' COMPENSATION LAW IS EFFECTIVE; OR

2. AN AFFIDAVIT THAT SUCH PERMIT APPLICANT HAS NOT ENGAGED AN EMPLOYER OR ANY EMPLOYEES AS THOSE TERMS ARE DEFINED IN SECTION TWO OF THE WORKERS' COMPENSATION LAW TO PERFORM WORK RELATING TO SUCH BUILDING PERMIT.

## Implementing Section 125 of the General Municipal Law

### 1. General Contractors -- Business Owners and Certain Homeowners

For businesses and certain homeowners listed as the general contractors on building permits, proof that they are in compliance with Section 57 of the Workers' Compensation Law (WCL) is ONE of the following forms that indicate that they are:

- ◆ insured (C-105.2 or U-26.3),
- ◆ self-insured (SI-12), or
- ◆ are exempt (CE-200),

under the mandatory coverage provisions of the WCL. Any residence that is not a **1, 2, 3 or 4 Family, Owner-occupied Residence** is considered a business (income or potential income property) and must prove compliance by filing one of the above forms.

### 2. Owner-occupied Residences

For homeowners of a **1, 2, 3 or 4 Family, Owner-occupied Residence**, proof of their exemption from the mandatory coverage provisions of the Workers' Compensation Law when applying for a building permit is to file form BP-1.

- ◆ Form BP-1 shall be filed if the homeowner of a **1, 2, 3 or 4 Family, Owner-occupied Residence** is listed as the general contractor on the building permit, and the homeowner:
  - ◇ is performing all the work for which the building permit was issued him/herself,
  - ◇ is not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping the homeowner perform such work, or
  - ◇ has a homeowner's insurance policy that is currently in effect and covers the property for which the building permit was issued AND the homeowner is hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued.
- ◆ If the homeowner of a **1, 2, 3 or 4 Family, Owner-occupied Residence** is hiring or paying individuals a total of **40 hours or MORE** in any week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued, then the homeowner may not file the "Affidavit of Exemption" form, BP-1(11/04), but shall either:
  - ◇ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit (the C-105.2 or U-26.3 form), OR
  - ◇ have the general contractor, (performing the work on the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit) provide appropriate proof of workers' compensation coverage, or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit.

STATE OF NEW YORK - WORKERS' COMPENSATION BOARD  
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA  
NOTICE OF COMPLIANCE  
WORKERS' COMPENSATION LAW

AVISO DE CUMPLIMIENTO  
LEY DE COMPENSACION OBRERA

TO EMPLOYEES

A EMPLEADOS

IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.

INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL MIENTRAS TRABAJAN.

1. By posting this notice and information concerning your rights as an injured worker, your compliance with the Workers' Compensation Law.
  2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
  3. You are entitled to obtain any necessary medical treatment and should do so immediately.
  4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
  5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.
  6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
  7. You should not pay any medical providers directly. They should send their bills to your employers insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.
  8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
  9. If you have difficulty in obtaining a claim form or need help in filling it out or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.
1. Su patrono esta cumpliendo la Ley de Compensacion Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.
  2. Si usted no notifica a su patrono dentro del termino de 30 dias de haber sufrido su lesion su reclamacion podria ser desestimada, por eso notifique inmediatamente.
  3. Usted tiene derecho a recibir cualquier tratamiento medico necesario relacionado con su lesion y debe gestionarlo inmediatamente.
  4. Para el tratamiento de cualquier lesion o enfermedad relacionada con el trabajo usted puede escoger cualquier medico, podiatra, quiropractico o psicologo (si es referido por un medico autorizado) que esta autorizado y acepte pacientes de la Junta de Compensacion Obrera. Sin embargo, si su patrono esta autorizado a participar en una organizacion certificada de proveedores preferidos (PPO), usted debera obtener tratamiento inicial por cualquier lesion o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquiera de estos programas establecidos por ley estan obligados a proveer a sus empleados notificacion escrita aplicando sus derechos y obligaciones bajo el programa que este acogido.
  5. Usted debera recibir de su Medico que radique copias de los informes medicos de su caso en la Junta de Compensacion Obrera y en la compania de seguros de su patrono, que se indica al final de esta forma.
  6. Usted tiene derecho a compensacion si su lesion relacionada con el trabajo le impide trabajar por mas de siete dias, le obliga a trabajar a sueldo mas bajo o resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitacion si necesita ayuda para regresar al trabajo.
  7. No pague a ningun proveedor medico directamente por tratamiento de su lesion o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor debera esperar hasta que la Junta decida el caso, antes de iniciar gestion de cobro alguna contra usted. Si usted no tramita su caso o la Junta con el trabajo, usted podria ser responsable del pago de las facturas.
  8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado o por representante licenciado si usted asi lo desea. Si es representado, no pague al abogado o al representante licenciado. Cuando la Junta decida su caso, los honorarios seran determinados por la Junta y descontados de sus beneficios.
  9. Si tiene dificultad en conseguir un formulario de reclamacion o necesita ayuda para llenarlo o tiene dudas sobre cualquier situacion relacionada con una lesion o enfermedad comuniquese con la oficina mas cercana de la Junta.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Menands - (866) 750-5157  
• Brooklyn, 11201 - Ill Livingston St. - Brooklyn - (800) 877-1373  
Binghamton, 113901 - State Office Bldg. - 44 Hawley St. - (866) 802-3604  
Buffalo, 14202 - Statter Tower, 107 Delaware Ave. - (866) 211-0645  
• Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354  
• Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630  
• New York, 10027 - 215 W. 1125th St., Manhattan - (800)-877-1373  
• Peekskill, 10566 - 41 North Division St. (866) 746-0552  
• Queens, 11432 - 168-46 91st Ave., Jamaica (800) 877-1373  
Rochester, 14614 - 130 Main Street West - (866) 211-0644  
Syracuse, 13203 - 935 James St. - (866) 802-3730

• DOWNSTATE MAIL ADDRESS

Claims-related mail for the Hauppauge, Hempstead, Peekskill and all NYC offices should be mailed to:  
PO Box 5205 Binghamton, NY 13902-5205

ARY S. WEISS CHAIR/PRESIDENT ZACH

Workers' Compensation benefits, when due, will be paid by

( Los beneficios de Compensacion Obrera, cuando debidos, seran pagados por):

**SAMPLE**

Effective From (En vigor Desde) ----- To -----  
(Hasta Cancellation)

Policy No. (Poliza No) -----

C-105(4-09)  
S.I.F. U-30e  
"U30SIF/SN"

PRESCRIBED BY CHAIR  
WORKERS' COMPENSATION BOARD www.web.state.ny.us  
STATE OF NEW YORK

Name of employer (Nombre del patrono)

**THIS NOTICE MUST BE POSTED  
CONSPICUOUSLY IN AND ABOUT THE  
EMPLOYER'S PLACE OR PLACES OF  
BUSINESS**

Failure by an employer to post this notice in and about the employer's place or places of business may result in a \$250 penalty for each violation.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

NOTICE OF COMPLIANCE  
DISABILITY BENEFITS LAW  
TO EMPLOYEES

1. If you are unable to work because of an illness or injury not work-related, you may be entitled to receive weekly benefits from your employer, or his or her insurance company, or from the Special Fund for Disability Benefits.
2. To claim benefits You must file a claim form, within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Use one of the following claim forms:  
-If, when your disability begins you are employed or are unemployed for four weeks or less, use WHITE claim form (Form DB-450), which you may obtain from your employer, his or her insurance carrier, your health provider or any office of the Workers' Compensation Board, and send it to your employer or the insurance carrier named below.  
-If, when your disability begins, you have been unemployed more than four weeks, use the GREEN claim form (Form DB-300), which you may obtain from any Unemployment Insurance Office, your health provider, or any office of the Workers' Compensation Board. Send completed claim form to the Workers' Compensation Board, Disability Benefits Bureau Albany, New York 12241.  
**IMPORTANT** Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the claim form, showing your period of disability.
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271).
7. Other information about Disability Benefits may be obtained by writing or calling the nearest Workers' Compensation Board Office.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Menands - (518) 474-6681  
 Binghamton, 13901 - State Office Bldg - 44 Hawley St. - (607) 721-8333  
 Buffalo, 14203 - State Office Bldg - 125 Main St - (716) 847-3171  
 Hempstead, 11550 - 175 Fulton Avenue - (516) 560-7145  
 Rochester, 14614 - 130 Main Street West - (716) 248-5100  
 Syracuse, 13202 - State Office Bldg - 333 E. Washington St. - (315) 428-4465

ESTADO DE NUEVA YORK  
JUNTA DE COMPENSACIÓN OBRERA

AVISO DE CUMPLIMIENTO  
LEY DE BENEFICIOS POR INCAPACIDAD  
A LOS EMPLEADOS

1. Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir, beneficios semanales de su patrón o de la compañía de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
2. Para reclamar beneficios usted debe Presentar una forma de reclamación, dentro de 30 días a Partir de la Primera fecha de su incapacidad, pero en ningún caso más de 26 semanas de dicha fecha.
3. Use una de las siguientes formas de reclamación:  
-Si, cuando comience su incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación BLANCA (form DB-450), la cual puede obtener de su patrón o de la compañía de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y envíela a su patroh o a la compañía de seguros nombrada abajo.  
-Si, cuando comience su incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación VERDE (form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o bien de cualquier oficina de la Junta de Compensación Obrera Envíe la forma de reclamación, debidamente terminada, a Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241.  
**IMPORTANTE** Antes de presentar usted su reclamación, es necesario que su proveedor de salud complete la declaración del médico ("Health Care Provider's Statement") en la forma de reclamación, indicando el periodo de su incapacidad.
4. Usted tiene derecho a ser tratado por cualquier medico, quiropráctico, dentista, enfermera-partera, podiatra o psicologo que usted elija. Pero, con excepción a la compensación obrera, sus cuentas médicas no serán pagadas a menos que su patrón y/o Unión haga el pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.
5. Si estuviera usted enfermo o lesionado durante el tiempo que esté recibiendo beneficios del Seguro de Desempleo, presente una reclamación para Beneficios por Incapacidad, siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.
6. Si usted está desempleado por más de siete días, su patrón está obligado a enviarle la declaración de Derechos de Beneficios por incapacidad (Form DB-271).
7. Otras informaciones relativas a Beneficios por incapacidad pueden obtenerse escribiendo o llamando a la oficina mas cercana de la Junta de Compensación Obrera.

*Robert R. Snashall*  
**Robert R. Snashall**  
 Chairman (Presidente)

The undersigned employer is in compliance with the provisions of the Disability Benefits Law (El patrón abajo firmante esta en conformidad con las disposiciones de la ley de Beneficios por Incapacidad).

Disability Benefits, when due, will be paid by ( Los Beneficios por Incapacidad, cuando debidos, serán pagados por):

The benefits provided are (Los beneficios provistos son)

<input type="checkbox"/>	Statutory (Estatutarios)	<input type="checkbox"/>	Under a Plan or Agreement (Bajo un Plan o Convenio)
--------------------------	-----------------------------	--------------------------	--

Class(es) of employees covered (Clasé(s) de empleados amparados)

**ALL EMPLOYEES ELIGIBLE UNDER NY DBL**

Name of employer (Nombre del Patrón)

SAMPLE

Effective: From ( \_\_\_\_\_ ) To UNTIL CANCELLED  
 (En Vigor Desde) (HASTA)

Policy No \_\_\_\_\_  
 (Pollza No.)

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES  
PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

LA JUNTA DE COMPENSACIÓN OBRERA EMPLEA Y SIRVE  
A PERSONAS INCAPACITADAS SIN DISCRIMINAR.

By *W. J. Q.*

**Erie County Water Authority  
ACORD Endorsement Samples**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

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

WHO IS AN INSURED (Section II) 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" for that insured by or for you.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

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

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

SAMPLE ISO FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

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

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

**B. Changes In Definitions**

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

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

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

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

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to

of

Dated at  
This \_\_\_\_\_ day of \_\_\_\_\_

Amending Policy No. \_\_\_\_\_ Effective Date \_\_\_\_\_

Telephone Number \_\_\_\_\_ Countersigned by \_\_\_\_\_  
Authorized Company Representative

Name of Insurance Company \_\_\_\_\_

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by  
"☒", for the limits shown:

This insurance is primary and the company shall not be liable for amounts in excess of  
\$ \_\_\_\_\_ for each accident.

This insurance is excess and the company shall not be liable for amounts in excess of  
\$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_  
for each accident.

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

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

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

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

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

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

**PROPERTY DAMAGE** means damage to or loss of use of tangible property.

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

**PUBLIC LIABILITY** means liability for bodily injury, property damage, and environmental restoration.

**ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980**

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

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

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

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

**THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.**

The limits shown in the schedule are for information purposes only.

**ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980**

**SCHEDULE OF LIMITS  
Public Liability**

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

## **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 Agreement price.

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

**SPECIFIC TERMS OF ACCEPTANCE:**

This Agreement constitutes the entire agreement between the parties.

**EXHIBIT C**

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

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

SEXUAL HARASSMENT BIDDING CERTIFICATION

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

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

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

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

(SEAL)