

**REQUEST FOR PROPOSALS  
FOR CONSULTING ENGINEERING SERVICES**

**CONSTRUCTION INSPECTION FOR  
SERVICE LINE INVESTIGATION AND LEAD SERVICE LINE REPLACEMENT  
PROGRAM  
(2025 AND 2026)**

**ECWA Project No. 202500006**

**General**

The Erie County Water Authority (Authority) is seeking Proposals for consulting engineering services for the Resident Inspection and General Services Support for the Authority's Service Line Investigation and Lead Service Line Replacement Program for 2025 and 2026. The Authority anticipates awarding two separate two-year contracts.

The Authority reserves the right to modify or cancel this Request for Proposals and/or the project; to reject any or all proposals; and to waive any or all irregularities. This Request for Proposals does not obligate the Authority to award a contract for the project or to reimburse any costs associated with the preparation of any proposal.

The Request for Proposals (RFP) is being conducted pursuant to the New York State Finance Law §§139-j and 139-k and the Erie County Water Authority's Procurement Disclosure Policy. The Procurement Disclosure Policy is available by accessing the Erie County Water Authority's web site – <http://www.ecwa.org>, under the caption "Doing Business with ECWA".

**Project Description**

The Authority, over the next several years, will be focusing on identifying service line material and the removal of lead services. This project will involve up to three consulting service contracts over a period of two years. The first two contracts, referred to as the Investigation/Replacement Contracts will consist of investigating services and if necessary, completing the replacement of those services which have been identified to contain lead. It is anticipated that under these contracts, approximately 1,000 services will be investigated in 2025 and up to 2,000 services in 2026 and as lead services are identified by the contractor, they will be replaced under the same contract. Both partial replacements (watermain to curb box or curb box to meter) and full-length replacements (watermain to meter) are anticipated during this project. It is anticipated that in conjunction with these contracts, the Authority will also award a minimum of two construction contracts each year, each of which will be designed and bid by the Authority Engineering Department.

Concurrently, the Authority will also be completing service material investigations and curb box replacements, referred to as the Curb Box Replacement Contract, in areas of the system with

unknown service line materials. In support of this effort, the Authority anticipated awarding a third consulting contract for a period of up to two years.

This RFP is for Resident Inspection services and associated record keeping for each Investigation/Replacement contract and the Curb Box Replacement contract as well as assistance as necessary with General Services for the Investigation/Replacement contract only. It is expected that the Authority Engineering Department will handle most of the Construction Administration services for all contracts.

### **Scope of Work**

The general scope of work is described in the example Professional Services Contract included as Attachment 1. The methods of payment shall be per the Professional Services Contract. Please provide an Appendix B with titles specific to your firm.

### **Information Requests**

All questions and requests for information are to be directed to the designated ECWA Contact Person, Michael J. Quinn, PE, Senior Distribution Engineer, at 716-685-8203 (email: [mquinn@ecwa.org](mailto:mquinn@ecwa.org)), in accordance with New York State Finance Law §§139-j and 139-k. A pre-proposal meeting will not be held for this project, but individual site inspections can be requested by prospective bidders.

### **Proposal Requirements**

Proposals are to be concise, specific and straightforward. All pertinent information is to be contained in the proposal. The use of artwork, special covers, and extraneous information in the proposals is discouraged. Proposals are to remain valid for a minimum of 60 days. Page limits, for each proposal section, are included below. Each proposal is to include the following:

- Item 1 - Qualifications and related experience, particularly on the type of projects outlined above. Include a minimum of three references for similar work including project name, location, contact person, budget, date of completion, and state the relevance to this project.
  - Item 1 Page Limit – 3 pages, including related project summaries.
  
- Item 2 - Project staffing for all key office personnel. It is anticipated that the role of the office staff will be to coordinate field staffing and provide General Services support. Provide the office of each proposed project staff member and the location(s) where work will be performed. Provide a brief summary of experience applicable to this project. Indicate personnel role on the projects listed under Item 1 above.
  - Item 3 Page Limit – 2 pages; Resumes for key staff members may be provided as an appendix; limit each staff member's resume to 2 pages.

- Item 4 - Qualifications of resident inspector(s) including applicable education, training, experience, and certification. Refer to Article 3.05 of the Agreement for further information on resident inspector qualifications.
  - Item 4 Page Limit – 2 pages, including resident inspector’s resume.
- Item 5 - Work performed for the Water Authority in 2022, 2023, and 2024.
  - Item 5 Page Limit – 1 page.
- Item 6 - Current remaining workload with the Erie County Water Authority.
  - Item 6 Page Limit – 1 page.
- Item 7 - Completed Forms regarding Public Authorities Law §§ 2875, 2876, and 2878, and State Finance Law §§ 139-j and 139-k, and Unlawful Discriminatory Practices per Attachment 1, Appendix A.
- Item 8 - Proof of insurance in accordance with Erie County Water Authority Insurance Requirements for Professional Services per Attachment 1, Appendix C.
- Item 10 - Fee proposal which is to include a detailed breakdown of engineering fees for each task and subtask, showing personnel (including title/grade), hours, hourly rates (billing and direct labor), overhead rates, and subcontractor costs for each task. Include multiple subtask items as necessary to convey effort provided by individual personnel.

Provide information on direct costs including estimated total direct cost for non-lump sum tasks. Note that the direct labor multiplier for resident inspection shall be limited to 2.80. The contract also includes a \$25,000 Contingency allowance.

- Item 10 Page Limit – 1 page.

Proposals shall include the following chart for comparison purposes:

CONSULTANT YEARLY RATE AND FEE SUMMARY			
	2025 Rate (\$/hr)	2026 Rate (\$/hr)	Total Fee (Estimated hours x rate)
Resident Inspections – Investigation/Replacement Contract (Estimate 1,700 man-hours per year)			
Resident Inspections – Curb Box Replacement Contract (Estimate 1,200 man-hours per year)			

CONSULTANT YEARLY RATE AND FEE SUMMARY			
	2025 Rate (\$/hr)	2026 Rate (\$/hr)	Total Fee (Estimated hours x rate)
General Services Support - Investigation/Replacement Contract (Estimate 300 man-hours per year)			
General Services Support - Curb Box Replacement Contract (Estimate 100 man-hours per year)			
Contingency Allowance	NA	NA	\$25,000.00
<b>TOTAL</b>			

**Proposals will be accepted until 4:00 p.m. on Wednesday, February 5, 2025.** Three hard copies of the proposal and one digital .pdf file (on a USB flash drive) are to be delivered to Erie County Water Authority, 3030 Union Road, Cheektowaga, NY 14227 to the attention of Mr. Leonard F. Kowalski, PE, Executive Engineer. Proposals received after this time will not be considered and will be returned unopened. All proposals being mailed (including Federal Express, UPS, Priority Mail, etc.) or hand delivered shall be directed to the attention of Mr. Kowalski in a sealed envelope and be clearly marked on the outside of the mailing or hand delivered envelope as follows: **“PROPOSAL: INSPECTION SERVICES FOR SERVICE LINE INVESTIGATION AND LEAD SERVICE REPLACEMENT PROGRAM (2025 and 2026) (PN 202400006)”**

### **Evaluation and Selection**

All proposals will be evaluated by a small in-house committee made up of Water Authority personnel familiar with the proposed project. Interviews and/or presentations of the proposals will be requested if needed. The proposals will be evaluated based on the criteria listed above.

The final scope of work and fee for the engineering services for the project will be negotiated with the selected firm. Professional Service Contracts will then be executed pending successful negotiation and authorization by the Water Authority Board of Commissioners. All firms submitting a proposal will be notified of the selection results. It is anticipated that the selection process will be completed in February 2025, and that the agreement will be executed in March 2025.

**ERIE COUNTY WATER AUTHORITY**  
**REQUEST FOR PROPOSALS – ATTACHMENT 1**  
**SAMPLE AGREEMENT**

## ATTACHMENT 1

*This is a sample Agreement. All shaded provisions are examples for illustration purposes only and will be changed to reflect the appropriate agreement between the Authority and the Engineer awarded the contract.*

Project No. XXXXXXXX  
Contract XX-XX

### PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

This Agreement, effective as of DATE OF BOARD APPROVAL (“Effective Date”), is by and between

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

hereinafter referred to as the “Authority,” and

**XYZ ENGINEERING FIRM**  
0000 Street, Suite 000  
City, State, ZIP

hereinafter referred to as the “Engineer.”

The Authority project, for which engineering services are to be provided under this Agreement, relates to the construction inspection and general services support for the Authority’s Service Line Investigation and Lead Service Line Replacement Program (2025 and 2026) project (the “Project”).

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

#### ARTICLE 1 – THE PROJECT

**1.01** The Engineer shall provide engineering services for the construction phase of the Authority’s Lead Service Line Investigation and Replacement Program (2025 and 2026). The Engineer shall oversee all work involved in this Project including, but not limited to:

- A. Resident Inspection (Investigation/Replacement and Curb Box Replacement Contracts)
- B. General Services Support.

**1.02** The Engineer shall provide Resident Inspection services at locations throughout the Authority Direct Service Area. It is anticipated that construction work in 2025 will occur in the City of Tonawanda and the Town of Cheektowaga/Village of Depew. The scope and location of the investigation/replacement work in 2026 has yet to be determined. The locations for the curb box replacements has yet to be determined but the Engineer shall assume that the work could be completed throughout the Authority Direct Service and Lease Manage areas. The Engineer shall also provide, as needed, General Services assistance and assist in the coordination with Local, County and State Highway Departments as well as assist with public outreach and coordination with property owners where the work will be completed.

## **ARTICLE 2 – COMPLIANCE STANDARDS**

### **2.01 Standard of Performance**

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

### **2.02 Compliance with Laws and Regulations, and Policies and Procedures**

- A. The Authority and the Engineer shall comply with all applicable federal, state or local laws and regulations and all applicable Authority policies and procedures.
- B. The Engineer shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority’s Request for Proposals, the Engineer submitted and signed the Public Authorities Law forms, a copy of which are attached to and incorporated in this Agreement as Appendix A.
- C. The Engineer shall comply with the provisions set forth in State Finance Law §§ 139-j and 139-k. In response to the Authority’s Request for Proposals, the Engineer submitted and signed Forms A, B, and C, a copy of which is attached to, and incorporated in, this Agreement as Appendix A.
- D. By executing this Agreement, the Engineer affirms under the penalties of perjury that there was no collusion in the proposal submitted to the Authority, upon which forms the basis of this Agreement.

- E. The Engineer shall comply with the provisions of the Human Rights Law (Executive Law § 290, *et. seq.*) and Labor Law § 201-g of the laws of the State of New York. In response to the Authority's Request for Proposals, the Engineer submitted and signed the Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement, as Appendix A.
- F. The Engineer shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.
- G. The Authority shall provide the Engineer in writing any and all Authority policies and procedures applicable to the Engineer's performance of services under this Agreement. The Engineer agrees to comply with such policies and procedures to the extent compliance is not inconsistent with professional practice requirements.
- H. If the Engineer, its employees, agents and/or subcontractors, wish to access any Authority property, they must notify the Authority's Security Officer and provide the following information: (a) government-issued photo identification for all site visitors; (b) a detailed statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority Property without the authorization of the Authority and/or its Security Officer. While on Authority property, the Engineer's employees, representatives and engineers shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

**2.03** Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Engineer, its employees, and agents shall comply with all health safety rules and regulations adopted by the State of New York, the County of Erie, or the Authority including, but not limited to, completing a health screening questionnaire, using a personal protective face mask, or complying with any testing or vaccination requirements, before entering any Authority worksite.

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

### **ARTICLE 3 – SCOPE OF SERVICE**

**3.01** **Kick-off Meeting.** Prior to rendering any professional services, the Engineer will conduct a kickoff meeting with Authority personnel.



**3.02 Resident Inspections:** Upon authorization from the Authority, the Engineer shall furnish a minimum of one full-time Resident Project Engineer (RPE) for all contracts who will conduct technical inspection of the construction work relating to the Project.

A. *Engineer's duties and responsibilities:* The Engineer, through the RPE's observations, shall protect the Authority against defects and deficiencies in the construction work.

B. *RPE's duties and responsibilities:*

1. The RPE shall not:

- a. Authorize any deviation from the contract documents or substitution of materials or equipment (including "or-equal" items), without written approval by the Authority and the Engineer.
- b. Exceed limitations of Engineer's authority as set forth in this Agreement.
- c. Undertake any of the responsibilities of the construction contractors, subcontractors, or suppliers.
- d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the contractor's work.
- e. Advise on, issue relating, or assume control over security or safety practices, precautions, and programs in connection with the activities of the Authority or its contractors.
- f. Participate in specialized field or laboratory tests or inspections conducted off-site by others.
- g. Accept shop drawings or sample submittals from anyone other than the contractor.

2. The RPE shall:

- a. Provide assistance with the Authority's review of the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values prepared by the contractor.
- b. Attend meetings with contractor and subcontractors, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
- c. Provide email updates to the Engineer and the Authority regarding meetings with contractor and subcontractors.

- d. Conduct daily on-site inspections of all construction work in progress.
- e. Prepare daily inspection reports to determine if the construction work is progressing in accordance with contract documents.
- f. Provide documentation, including photographs for each service investigated. The documentation will be uploaded to the Authority via a file transfer site or other platform as determined appropriate by Authority and Consultant staff.
- g. Provide completed Authority Service Record forms for all services investigated and/or replaced during the project. A copy of the Capital Project Service Connection Form is included as Appendix D.
- h. Review contractor payment request to confirm payment items and quantities and make recommendations for payment by the Authority. The Authority staff will process all payment requests following recommendation by the Consultant.
- i. Coordinate with Local, County and State Highway Departments.
- j. Assist with public outreach and coordination with property owners/residents as necessary during construction including but not limited to providing notice of upcoming work, internal plumbing inspections to determine service material at the meter and assistance with explanation of lead service line replacement program and flushing procedures.
- k. Report to the Authority and the Engineer whenever the RPE believes any portion of the construction work will not produce a completed Project, conforming with the contract documents or will imperil the integrity of the Project design as a functioning whole as indicated in the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made.
- l. Advise the Authority and the Engineer whether any part of the construction work in progress should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection, or approval.
- m. Report to the Engineer and the Authority when clarifications and interpretations of the contract documents are needed and transmit to the contractor clarifications and interpretations as issued by Engineer.
- n. Advise the Engineer and the contractor of the commencement of any portion of the construction work requiring a Shop Drawing or Sample submittal for which RPE believes that the submittal has not been approved by the Authority.

- o. Participate in visits to the project to determine substantial completion, assist in the determination of substantial completion and the preparation of lists to be completed or corrected. Participate in a final visit to the Project with Authority personnel; and prepare a final list of items to be completed and deficiencies to be remedied.
- p. Observe whether all items on the final list have been completed or corrected and make recommendations to the Authority concerning acceptance of the Project and final payment.

### **3.03 General Services Support**

- A. It is anticipated that the Authority Engineering Department will complete most of the General Services tasks, however, at the direction of Authority staff, the Engineer will be asked to complete the following types of services:
  - 1. Review contractor's schedule for construction of the project.
  - 2. Give consultation and advice to the Authority during construction.
  - 3. Prepare elementary sketches and supplementary sketches, if required, to resolve actual field conditions encountered.
  - 4. Provide support to the RPE as required, in particular with the public outreach and coordination with property owners and ECWA customers, and the required documentation for each service.
  - 5. Review the contractor's submittals of material and/or equipment for compliance with the Engineer's design concept and take appropriate action such as, but not limited to: "approved," "approved as corrected," "revise and resubmit," or "not approved".
  - 6. The Engineer will review applications for payment with the Contractor for compliance with the established procedure for their submission and forward recommendation to the Authority, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered to the Project site but not incorporated in the work.
  - 7. Notify the Authority when a change in the work is proposed which will cause an adjustment in the contract cost. Evaluate whether the proposed change is justified and reasonable, and if necessary, prepare change orders, field directives, and make recommendations for approval. Discuss changes in the plans or procedures authorized by the Engineer with the Authority prior to implementation. Obtain approval for all change orders from the Authority's Board of Commissioners prior to implementation.

8. Assist the Authority as an expert witness in litigation arising from Project construction.

**3.04 Contingency Allowance:** The Engineer may use contingency allowance when the original scope of work for the Project was not sufficient to allow for subsequent changes in design to improve the completed Project. The Engineer may use the contingency allowance to accommodate specific design modifications necessary for overall project completeness. The Engineer may only use contingency allowance following review and approval of the Authority’s Engineering Department, Chief Operating Officer or, in their absence, the Executive Engineer in an amount approved by the Authority’s Chief Financial Officer or, in their absence, the Comptroller.

**ARTICLE 4 – PAYMENT OF PROFESSIONAL SERVICES**

**4.01 Resident Inspection and General Services Support:** For services described under §3.02 and §3.03 of this Agreement, the Authority shall pay the Engineer the payable hourly rates listed in Appendix B for the year in which the services are rendered and direct non-salary expenses. For Resident Inspection Services only, overtime premium will be paid at 50% of the Resident Inspectors’ direct hourly rate in addition to the payable hourly rate listed in Appendix B. Payment for General Services Support and Resident Inspection and expenses will be made monthly.

**4.02 Contingency Allowance:** For services described under § 3.04, of this Agreement, the Authority shall pay the Engineer for services pre-approved by the Authority’s Chief Operating Officer or, in their absence, the Executive Engineer in an amount approved by the Authority’s Chief Financial Officer or, in their absence, the Comptroller.

- A. When the Engineer is performing the services described in § 3.04 of this Agreement, such services will be billed at the fixed rates included in Appendix B of this Agreement.
- B. When the Engineer obtains services from a third party, the Engineer will be reimbursed based on the actual invoice cost paid by the Engineer, plus 5%.

**4.03 Engineering Cost Schedule:**

- A. ***Engineering Costs:***

CONSULTANT YEARLY RATE AND FEE SUMMARY			
	2025 Rate (\$/hr)	2026 Rate (\$/hr)	Total Fee (Estimated hours x rate)
Resident Inspections – Investigation/Replacement Contract (Estimate 1,700 man-hours per year)			

CONSULTANT YEARLY RATE AND FEE SUMMARY			
	2025 Rate (\$/hr)	2026 Rate (\$/hr)	Total Fee (Estimated hours x rate)
Resident Inspections – Curb Box Replacement Contract (Estimate 1,200 man-hours per year)			
General Services Support - Investigation/Replacement Contract (Estimate 300 man-hours per year)			
General Services Support - Curb Box Replacement Contract (Estimate 100 man-hours per year)			
Contingency Allowance	NA	NA	\$25,000.00
<b>TOTAL</b>			

**B. Other Costs (2025 and 2026):**

- |   |                      |
|---|----------------------|
| 1. Estimated Mileage (IRS rate)                         | [Insert\$]           |
| 2. Estimated Copy Costs (per copy)                      | [Insert\$]           |
| 3. Prints (per print)                                   | [Insert\$]           |
| 4. Subcontractor Expenses, invoiced as special services | Cost plus 5% maximum |
| 5. Other Direct Non-Salary Costs                        | At cost              |

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

**ARTICLE 5 – GENERAL PROVISIONS**

**5.01 Subcontract and Assignments:** The Engineer may not subcontract or delegate any of the work, services, and/or other obligations of the Engineer without the express written consent of the Authority’s Executive Staff. The Authority and the Engineer bind themselves and their successors,

administrators and assigns to the terms of this Agreement. The Engineer shall not assign, sublet, or transfer its interest in the Agreement without the written consent of the Authority.

**5.02 Amendments:** Any modification or variation from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

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

**5.04 Indemnification:**

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

**5.05 Confidential Information:**

- A. To assist the Engineer in the performance of this Agreement, the Authority may provide the Engineer with confidential information including, but not limited to information relative to the services to be performed. All information received by the Engineer in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, are considered confidential. The Engineer shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performance of services including but not limited to information relative to the services to be performed.
- B. The Engineer shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Engineer shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the Engineer's benefit or for the benefit of others shall be permitted.

- C. In no event is the Engineer authorized to disclose confidential information without the prior written approval of the Authority. The Engineer may provide such information to its subcontractors for the purpose of performing the services; or disclose such information, with notice to the Authority, if such information is required to be disclosed by law or court order.
- D. The terms of this section shall be binding during and after the expiration or termination of this Agreement.

**5.06 Insurance:**

- A. The Engineer agrees to secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix C.
- B. The Engineer agrees to provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services.
- C. The Engineer agrees to provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Engineer agrees to provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.

**5.07 Copyrights, Trademarks and Licensing:** The Engineer agrees all materials or work product produced under this Agreement, whether produced by the Engineer alone or with others, and regardless of whether produced during regular working hours, shall be considered work made for hire and the property of the Authority. The Engineer shall, during and after the terms of this Agreement, assign to the Authority, without further consideration, all right, title and interest in all material produced under this Agreement. All material produced under this Agreement shall be and remain the property of the Authority whether registered or not.

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

**5.09 Conflicts of Interest:** The Engineer represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the

services, or which would prevent the Engineer from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Engineer will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment of services already rendered by the Engineer. So long as the Engineer reports such a conflict as required by this section, the Engineer will have no further obligations for completing the scope of services under the terms of this Agreement.

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

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

**5.12 Independent Status:**

- A. Nothing contained in the Agreement shall be construed to render either the Authority or the Engineer, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Engineer shall remain an independent contractor responsible for its own actions. The Engineer is retained by the Authority only for the purpose and to the extent set forth in this Agreement.
- B. The Engineer is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in Article 4.
- C. Neither the Engineer nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.
- D. In providing the services under this Agreement, the Engineer represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Engineer agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Engineer further represents and warrants that any income accruing to the Engineer and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.



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

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

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

**ARTICLE 6 – SEVERABILITY**

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

**ARTICLE 7 – TERMINATION**

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

**ERIE COUNTY WATER AUTHORITY**

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

< *insert name of Engineer* >

By \_\_\_\_\_

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

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

**STATE OF NEW YORK**            )  
**COUNTY OF \_\_\_\_\_**         ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, New York, that he/she is the \_\_\_\_\_ of the Corporation described in the above instrument; and that he signed his/her name thereto by order of the Board of Directors of said Corporation.

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

**APPENDIX A**  
**RESPONSE TO RFP**  
**REQUIRED FORMS**

*< Consultant's RFP response including the following required forms to be inserted here >*

**NON-COLLUSIVE BIDDING CERTIFICATION**  
**as mandated by Public Authority Law § 2878**

By submission of this bid or proposal, each bidder/respondent and each person signing on behalf of any bidder/respondent certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid or proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/respondent or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder/respondent and will not knowingly be disclosed by the bidder/respondent prior to opening, directly or indirectly, to any other bidder/respondent or to any competitor; and
- (3) No attempt has been made or will be made by the bidder/respondent to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

**NOTICE**

(Penal Law § 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

Affirmed under penalty of perjury this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_ ZIP \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TYPED NAME OF AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ TELEPHONE No. \_\_\_\_\_

**SECTION 2875 OF THE PUBLIC AUTHORITIES LAW**

**§2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.**

A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
  
- (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

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

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

(SEAL)

## SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

### §2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

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

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

(SEAL)

## FORMS A, B, and C

### STATE FINANCE LAW REQUIREMENTS

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

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

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

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

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

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

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



**FORM A**

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

**Instructions:**

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

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

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FORM B**

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

**Instructions:**

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

**Offerer Certification:**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

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

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**Instructions:**

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

**FORM C (Continued)**

**Offerer's Disclosure of Prior Non-Responsibility Determinations**

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

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_

Date: \_\_\_\_\_

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

If yes, please answer the next questions:

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

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

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

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

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

(Add additional pages as necessary)



## **CONTRACT TERMINATION PROVISION**

### **Instructions:**

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

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

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

### **Sample Contract Termination Provision**

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

**OFFERER’S STATEMENT REGARDING PREVENTION OF  
UNLAWFUL DISCRIMINATORY PRACTICES**

The Erie County Water Authority (the “Authority”), as an employer in New York State, is subject to the Human Rights Law, codified as Executive Law §290, *et. seq.*, and Labor Law §201-g. The Authority seeks to provide a work environment that is free from unlawful discriminatory practices as they are defined in Executive Law §296, as well as from inappropriate harassing conduct even if not deemed unlawful, to its employees, contractors, subcontractors, vendors, consultants, and any other person providing services on Authority premises. Pursuant to the Human Rights Law, it shall be unlawful to discriminate against an individual, or to subject an individual to harassment, due to age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence. Accordingly, the Authority requires that any Offeror of a proposal or bid, agree to sign the following statement regarding unlawful discriminatory practices, including, but not limited to sexual harassment, under penalty of perjury. This statement should be provided to the Authority as early as possible in the procurement process, but not later than at the time of execution of a contract with the Authority. Failure to agree to sign the statement may result in the Authority deeming the bid or proposal withdrawn by the Offerer.

**Offerer Statement:**

*I certify, under penalty of perjury, that the following statements are accurate:*

- *Offerer is aware of its obligations under the Human Rights Law (Executive Law §290, et. seq.)*
- *Offerer complies with the provisions of Executive Law §290, et. seq., including Executive Law §296, and does not permit unlawful discriminatory practices or harassment based on an individual’s age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence in its workplace.*
- *Offerer complies with the provisions of Labor Law §201-g, has implemented a written policy addressing sexual harassment in the workplace which meets the minimum standards of Labor Law §201-g, and provides annual sexual harassment prevention training to all of its employees.*

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

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

Offerer Name: \_\_\_\_\_

Offerer Address: \_\_\_\_\_

**APPENDIX B**

**FIXED RATES FOR CONTINGENCY ITEMS**

<i>Title/Grade</i>	<i>Hourly Billing Rate 2025</i>	<i>Hourly Billing Rate 2026</i>
Principal		
Project Manager		
Project Engineer		
Junior Engineer		
Resident Inspector		
Administration		



## APPENDIX C

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

#### INSPECTION SERVICES FOR LEAD SERVICE LINE REPLACEMENT PROGRAM

##### ECWA Project No. 202500006

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

#### Insurance Requirements:

##### **a. Workers Compensation:**

Part 1: Workers Compensation: Statutory

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

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

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

##### **c. Commercial General Liability:**

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Per Project/Job Aggregate Limit Required
- Erie County Water Authority to be scheduled as an Additional Insured for both ongoing and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Town of Boston and Town of Orchard Park to be scheduled as Additional Insureds.
- Insurance to be primary and non-contributory.

##### **d. Automobile Liability:**

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.
- Town of Boston and Town of Orchard Park to be scheduled as Additional Insureds.

**e. Umbrella Liability:**

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Per Project/Job Aggregate Limit Required
- Erie County Water Authority to be scheduled as an Additional Insured
- Town of Boston and Town of Orchard Park to be scheduled as Additional Insureds.

**f. Professional Liability:**

- \$2,000,000. Per Claim
- \$2,000,000. Aggregate

Certificates of Insurance to be provided to the Authority prior to start of work as follows:

ACORD 25 including copy of Additional Insured Endorsement

**Note:** If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

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

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority 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 the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies.

Any liability coverage on a “claims made” basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

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

Acceptance of a Certificate of Insurance and/or approval by the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities. Certificates of Insurance should be e-mailed to [mmusarra@ecwa.org](mailto:mmusarra@ecwa.org) or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.

**APPENDIX D**  
**ERIE COUNTY WATER AUTHORITY**  
**CAPITAL PROJECT SERVICE CONNECTION FORM**

**ERIE COUNTY WATER AUTHORITY**  
**CAPITAL PROJECT SERVICE CONNECTION FORM**

**TYPE OF PROJECT:** (check where applicable)

\_\_\_\_\_ Contract      \_\_\_\_\_ Highway      \_\_\_\_\_ Sewer      \_\_\_\_\_ Lease Managed

ADDRESS: \_\_\_\_\_ TOWN \_\_\_\_\_

**TYPE OF WORK PERFORMED AND DATE:** (Check one)

\_\_\_\_\_ New Installation/Date \_\_\_\_\_ Replacement/Date \_\_\_\_\_ Reconnection/Date \_\_\_\_\_

**CONSTRUCTION DATA**

(Check where applicable)

\_\_\_\_\_ Bore      \_\_\_\_\_ Open Trench      \_\_\_\_\_ Push      Long or Short \_\_\_\_\_

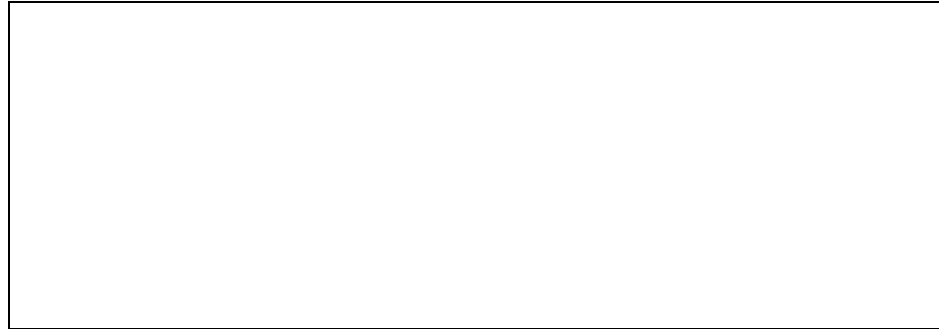
ECWA MATERIALS							House (Side of St—Circle one): North    South    East    West Cross Streets (Include Rd, St, etc.):
DESCRIPTION		SIZE					
Saddle		x			Brass		
Corp.		5/8"	3/4"	1"	1 1/2"	2"	
Copper	Ft		3/4"	1"	1 1/2"	2"	Service Size: _____ Depth: _____
Curb Stop			3/4"	1"	1 1/2"	2"	Main Size: _____
Curb Box		95E		145R			Main Type: _____ Side of St: N    S    E    W
Transition piece to Owner's side:							

**Materials Notes:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**CURB BOX MEASUREMENTS**

House to Box	_____	' _____	"
Box to Main	_____	' _____	"
of	_____	' _____	"
Curb Stop to Top of Box	_____	' _____	"

**DIAGRAM OF SERVICE**



***Service Information Before Work Performed:***

ECWA Material at Main:  
Size: \_\_\_\_\_ Type: \_\_\_\_\_

ECWA Material at Box:  
Size: \_\_\_\_\_ Type: \_\_\_\_\_

CUSTOMER Material at Box:  
Size: \_\_\_\_\_ Type: \_\_\_\_\_

CUSTOMER Material at Meter:  
Size: \_\_\_\_\_ Type: \_\_\_\_\_

**METER LOCATION**  
 Circle One:    PIT            TILE SET            HOT BOX            HOUSE

***Service Information After Work Performed:***

ECWA Material at Main:  
Size: \_\_\_\_\_ Type: \_\_\_\_\_

ECWA Material at Box:  
Size: \_\_\_\_\_ Type: \_\_\_\_\_

CUSTOMER Material at Box:  
Size: \_\_\_\_\_ Type: \_\_\_\_\_

CUSTOMER Material at Meter:  
Size: \_\_\_\_\_ Type: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Cons. Engineer: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

**Service Notes:**  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR ECWA USE ONLY		
Service No.	Project No.	File No.