

BUFFALO WATER BOARD MINUTES
April 17, 2019

MEMBERS PRESENT:

**Oluwole A. McFoy
Gerald Kelly
Steven Stepniak
William Sunderlin**

OTHERS PRESENT:

**Peter Merlo
Jack McMahon
David Hill
Ken Maving
Charles Martorana
Doug Fultz
Damon Sykes
William Appenheimer
Lisa Foti
William Ferguson
Mike Wolasz
Ryan Hoople
Robert Smith**

The regular monthly meeting of the Buffalo Water Board was called to order at 9:00 a.m.

1. Motion by Mr. Sunderlin to approve the agenda. Seconded by Mr. Stepniak. Approved.

Motion by Mr. Sunderlin to approve the minutes from the March 20, 2018 meeting. Seconded by Mr. Kelly. Approved.
2. Staff Update: Mr. Hill with Veolia Water provided a staffing update to the Buffalo Water Board.
3. Motion by Mr. Sunderlin to approve the Resolution of the Buffalo Water Board authorizing the Amendment to the Financing Agreement, dated as of September 24, 1992, as amended, by and among the City of Buffalo, Buffalo Municipal Water Finance Authority and the Buffalo Water Board (copy attached hereto). Seconded by Mr. Kelly. Approved.
4. Motion by Mr. Stepniak to approve and accept Permanent Water Line Easement from 665 Perry Eat, LLC (copy attached hereto). Seconded by Mr. Kelly. Approved.
5. Motion by Mr. Kelly to approve and implement the recommendations presented in the Syracuse University Maxwell School Report to the Buffalo Water Board (copy attached hereto). Seconded by Mr. Stepniak. Approved.
6. Upon the recommendation of the Principal Engineer of the City Division of Water, motion made by Mr. Sunderlin to authorize payment to Invoice Cloud for billing services from April 1, 2019 through June 30, 2019 in an amount not-to-exceed \$65,000, which will continue to be administered by the City of Buffalo. Seconded by Mr. Stepniak. Approved
7. Upon the recommendation of the Principal Engineer of the City Division of Water, motion made by Mr. Stepniak to increase the Buffalo Water Board's funding for a contract by the City of Buffalo with Clark Patterson Lee Architecture, Engineering and Planning for additional engineering services to its Northland Avenue Watermain Rehabilitation Project in an amount not-to-exceed \$44,233.10 (letter attached hereto). This contract will continue to be administered by the City of Buffalo, Division of Engineering. Seconded by Mr. Sunderlin. Approved.

8. Upon the recommendation of the Principal Engineer of the City Division of Water, motion made by Mr. Sunderlin to increase the Buffalo Water Board's funding for a contract by the City of Buffalo with Watts Architecture and Engineering for the Various Locations III Watermain Distribution Project (contract # 93001622) in an amount not-to-exceed \$133,944.00 (proposal letter attached hereto). This contract will continue to be administered by the City of Buffalo, Division of Water. Seconded by Mr. Stepniak. Approved.
9. Mr. Maving of GHD Consulting Services, Inc. presented a summary of the invoices to be paid to Veolia Water and recommended payment to Veolia Water for services rendered as follows:
 - a) Motion by Mr. Sunderlin to approve payment of \$25,179.00, inclusive of Veolia's 10% administrative fee for services by Destro & Brothers Concrete Co., Inc. for Emergency Watermain Repair. Seconded by Mr. Stepniak. Approved.
 - b) Motion by Mr. Kelly to approve payment of \$20,095.61, inclusive of Veolia's 10% administrative fee for services by Great Lakes Plumbing for Emergency Service Repair. Seconded by Mr. Sunderlin. Approved
10. Motion by Mr. Stepniak to approve a Fund Transfer of \$60,055.62 from Buffalo Water Board Reserve Account to Engineering and Technical Account (# 53023516-432004). Seconded by Mr. Sunderlin. Approved.
11. Motion by Mr. Sunderlin to approve a Fund Transfer of \$65,000.00 from Buffalo Water Board Reserve Account to Buffalo Water Board Account (# 53023516-434002). Seconded by Mr. Stepniak. Approved.
12. The Buffalo Water Board conducted a discussion about the Heritage Festival scheduled for September 13, 14 and 15, 2019 and Hadley Exhibits, Inc. Project to develop design concepts regarding a proposed museum at the Colonel Ward Water Treatment Facility.
13. Mr. Maving of GHD Consulting Services, Inc. delivered a report of GHD's on-going professional services to assist the Buffalo Water Board on a number of projects, including: the on-going Water Charge Affordability Analysis; schedule for delivery of parts for the chlorine valve replacement project, status of the NYS Department of Health review of the filter media project, development of the contract terms for the screen project, and the continuing development of Requests For Proposals for Professional Management Services.
14. Mr. Hill from Veolia Water presented Veolia Water's monthly management report with the Buffalo Water Board. He reported that revenue collections have generally increased, and specifically reviewed the positive impacts of the recent adjustments to fire line charges and the implementation of the Syracuse University Maxwell School's recommendations for billing, the solids basins are being processed as of April 2, 2019; and Remote Operated Vehicle (ROV) inspections were recently completed inside the Buffalo Water Board's intake piping, which showed the pipe, and the filter water conduit in good condition.

Motion by Mr. Kelly to adjourn at 9:45 A.M. Seconded by Mr. Sunderlin. Approved.

Next meeting, Wednesday, May 15, 2019 at 8:00 A.M. This meeting will be in Room 502 in City Hall.

EXTRACT OF MINUTES

Meeting of the
Buffalo Water Board
of the City of Buffalo, in the
County of Erie, New York

* * *

A meeting of the Buffalo Water Board of the City of Buffalo, in the County of Erie, New York, was held at City Hall, Buffalo, New York, on April 17, 2019 at 9:00 o'clock in the A.M. (Prevailing Time).

There were present:

Members: Oluwole A. McFoy, P.E., Chair
Gerald E. Kelly
Steven J. Stepniak
William L. Sunderlin

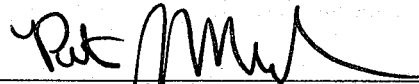
Also present: Peter J. Merlo, Secretary
Charles C. Martorana, Counsel to the
Buffalo Water Board

On a motion made by Mr. Sunderlin and seconded by Mr. Kelly, the members of the Water Board present and voting at said meeting unanimously approved the Resolution of the Buffalo Water Board authorizing the Amendment of the Financing Agreement, dated as of September 24, 1992, as amended, by and among the City of Buffalo, the Buffalo Municipal Water Finance Authority and the Buffalo Water Board (copy attached hereto).

CERTIFICATE

I, Peter J. Merlo, Secretary of the Buffalo Water Board (the "Board") in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing resolution was duly adopted by the Board and the members thereof at a special meeting duly called and held on April; 17, 2019, at which a quorum was present and acting throughout, that the foregoing resolution has been compared by me with the original thereof as officially in my office in the Minute Book of said Authority and is a true, complete and correct copy therefrom and of the whole of said original, and that said resolution has not been amended or repealed but is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 9th day of May, 2019.

A handwritten signature in black ink, appearing to read 'Peter J. Merlo', written over a horizontal line.

Peter J. Merlo, P.E., Secretary

Resolution of Buffalo Water Board

By:

Subject:

Resolution approving an amendment to Financing Agreement dated as of September 24, 1992, as amended, among the City of Buffalo, Buffalo Water Board and Buffalo Municipal Water Finance Authority

Text:

Resolution of the Buffalo Water Board approving an amendment to Financing Agreement dated as of September 24, 1992, as amended, among the City of Buffalo, Buffalo Water Board and Buffalo Municipal Water Finance Authority and authorizing the Chairman to execute such amendment on behalf of the Water Board.

Recitals

WHEREAS, the Buffalo Municipal Water Finance Authority (the "Authority") was created by Chapter 796 of the Laws of 1985 of the State, constituting the Buffalo Municipal Water Finance Authority Act, codified as Section 1048-a through 1048-bb of Title 2-B of Article 5 of the Public Authorities Law of the State, as amended (the "Authority Act"), and is vested with the powers and duties described in the Authority Act, including the power to borrow money, issue debt and enter into agreements with the Buffalo Water Board (the "Board") and the City of Buffalo (the "City") for the financing by the Authority of "water projects", as such term is defined in the Authority Act (such water projects being sometimes hereinafter referred to as "Projects"); and

WHEREAS, the Board was created by Chapter 368 of the Laws of 1985 of the State, codified as Section 1049 of Title 2-B of Article 5 of the Public Authorities Law of the State (the "Board Act") (the Board Act and the Authority Act, as amended from time to time, are hereinafter collectively referred to as the "Act") and, pursuant to the provisions of the Act, the Board is authorized to enter into agreements with the Authority and the City to provide a means whereby the Authority could finance the cost of constructing Projects and the Board could (A) agree to assume title to the Water System (as hereinafter defined), and (B) raise revenues from users through fees, rates, rents or other service charges necessary or appropriate to secure such financing and to pay the cost of the operation, management and repair of the Water System (hereinafter sometimes referred to as the "Water System"); and

WHEREAS, pursuant to the provisions of Section 1048-i of the Act, the Authority, the Board and the City entered into a Financing Agreement dated as of September 24, 1992, as amended (the "Financing Agreement") for the acquisition, construction and financing of certain "water projects" (as defined in the Act), including the transfer of the System from the City to the Board, for use in the exercise of the corporate powers and purposes of the Board; and

WHEREAS, pursuant to Section 2.1 of the Financing Agreement, the Authority agreed to use its best efforts to finance all or a part of the costs of the projects described in Appendix A to the Financing Agreement; and

WHEREAS, Appendix A to the Financing Agreement also contains a breakdown of the anticipated use of the proceeds of the bonds of the Authority to be issued to finance said projects; and

WHEREAS, pursuant to Section 2.1 of the Financing Agreement, Appendix A to the Financing Agreement may, from time to time, upon approval by resolution of the City, the Authority and the Board, be amended to add a project or to delete or change projects listed thereon or to change the scope of costs of the projects listed thereon; and

WHEREAS, the Authority, the Board and the City have agreed to amend Appendix A to the Financing Agreement substantially as set forth in the form of Amendment to Financing Agreement attached hereto (the "Amendment"); and

WHEREAS, in accordance with the requirements of Section 1048-i(4) and (7) of the Act, the City and the Board held a public hearing on the proposed terms of the Amendment on April 16, 2019, prior to the execution of the Amendment;

Now therefore, the Board of Directors of the Buffalo Water Board, hereby resolves as follows:

Section 1. The Amendment, in substantially the form presented to this meeting, is hereby approved. The Chairman or Vice-Chairman of the Board of Directors of the Buffalo Water Board is hereby authorized to execute and deliver such Amendment, with such changes, omissions and insertions as may be approved by the Chairman or the Vice-Chairman, execution and delivery as aforesaid to constitute conclusive evidence of such approval.

Section 2. The Buffalo Water Board expects that it will pay certain capital expenditures in connection with the improvements of the System hereof prior to the issuance of bonds, loans, notes or other instruments of tax-exempt indebtedness issued by the Authority ("Obligations"), and reasonably expects to reimburse such expenditures from the proceeds of such Obligations. The Buffalo Water Board hereby declares its official intent to use proceeds of the Obligations to reimburse itself for future expenditures in connection with such public improvements. This Section 2 is adopted for the purpose of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations to enable such reimbursements.

Section 3. All actions of Chairman or Vice-Chairman of the Board of Directors and other officers, employees, agents and attorneys of the Buffalo Water Board heretofore performed and undertaken that are in conformity with the intent and purposes of this resolution are hereby ratified and confirmed.

Section 4. This resolution shall take place immediately.

PERMANENT WATER LINE EASEMENT

This **PERMANENT WATER LINE EASEMENT AGREEMENT** (hereinafter called "Easement Agreement") is made this 2 day of JULY, 2018 between 665 PERRY EAT, LLC (hereinafter called "Grantor") owner of the subject property identified in County Records Liber 11312 page 6436, located at 665 Perry St, Buffalo NY 14210 (further identified in EXHIBIT A) with a mailing address of 2727 N Central Ave #500, Phoenix AZ 85004 and:

CITY OF BUFFALO, a municipal corporation of the State of New York, with an address of 201 City Hall, Buffalo, New York 14202, and the BUFFALO WATER BOARD, a public benefit corporation of the State of New York, with an address of 502 City Hall, Buffalo, New York 14202, hereinafter collectively referred to as "Grantee".

WITNESSETH, that Grantor, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, the receipt of which is hereby acknowledged, and other good and valuable consideration paid by the Grantee, does hereby grant and release unto Grantee, its successors and assigns, forever, a permanent easement to be exercised in, on, over, under, through, and across the hereinafter described property for the purpose of constructing, altering, removing, operating, inspecting, maintaining and repairing, any water line section or sections now within or hereafter placed within said property, as Grantee may now or shall from time to time hereafter deem necessary for the transmission of water, which said property is described in a certain deed recorded in the Erie County Clerk's Office on MAY 2, 2017, in Liber 11312 at page 6436 of Deeds (the "Grantor's Premises").

IT BEING THE INTENT OF THIS INSTRUMENT to describe a 10' foot wide permanent easement across the Grantor's Premises as shown and described in the attached Exhibit "A" (hereinafter, the "Permanent Easement"). It is the intention of the parties hereto that the rights and privileges granted by this Permanent Easement shall be exercised subject to the terms and conditions set forth herein.

IT BEING FURTHER UNDERSTOOD AND AGREED THAT:

1. The Permanent Easement shall include the right, privilege and authority (but not the obligation) to construct, alter, remove, operate, inspect, maintain, repair, replace and or improve the Water Facilities (as hereinafter defined) now within, or to be hereafter placed, reconstructed, repaired, altered or replaced, improved and/or built within, the Grantor's Premises. The Permanent Easement is given together with the right of the Grantee, its lawful agents, representatives and contractors to enter upon the Grantor's Premises, and to utilize the same, without payment therefore, whenever necessary, useful or appropriate, in the sole discretion of the Grantee for the exercise of the rights and privileges granted herein.

2. Water Facilities as used herein shall include, but not be limited to, all underground pipes,

conduits, valves, pumps, basins, drains, manholes, hand holes, fittings, braces, foundations, meters, hydrants, fixtures, and other property or equipment of whatever description and appurtenances existing, used, employed, operated, maintained, placed, built, reconstructed, repaired and/or replaced in the Permanent Easement, whether now existing or hereafter devised for the purpose of accumulating, supplying, transmitting and/or distributing water to the Grantor or others.

3. It is agreed that the Water Facilities shall remain the property of the Grantee, its successors and assigns. Further, the Grantor agrees that nothing in this document permits or grants the Grantor or anyone else the right to tap in to or otherwise to connect in to the Water Facilities. Tap in and or connection opportunities are subject to the Grantee's full permit and approval processes.

4. Grantor hereby agrees to defend, indemnify and hold Grantee harmless from and against any and all liabilities, damages and/or expenses, including but not limited to attorneys fees, causes of action, suits, claims, judgments, including without limitation, any of the foregoing relating to personal injury including death or property damage, that may arise out of, in connection with or as a consequence of Grantee's use of the Grantor's Premises for lawful purposes, except to the extent caused by the gross negligence of the Grantee.

5. Grantor retains the use of the Grantor's Premises for all lawful purposes, provided such use does not in the sole opinion of Grantee unreasonably interfere with the rights herein granted to Grantee. Grantor shall have the right to use the surface of the Permanent Easement area provided that such use shall not, in the sole opinion of Grantee, unreasonably interfere with, obstruct or endanger any of the rights herein granted, and further provided that no building or other permanent structure shall be erected within the Permanent Easement area without the prior written consent of Grantee, which such consent shall be granted or withheld by Grantee in Grantee's sole discretion. Grantee has the right to remove obstructions of any nature from the Permanent Easement. Grantor shall not change the present grade or ground level of the Permanent Easement area.

6. Grantor shall not have the right to grant other easements within, over, along, upon, near or impacting the Permanent Easement without the Grantee's prior written consent, such consent to be granted or withheld in Grantee's sole discretion.

7. The Permanent Easement granted herein shall run with the land and be binding upon and inure to the benefit of the Grantee and the Grantee's assigns and or successors in interest. The rights granted herein are divisible and assignable in whole or in part without the consent of, or notice to, the Grantor. The Grantee shall have the right to exercise the rights granted herein jointly and severally. Grantee has the unilateral right to modify the Permanent Easement area by executing and recording at any time hereafter a document dated subsequent to the date hereof which more precisely and or accurately describes the Permanent Easement area in the event the actual "as built" area of the Water Facilities differs from that shown on Exhibit A, it being the intent of the Grantor to hereby grant the Grantee a 10 foot wide easement to facilitate the placement of the Water Facilities, even if the "as built" area of placement thereof ends up being different than that shown on Exhibit A.

8. Grantor warrants and represents to the Grantee that Grantor has the right, power and authority to grant the rights herein granted to Grantee. Grantor further warrants and represents to the Grantee that the Grantor's interest in the Permanent Easement is not encumbered with any mortgage, liens, security interests, other easements or rights of others in any respect whatsoever. The Grantor shall at

Grantor's sole cost and expense provide the Grantee with an easement policy of title insurance in form and substance acceptable to the Grantee in Grantee's sole discretion evidencing the foregoing.

9. Grantor further represents and warrants to the Grantee that the land constituting the Permanent Easement as well as the land constituting the Grantor's Premises is free and clear of any and all environmental problems. Grantor hereby agrees to defend, indemnify and hold harmless the Grantee for any costs and or damages incurred by Grantee as a result of the foregoing representation not being true or being challenged.

10. This instrument contains the sole and complete understanding of the parties hereto with respect to the Permanent Easement herein granted and supersedes all prior written or oral agreements and understandings with respect to the Permanent Easement.

11. This instrument shall be construed in accordance with the laws of the State of New York without reference to principles of conflicts of laws.

12. This instrument may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute a single, fully executed instrument.

13. The Common Council of the City of Buffalo has approved this agreement on _____ as evidenced by CCP item number _____ dated _____. The Buffalo Water Board has approved this agreement as of the _____ day of _____, 2011.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

[The remainder of this page is intentionally left blank; signature pages follow]

SIGNATURE PAGES OF GRANTOR

665 Perry EAT, LLC

By: 

Name: Matthew F. Braccia


Its: Manager

State of Arizona)

County of Maricopa) ss:

On the 3rd day of April in the year 2019, before me, the undersigned, personally appeared Matthew F. Braccia personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.




Notary Public

SIGNATURE PAGE OF GRANTEE

CITY OF BUFFALO

By: _____
Name: _____
Its: _____

BUFFALO WATER BOARD

By: _____
Name: _____
Its: _____

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the ____ day of July in the year 2011, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the ____ day of July in the year 2011, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

100-443887-100

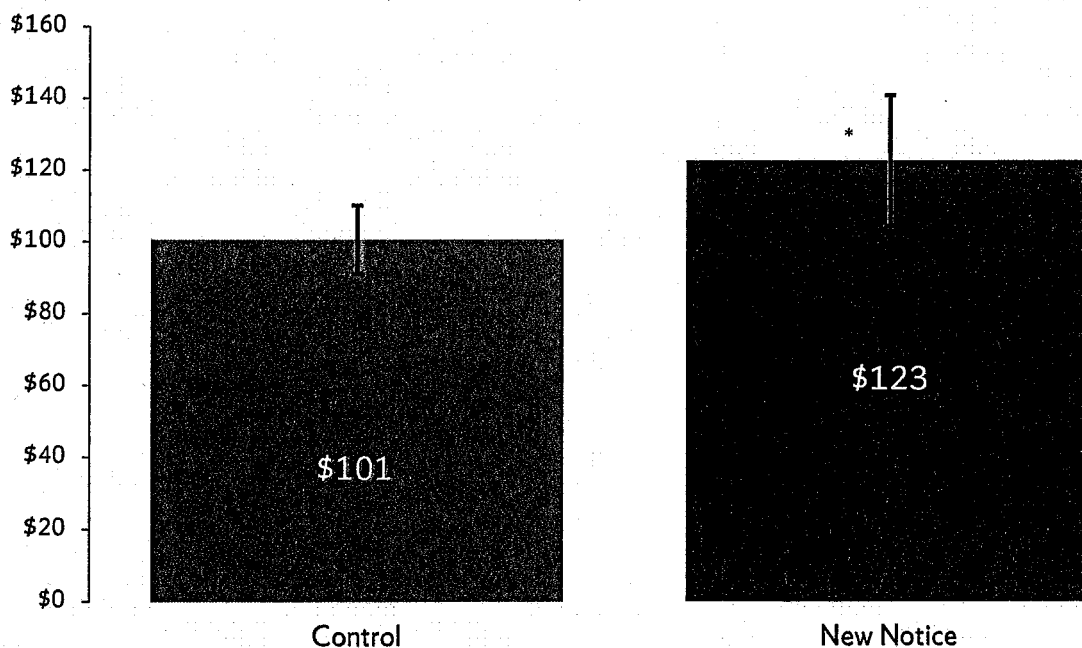
Improving Water Bill Payments: City of Buffalo

We tested whether redesigned notices for overdue water bills would improve payments. The redesigned notices leveraged behavioral science: they were simplified, salient, and encouraged prompt payments. **In total, accounts that received the new notices paid over \$255,000 more than the regular notice group.** We recommend rolling out the new notices and continuing to experiment with different envelopes, letters, and electronic notifications to nudge residents to pay the balance on time.

Disconnect Notices

Each day from September 2018-April 2019, accounts were randomized into business-as-usual or new late and disconnect notices. This process allows us to measure precisely the impact of the new notice. For disconnect notices (Figure 1), accounts who received the new disconnect notice paid 22% or \$22 more on average than control accounts (and were 12% more likely to make a payment of any kind).¹ In total, the new notice group paid \$74,000 more than the control notice group.

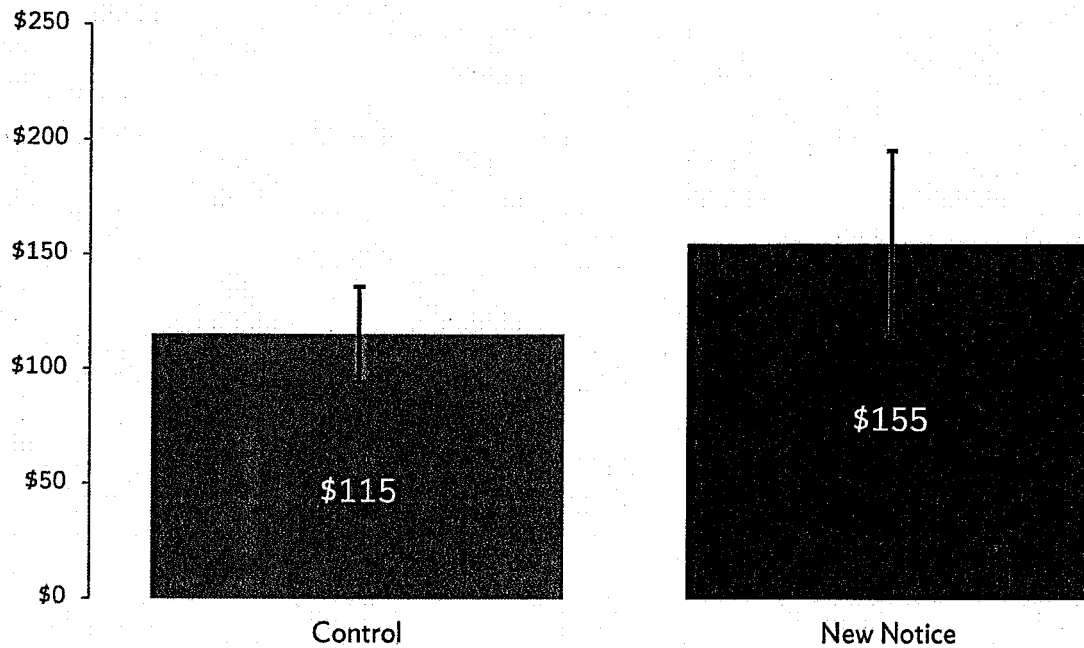
Figure 1: Average Amount Paid - Disconnect Notices



n = 6,688 | *** p<.001, ** p<.01, * p<.05

For subset of accounts, the disconnect notice in the treatment group was sent to the billing not service address. Accounts that received the new notice to the billing address, as opposed to the usual notice to the service address, paid 35% or \$40 more on average. The sample is too small to know with a high degree of statistical confidence, but there may be value in sending disconnect notices to the billing rather than service address. The new notice group paid over \$58,000 more than the control notice group.

Figure 2: Average Amount Paid - Disconnect Notices - Billing Address

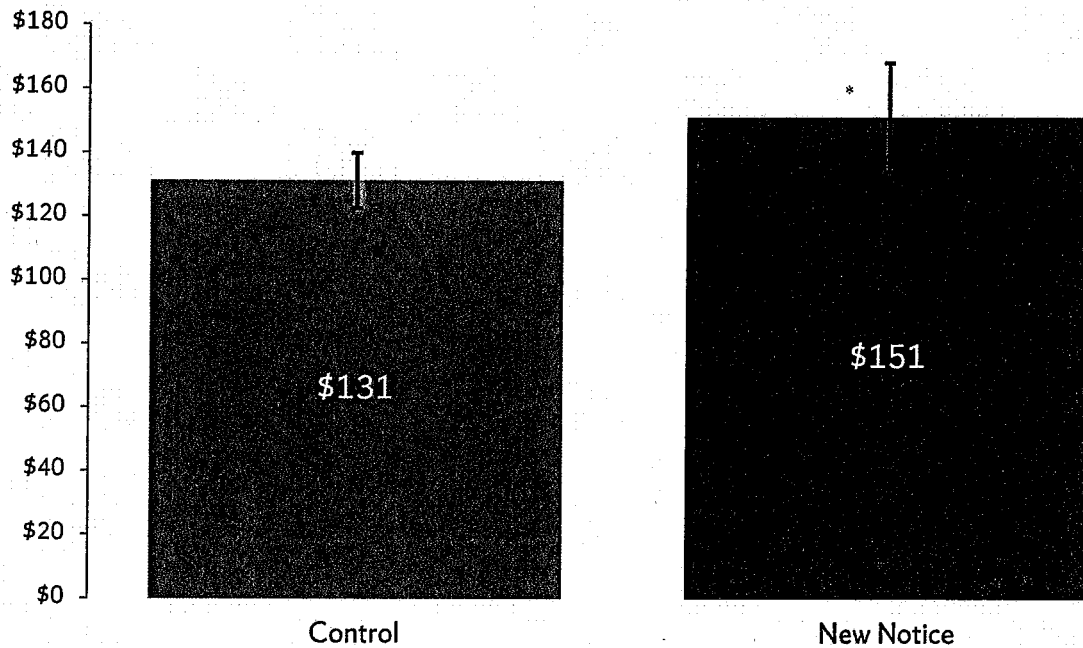


n = 2,872 | *** p<.001, ** p<.01, * p<.05

Late Notices

For initial late notices (Figure 3; $n = 12,327$ accounts), accounts who received the new notices paid 15% or \$20 more on average than accounts who received the control notice (and were 5% more likely to make a payment of any kind).² The new notice group paid at least \$123,000 more than the control notice group.

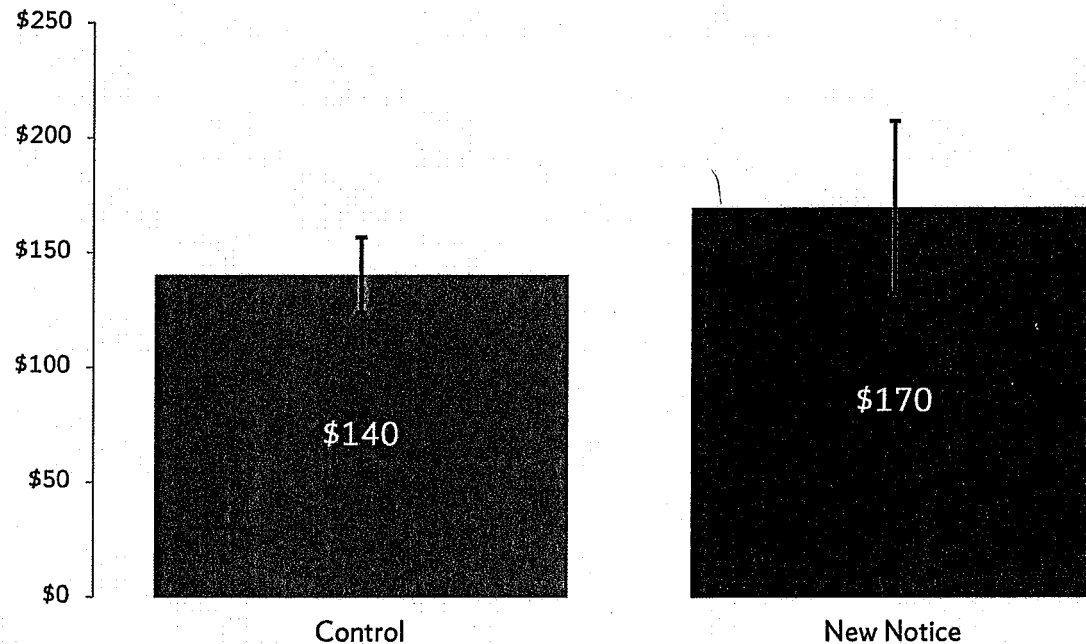
Figure 3: Average Amount Paid - Late "Red" Notices



$n = 12,327$ | *** $p < .001$, ** $p < .01$, * $p < .05$

We had a chance to implement a second red notice in February 2019. When we look at the performance of that notice alone (Figure 4), we find that it outperforms the \$20 average increase across the new notices group by \$10 (+\$30 or +21% on average). The sample is not large enough yet to reach statistical significance, but the cumulative evidence (including that these accounts 7% more likely to make a payment of any kind) suggest that the second version of the new notice is improving payments more than the first version of the new notice.

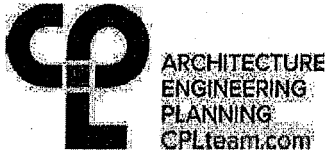
Figure 4: Average Amount Paid - Late Notice Version 2



n = 2,651 | *** p<.001, ** p<.01, * p<.05

¹ This analysis is on the first instance for accounts.

² This analysis is on the first instance for accounts.



MEMORANDUM

TO: Ken Hapke – City of Buffalo Water

FROM: Jennifer Michniewicz

DATE: April 4, 2019

RE: Scope and Fee for Additional Services on Northland Avenue (Group 855)

Northland Avenue is currently under construction. Scott Lawn Yard, Inc. (SLY) is the Prime Contractor. CPL is performing fulltime construction inspection, observations, and administration.

During the course of the project, several items required CPL to perform work outside our original scope of work. These items are attributed to work for DPWP&S, Water, BSA, or a combination there of. All of these items are listed in the table below. Items specific to City of Buffalo Water, either in whole or by share, are described in detail following the table.

Item			
A	Design of Sewer and Waterlines Replacement on Chelsea Place	100%	
B	Approved Extension of Schedule by 38 Days		
1	Additional 16" DIP - 7 days	100%	
2	Additional 8" DIP - 3 days	100%	
3	Additional Concrete Behind Granite Curbing ("Concrete Catwalk") - 3 days	70%	19% 11%
4	Full Depth Asphalt Pavement (Fillmore to Longview) - 8 days	70%	19% 11%
5	National Fuel Gas - 7 days	70%	19% 11%
6	Chelsea Place Sewer and Water Main Replacement - 10 days	50%	50%
C	Revised Schedule and Scope of Work		
1	Staffing	100%	
2	Reimbursable Expenses (Field Office, etc.)	100%	
D	Contract Closeout for Water	100%	
E	Traffic Signal at Michigan/Scott Intersection	100%	

** Note – Division by Share in the original Contract was 70% DPWP&S, 19% Water, and 11% BSA. Same percentage used for this Change Order.*



A – Design of Sewer and Waterlines Replacement on Chelsea Place – *Water Share is \$6,650.00*

In August 2017, CPL prepared a scope and fee proposal for the design of sanitary sewer and waterline replacement on the east side of Chelsea Place north of Northland Avenue, within the project limits. This proposal was reviewed and according to an email received from Catherine Knab with Buffalo Sewer Authority, it was accepted, and the costs could be added to the Water Share. CPL has not received a Change Order or similar which would authorize us to bill for these services. Refer to Attachments for additional information. *It should be noted that these are design services.*

B – Approved Extension of Schedule by 38 Days – *Water Share is \$30,274.10*

Six major issues arose during construction that led to an extension of the project by 38 days, from 180 days to 218 days. The 38-day extension was reviewed and approved by CPL and the City. Refer to Attachments for additional information.

C – Revised Schedule and Scope of Work – *N/A to Water*

D – Contract Closeout for City of Buffalo Water – *Water Share is \$7,309.00*

City of Buffalo, Division of Water requires additional contract closeout documentation not originally included in our scope of work. Refer to Attachments for additional information, including documentation requirements. It should be noted that some of the documentation requires the location of appurtenances with northing and easting. We plan to utilize KHEOPS Architecture, Engineering & Survey, DPC (KHEOPS) to perform these locations. KHEOPS did the initial Northland Avenue topographic survey and have established benchmarks which they can reuse.

E – Traffic Signal at Intersection of Michigan/Scott – *N/A to Water*

Total \$ 44,233.10

WATTS
ARCHITECTURE &
ENGINEERING



architecture | engineering | environmental

95 Perry Street, Suite 300
Buffalo, New York 14203
p: 716.206.5100
f: 716.206.5199
w: www.watts-ae.com

Transmitted via Email: jmcMahon@ch.ci.buffalo.ny.us, khapke@ch.ci.buffalo.ny.us

April 5, 2019

Mr. John D. McMahon
City of Buffalo – Division of Water
65 Niagara Square, Room 602 City Hall
Buffalo, New York 14202

Re: Proposal for Supplemental Design, Bidding, Construction Administration, Construction Inspection, and Record Phases for Waterline Replacement Contract – Various Locations
Watts Proposal No. 15-428E

Dear Mr. McMahon & Mr. Hapke:

As requested, we have prepared this proposal for supplemental Design, Bidding, Construction Administration, Construction Inspection and Record Phase services associated with the replacement of waterlines at various locations (Contract 93001622). Our proposal is presented in the following sections: Scope of Services, Compensation, Schedule and Assumptions.

We are requesting an extension of our contract to 12/31/2019 to finalize record plans for the final contract (Locations 3), additional record plans on U-Haul (Former Tyson Foods) waterline and Tudor Place Additional Service.

SCOPE OF SERVICES

Addition of U-Haul waterline location, inspection and CA/CI
Addition of Tudor Place

DESIGN PHASE

Addition of Tudor Place.

CONSTRUCTION ADMINISTRATION PHASE

CA for Addition of U-Haul easement pipe installation.
CA for Tudor Place.

INSPECTION PHASE

The Contractor anticipates 6 more weeks of work on original contract items. The Contractor anticipates 6 more weeks of work for U-Haul Easement pipe installation. It is estimated that there will be 8-12 weeks of waterline inspection for Tudor Place.

Mr. John D McMahon

Proposal for supplemental Design, Bidding, Construction Administration, Construction Inspection, and Record Phases for Waterline Replacement Contract – Various Locations
Watts Proposal No. 15-428E

RECORD PHASE

Additional Record Plan tasks for additional streets and additional requirements.

COMPENSATION (see notes)

Our proposed compensation for these services is as follows:

Construction Administration to finish existing construction contracts Due to Uhaul addition (assume 3 month duration)(48)	\$6,652	
Record Plans For added Streets (Including Survey) UHaul and Roosevelt	\$7,207	
Construction Inspection (UHaul (assume additional 3 months)	\$46,772	\$60,631
Survey (Tudor Place)	\$7,577	
Design Tudor Place (Health Department Coordination, Design and, Bidding)	\$9,092	
Construction Administration Tudor Place (assume 3 month duration)	\$6,652	
Construction Inspection (assume additional 3 months)	\$46,772	
Record Plans Tudor Place	\$3,220	\$73,313

TOTAL ALL PHASES.....\$133,944*

COMPENSATION NOTES:

- (1) This is the lump sum that will be paid for each phase to perform the activities described in the Scope of Services Section. The fixed lump sum for the Record Phase only will be paid after approval of all submissions as described in the Record Phase for the completed project.
- (2) The unit price for hourly inspection shall include:
 1. The approved inspector's salary and fringes;
 2. Profit and overhead;
 3. The inspector's mileage to and from the project and while on the job; and
 4. The cost of all supplies necessary to provide inspection. This shall include, but is not limited to paper, postage, reproduction, job photos, and inspector's vehicle, measuring tapes and inspection forms.

Only time spent by the approved inspector(s) overseeing the project shall be billed under the Inspection Phase item. The cost for the project manager's time and other support personnel shall be included in the fee for the Construction Administration Phase. Overtime worked by the approved inspector(s) shall be billed as the same above quoted unit price as straight time worked.

Mr. John D McMahon

Proposal for supplemental Design, Bidding, Construction Administration, Construction Inspection, and Record Phases for Waterline Replacement Contract – Various Locations
Watts Proposal No. 15-428E

SCHEDULE

Continue work.

ASSUMPTIONS

- A. No water system modeling will be required. The sizes of the proposed water mains will be prescribed by the City prior to beginning design.
- B. The preparation of easements or work related to property acquisitions will not be required.
- C. All design work will take place within the public right-of-way or applicable easements. No work will be required on private property.
- D. The design of, or replacement of, backflow prevention devices will not be required.
- E. ~~Any work involving environmental permitting (i.e. SEQRA) will be performed by others, if required, or added by supplemental agreement.~~ *Short Form SEQRA will be provided.*
- F. During the construction phase, Watts will not be required to provide field survey services to stake out the proposed waterlines.
- G. Soil borings are not required; rock is not expected at any sites listed based on City experience.

I believe this proposal addresses all of the services that have been requested. Please let me know if you have any questions or concerns, or need additional information. Thank you for the opportunity to serve the City of Buffalo on this project.

Sincerely,

WATTS ARCHITECTURE & ENGINEERING

Paul M. Galbo