

Table of Contents - NFWB September 28, 2020 Meeting

1	September 28, 2020 NFWB Meeting Agenda.pdf	3
2	Draft Minutes July 23, 2020 Special Meeting.pdf	7
3	Draft July 27, 2020 Meeting Minutes.pdf	9
4	2020-09-28 Personnel Actions.pdf	19
5	RESOLUTION 2020-09-001 - Settle Toldeo Lawsuit.pdf	20
6	RESOLUTION 2020-09-002 - Award Bid for 12 Inch Sewer Repair Walnut Ave and Tronolone Pl.pdf	22
7	2020-09-002 - Bid Tab - 12 Inch Sewer Repair Walnut and Tronolone.pdf	23
8	RESOLUTION 2020-09-003 - New World Cloud Upgrade.pdf	26
9	2020-09-003 - Niagara Falls Water Board NY SaaS Agreement 091020.pdf	28
10	RESOLUTION 2020-09-004 - Extend Primary Treatment Polymer Bid.pdf	54
11	2020-09-004 - 2018 Primary Treatment Polymer Bid Board Item 091018.pdf	56
12	RESOLUTION 2020-09-005 - Addition of Piping Projects to Project 9 Engineering Agreement.pdf ..	59
13	2020-09-005 - CPL Memo Add Piping Projects to Project 9.pdf	61
14	2020-09-005 - JM Davidson Proposal to Add Piping Projects to Project 9 Scope.pdf	62
15	RESOLUTION 2020-09-006 - Award Project 7 Construction Phase Engineering Services.pdf	67
16	2020-09-006 - CPL Memo Project 7 HVAC CA CI.pdf	69
17	RESOLUTION 2020-09-007 - Award Project 5, Phase 1, Tasks 2 and 3 Construction Services and Administration and Inspection Work.pdf	70
18	2020-09-007 - CPL Memo - Project 5, Phase 1, Tasks 2 and 3.pdf	72
19	2020-09-007 - Ferguson Proposals for Project 5, Phase 1, Tasks 2 and 3 Work.pdf	73
20	RESOLUTION 2020-09-008 - Project 5, Phase 2 - Authorize Design and Construction Phase Engineering Services.pdf	79
21	2020-09-008 - CPL Memo - Project 5 Remaining Engineering.pdf	81
22	RESOLUTION 2020-09-009 - Authorizing Take Home Vehicle for Supervisor of Outside Maintenance.pdf	86
23	RESOLUTION 2020-09-010 - Award Bid for Project 1 General Contractor Work.pdf	88
24	2020-09-010 WWTP Project 1 General Contractor Award Recommendation and Bid Tabulation.pdf ..	90
25	RESOLUTION 2020-09-011 - Approve Quote for Cleaning WWTP Wet Wells.pdf	95
26	2020-09-011 National Vacuum Quote for Wet Well Cleaning.pdf	97
27	RESOLUTION 2020-09-012 - Extend Sludge Dewatering Polymer Bid.pdf	98
28	2020-09-012 - 2018 Sludge Dewatering Polymer Official Tally Sheet 091018.pdf	100
29	RESOLUTION 2020-09-013 - Grant Consultant.pdf	103
30	RESOLUTION 2020-09-014 - Human Resources Consultant.pdf	104
31	RESOLUTION 2020-09-015 - Award Bid - WWTP Project 3 General Contractor.pdf	105
32	2020-09-015 - Arcadis Project 3 Award Recommendations.pdf	107
33	RESOLUTION 2020-09-016 - Award Bid - WWTP Project 3 Electrical.pdf	115
34	RESOLUTION 2020-09-017 - Award Bid for 21 Inch Combined Sewer Repair McKoon Avenue.pdf ..	117

35	2020-09-017 - Bid Tabulation and Award Recommendation - McKoon Ave 21 Inch Combined Sewer Repair.pdf	118
36	RESOLUTION 2020-09-018 - Zero Cost Change Order for 1340 Michigan Ave Combined Sewer Repair.pdf	121
37	2020-09-018 - Supporting Document - 1340 Michigan Zero Cost Change Order.pdf	123
38	RESOLUTION 2020-09-019 - Zero Cost Change Order for Emergency Repair Contract.pdf	124
39	2019-09-019 - Supporting Document - IDIQ Emergency Contract - Zero Cost Change Order.pdf	126
40	RESOLUTION 2020-09-020 - Amendment to Costello Employment Contract to Reduce Length of Renewal Term.pdf	127
41	2020-09-020 - Amendment 1 to Costello Employment Agreement.pdf	129
42	RESOLUTION 2020-09-021 - Notice of Non-Renewal of Certain Employment Contracts.pdf	130



AGENDA

Meeting of the Niagara Falls Water Board

September 28, 2020 at 5:00 p.m.

*****Meeting to be held via conference call pursuant to Executive Order 202.1 as extended by 202.60 – visit NFWB.org for call-in details.*****

1. Attendance and Preliminary Matters

- a. Brown ____ Forster ____ Larkin ____ Leffler ____ Kimble ____**
- b. Letters and Communications**
- c. Public Comment (Public comments may be submitted in writing to be read by the Secretary and must be received by 12:00 p.m. on September 28, 2020. Comments may be summarized when read. Email comments to scostello@NFWB.org or mail c/o Sean W. Costello, 5815 Buffalo Ave., Niagara Falls, NY 14304)**
- d. Approval of Minutes from July 23, 2020 Special Meeting**
- e. Approval of Minutes from July 27, 2020 Meeting**

2. Executive Director

3. Superintendent

4. Engineering

5. Personnel Items

- a. September 28, 2020 Personnel Actions and Reports**

6. Information Technology (IT)

7. Finance

8. Questions Regarding July and August 2020 Operations and Maintenance Reports

9. Safety

10. General Counsel and Secretary

11. From the Chairman

12. Resolutions

2020-09-001 – AUTHORIZING SETTLEMENT OF PERSONAL-INJURY LITIGATION WITH ANTONIO TOLEDO

2020-09-002 – AWARD BID FOR 12 INCH COMBINED SEWER REPAIR PROJECT NEAR CORNER OF WALNUT AVENUE AND TRONOLONE PLACE

a. Bid Tabulation and Award Recommendation

2020-09-003 – NEW WORLD ENTERPRISE RESOURCE PLANNING SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES

a. Software as a Service Agreement with Tyler Technologies

2020-09-004 – EXTENDING BID FOR PRIMARY TREATMENT POLYMER

a. 2018 Primary Treatment Polymer Bid Board Item

2020-09-005 -- ADDITION OF PIPING PROJECTS TO WWTP PROJECT 9 ENGINEERING SERVICES AGREEMENT

a. CPL Memorandum

b. JM Davidson Proposal

2020-09-006 – AUTHORIZING WWTP PROJECT 7 CONSTRUCTION PHASE ENGINEERING SERVICES

a. CPL Memorandum

2020-09-007 – AUTHORIZING WWTP PROJECT 5, PHASE 1, TASKS 2 AND 3 CONSTRUCTION WORK AND CONSTRUCTION ADMINISTRATION AND INSPECTION

- a. CPL Memorandum
- b. Ferguson Electric Proposals

2020-09-008 – AUTHORIZING WWTP PROJECT 5, PHASE 2 ENGINEERING SERVICES

- a. CPL Memorandum

2020-09-009 – AUTHORIZING TAKE HOME VEHICLE FOR SUPERVISOR OF COLLECTIONS AND DISTRIBUTION (OUTSIDE MAINTENANCE)

2020-09-010 – AWARD BID FOR GENERAL CONTRACT WORK WWTP PROJECT 1: SEDIMENTATION BASINS AND SCUM COLLECTION SYSTEM MODIFICATIONS

- a. AECOM Award Recommendation and Bid Tabulation

2020-09-011 – APPROVE QUOTE FOR CLEANING WWTP EAST AND WEST WET WELLS

- a. National Vacuum Quote

2020-09-012 – EXTENDING BID FOR SLUDGE DEWATERING POLYMER

- a. 2018 Sludge Dewatering Polymer Bid Board Item

2020-09-013 – GRANT CONSULTANT AGREEMENT

Note: Renumbered; Previously Resolution No. 2020-07-008 that was tabled to September meeting.

2020-09-014 – HUMAN RESOURCES CONSULTING SERVICES AGREEMENT

2020-09-015 – AWARDING BID FOR WWTP PROJECT 3 GENERAL AND MECHANICAL CONSTRUCTION WORK

- a. Arcadis Project 3 Award Recommendation Memorandum

2020-09-016 – AWARDING BID FOR WWTP PROJECT 3 ELECTRICAL CONSTRUCTION WORK

- a. **Arcadis Project 3 Award Recommendation Memorandum**

Note: Same as Resolution 2020-09-015 and not re-duplicated.

2020-09-017 – AWARD BID FOR 21 INCH COMBINED SEWER REPAIR ON MCKOON AVENUE

- a. **Bid Tabulation and Award Recommendation**

2020-09-018 – APPROVING ZERO COST CHANGE ORDER FOR 15-INCH COMBINED SEWER REPAIR PROJECT NEAR 1340 MICHIGAN AVENUE

- a. **Memorandum from City Engineering**

2020-09-019 – APPROVING ZERO COST CHANGE ORDER FOR EMERGENCY REPAIR CONTRACT

- a. **Memorandum from City Engineering**

2020-09-020 – AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT WITH SEAN W. COSTELLO TO REDUCE LENGTH OF RENEWAL TERM

- a. **Amendment No. 1 to Employment Agreement**

2020-09-021 – NOTICE OF NON-RENEWAL OF CERTAIN EMPLOYMENT CONTRACTS

13. Unfinished/Old Business

14. New Business & Additional Items for Discussion

15. Executive Session (if needed)

16. Adjournment of Meeting



**Minutes of a Special Meeting
of the Niagara Falls Water Board**

July 23, 2020 6:00 PM

**Note: This meeting was held via conference call pursuant to
Executive Orders 202.1 and 202.48.**

1. Attendance

Chairperson Brown called the meeting to order at 6:00 p.m.

a. Brown P Forster P Kimble P Larkin P Leffler A

2. Plan for Water Board Operations During Executive Director's Leave

*Mr. Brown explained that the purpose of the special meeting was the plan for
Water Board operations during the Executive Director's leave.*

*Motion by Ms. Larkin and seconded by Mr. Forster to enter into executive session at
6:04 p.m. for the purpose of discussing matters related to the Executive Director's leave.*

Brown Y Forster Y Larkin Y Leffler A Kimble Y

Motion was carried, 4-0.

3. Executive Session

*Motion by Ms. Larkin and seconded by Mr. Forster at 7:00 p.m. to exit executive session
and to return to the regular meeting.*

Brown Y Forster Y Larkin Y Leffler A Kimble Y

Motion was carried, 4-0.

*Motion by Mr. Brown and seconded by Mr. Forster to accept Wednesday, July 22, 2020
as the final work day for the Director of Administrative Services, accept the Director of
Administrative Services' three possible remaining work days as additional vacation time
without charging this time against any accruals, until his final day of employment of
August 17, 2020, directing the Director of Administrative Services to meet with
Mr. Costello on or before July 29, 2020, to transition Water Board property to the*

temporary custody of Mr. Costello, directing the IT Department temporarily to route the Director of Administrative Services' emails to Mr. Costello, and to appoint Sean Costello acting Executive Director.

Mr. Brown explained that the meeting was to develop a plan for operations while Mr. Fama is on leave, and HR is an important part of operations. His motion is made in light of Mr. Perry's July 22, 2020 email which states that while he may work three more days in the office, he also may not return to the office until August 17, 2020, his retirement date, to eliminate any disruption or confusion in work assignments and reporting, to ensure a smooth transition and the protection of confidential HR information, and in the best interests of the Water Board and all parties involved. While on vacation time there is no need for Mr. Perry to be working. He stated as part of his motion that the Water Board wishes Jim Perry well in retirement.

Ms. Kimble disagrees with the motion and feels it is done in a retaliatory fashion against Mr. Perry and could open the Board up to a possible lawsuit because Mr. Perry invoked whistleblower protection in comments he made. As for the appointment of Acting Executive Director, Mr. Fama had said that Ms. Walker would be in charge of operations and Mr. Costello would be in charge of legal and she feels that would be the way to handle it. She feels that Ms. Walker is being overlooked and bypassed because of her color, her race, and her sex.

Ms. Larkin states that she has had nothing but respect for Jim Perry. She also recognizes that the Water Board is in a precarious situation with the Executive Director on leave and Mr. Perry is planning on being on vacation for a good portion of the time that the Executive Director is on leave. She disagrees that decisions are being made based on race and feels that there are issues that are Executive Director related that coalign with Legal, such as reporting to the DOH and DEC. She thinks it will be a heavy lift for both Ms. Walker and Mr. Costello and trusts that they will work together. She feels because Mr. Costello is the Board's Secretary that having him be the acting Executive Director on a temporary basis is in the best interests of the Board and it is nothing against Ms. Walker who she thinks is a capable professional who also will have a lot to do. She trusts both Mr. Costello and Ms. Walker will do a very good job.

Brown __Y__ Forster __Y__ Larkin __Y__ Leffler __A__ Kimble __N__

Motion was carried, 3-1.

4. Adjournment of Meeting

Motion by Ms. Larkin and seconded by Mr. Forster to adjourn the meeting at 7:08 p.m.

Brown __Y__ Forster __Y__ Larkin __Y__ Leffler __A__ Kimble __Y__

Motion was carried, 4-0.



MINUTES

Meeting of the Niagara Falls Water Board

July 27, 2020 5:00 PM

Meeting was held via conference call pursuant to Executive Order 202.1 and 202.48.

1. Attendance and Preliminary Matters

a. Brown P Forster P Larkin P Leffler absent Kimble P

Chairman Brown called the meeting to order at 5:00 p.m.

b. Letters and Communications

Mr. Costello noted that there were no letters or communications to discuss at this time.

c. Public Comment (Public comments may be submitted in writing to be read by the Secretary and must be received by 12:00 p.m. on July 27, 2020. Comments may be summarized when read. Email comments to scostello@NFWB.org or mail c/o Sean W. Costello, 5815 Buffalo Ave., Niagara Falls, NY 14304)

Mr. Costello noted that no public comments were received. Mr. Forster asked about July 7, 2020 correspondence from the City. Mr. Costello noted that he had forwarded the letter to the Board.

d. Approval of Minutes from June 22, 2020 Meeting

Motion by Mr. Forster and seconded by Ms. Larkin to approve the June 22, 2020 meeting minutes.

Brown Y Forster Y Larkin Y Leffler absent Kimble Y

Motion carried, 4-0, with one absence.

2. Executive Director

- a. WWTP Capital Project Status Summaries (CPL)
- b. WWTP Construction Schedule Tracker (CPL)

Acting Executive Director Costello stated that everything is running smoothly and employees are working as a team.

With respect to the WWTP Hazard Mitigation/FEMA project, the bids came in higher than expected and the low bidder has agreed to hold its bid until October 31 to permit time to review additional funding sources for that project. Accordingly, Mr. Costello asked that Resolutions 4 and 10, both relating to that project, be tabled until further notice.

Ted Donner from CPL reviewed the status of the various ongoing capital projects at the WWTP, having provided written project status updates that were included in the Board's agenda packets.

Mr. Forster asked if Mr. Donner was aware of an issue with the elevator at the Gorge Pump Station. Mr. Donner had heard of an access issue that has been resolved.

3. Superintendent

a. Updated Service Tap Fee Schedule

Mr. Wright provided an updated schedule of the Water Board's charges for new service connections. The updated schedule reflects increases in the cost of materials and represents the Water Board's actual cost to perform service taps.

Mr. Forster asked about the fire hydrants in front of Jordan Gardens. Mr. Wright stated that a hydrant was tight turning on but worked. The Water Board's maps had indicated the hydrants at Jordan Gardens were private hydrants. Subsequent research shows that these are Water Board hydrants. All of these were operational, but because they were old-style Matthews hydrants they recently were replaced.

Mr. Forster asked if the hydrants on Goat Island are private. Mr. Wright advised they are. Mr. Wright provided additional information on responses to the joint letter with the Fire Department to entities responsible for private hydrants, and a follow-up letter will be sent on August 1 for entities that have not responded. No serious issues with the private hydrants has been revealed by the information received.

Mr. Wright noted the Bollier project was started July 13 and is progressing well. The main has been buried and the temporary main is being installed. In connection with this work, the outside crews have replaced two 10" valves discovered to have been leaking.

4. Engineering

5. Personnel Items/Director of Administrative Services

Mr. Costello noted that there were no personnel items on the agenda this month.

6. Information Technology (IT) Dept.

Mr. Costello has checked in with the IT Department. The major issue they were addressing today is a New World outage, and a notable project for the next week is a firewall upgrade.

7. Financial Reports – Director of Financial Services

- a. July 2020 Financial Services Department Update
- b. Accounts Payable Payment Listing – June 12, 2020
- c. June 2020 Bank Balance Report
- a. Budget Performance Report as of June 30, 2020
 - i. Water
 - ii. Sewer

Ms. Walker noted that New World outages have been problematic but IT is working on the issues. The Finance Department now is beginning preparation work for the 2021 budget, and Ms. Walker will begin meeting with department heads in August. She is working on the Continuing Disclosure Report with Drescher & Malecki, AECOM, and the plant Chief Operators. This is due around the end of September.

COVID-19's impact on revenue still is being assessed. The June bills would reflect the first billing period where the pandemic shutdowns were in full effect. Payments will be due in July, and Ms. Walker will be monitoring these. Ms. Walker noted that the pandemic no-shutoff-for-non-payment policy remains in effect.

Mr. Forster asked if Ms. Walker had looked into moving from quarterly to monthly billing. Ms. Walker responded that she had found a few random emails but that when this issue previously had been reviewed in 2017 there were pro's and con's for each, and the Board had felt it best to continue with quarterly billing. Mr. Forster requested that Ms. Walker forward any information that she had from 2017.

Mr. Forster asked for the status of the PARIS report. Ms. Walker has been in communication with the ABO and has been advised to complete the report as soon as possible without any penalty. She has encountered a glitch in one of the report templates where it is not calculating properly and the ABO has troubleshooted but it still is not resolved. The vendor report is a large undertaking and is not yet complete. She anticipates all parts of the report will be complete by mid-August.

Mr. Brown emphasized that the PARIS report needs to be completed as soon as possible and that Board members have a fiduciary responsibility and ultimately are responsible for the report being filed, and Board members can be replaced for failure to complete this filing. The report has not been filed on time in recent years and even without COVID was not going to be on time this year. Ms. Walker advised the Board that in her discussion with the ABO she was told that it is their position that Board members are not responsible for filing the report and that she will submit something in writing from the ABO about that to the Board.

Mr. Brown questioned budget transfers from or between lines on the operating budget. He noted these are supposed to be approved by the Board and that they were prior to 2017, and asked if they have been done in recent years. Mr. Walker stated that her understanding was that transfers did not have to be approved if the timing of needing the funds moved did not allow waiting until the Board meeting. Mr. Brown stated that this is a key financial/budgetary control; adopted budgets are adopted by the Board as a legal document. Transfers need to be approved, even if its after the fact, so the Board is aware if money moved from one line to another and the justification for this. Ms. Walker will provide transfer information prior to each meeting.

Mr. Brown asked about capital project accounts. He asked if there is capital project general ledger reporting that the Board could receive on a monthly basis. Ms. Walker noted that a capital project ledger is kept monthly.

Ms. Walker states she has asked for regular capital project meetings with all employees. The Capital Plan is driven by Engineering. Mr. Williamson noted that AECOM is involved in the plan, and there are many moving parts including grant awards, bid openings, and more, and it is an evolving document. He has been trying to get a meeting with AECOM. Ms. Walker feels that Engineering should set up the meeting with AECOM. Mr. Costello stated he would reach out to AECOM if needed.

Mr. Brown states he is unsure how the Board knows what funds are available for capital projects. He requested to be shown the capital project accounting.

Mr. Brown noted the June 2020 budget performance reports do not have a column to compare to the prior year to date; these are important and were on prior months' reports. He asked why water revenue was at 41% of budget, and expenses are at 35% of budget. Ms. Walker states some revenues and expenses have not arrived as a result of COVID, and the August reports probably will provide more information. There is a lag in expenses being recorded because they are trickling in as a result of vendor business offices being closed.

Ms. Walker asked to bring to the Board's attention the need for someone to articulate the issues with the New World platform, which has been a problem. Mr. Brown suggested the Water Board reach out to the City. Even though the City has a different version of New World, it is able to run reports with comparative information to the prior year. Mr. Brown noted that if necessary information could be input in an Excel

sheet. Ms. Larkin asked if the Water Board has a service agreement with New World. Ms. Walker noted that the Water Board pays for monthly support. Ms. Larkin asked if there have been updates and patches, and Ms. Walker replied that these have been performed.

8. Reports

- a. O&M Reports for June 2020**
- b. Safety**

Ms. Senia reported that there have been no recordable injuries to date though there have been recent first-aid cases. The outside crews have completed comprehensive excavation safety training to address a notice of violation previously received from PESH, and the excavation procedure has been updated to reflect comments received from PESH's consultative division. She expects this will be accepted as abatement of the alleged hazard and will close out the notice of violation.

Ms. Senia is working with Mr. Wright to evaluate the Board's trench safety equipment and what equipment might be needed. She has learned that as a public agency the Water Board is not entitled to a grant through the Department of Labor Hazard Abatement Board to cover the cost of this equipment.

She is working on the Risk and Resiliency Assessment that is required to be submitted to the EPA by the end of the year. It is a separate report from what is submitted to the Department of Health.

Ms. Senia noted that there is a resolution to upgrade the security cameras at the WWTP and Gorge Pump Station; she worked with IT and the Chief Operator to find a solution that would address the operational needs.

9. General Counsel and Secretary

10. From the Chairperson

Mr. Brown thanked staff for their updates and for their dedicated work. The Board supports the team as it provides essential water and wastewater services for our City.

11. Resolutions

2020-07-001 – APPROVING DEDUCTION OF SEWER CHARGES FOR WATER USED FOR IRRIGATION – NIAGARA GOLF PARTNERS LLC

- a. NGP Cover Letter and Engineering Report
- b. NGP Exhibits
- c. Historical Usage for Proposed Deduct Meter

Motion by Mr. Forster was not seconded and the Board moved to its next item of business without discussion.

2020-07-002 – AWARD BID FOR 10 INCH WATER MAIN REPAIR PROJECT NIAGARA FALLS BOULEVARD AND 56TH STREET

- a. Bid Tabulation and Award Recommendation Letter

Motion by Mr. Forster and seconded by Ms. Larkin to approve.

Brown__Y__Forster__Y__Larkin__Y__Leffler__absent__Kimble__Y__

Motion carried, 4-0, with one absence.

2020-07-003 – WWTP SECURITY CAMERA SYSTEM UPGRADES

- a. Digital Surveillance Solutions Quote No. DSSQ2965

Motion by Ms. Larkin and seconded by Mr. Forster to approve.

Brown__Y__Forster__Y__Larkin__Y__Leffler__absent__Kimble__Y__

Motion carried, 4-0, with one absence.

2020-07-004 – CONTRACT FOR WASTEWATER TREATMENT PLANT PROTECTIVE MEASURES PROJECT GRANT

- a. Master Grant Agreement

Motion by Mr. Forster and seconded by Ms. Larkin to table.

Brown__Y__Forster__Y__Larkin__Y__Leffler__absent__Kimble__Y__

Motion to table passed, 4-0, with one absence.

2020-07-005 – 2020 MUNICIPAL COOPERATION AGREEMENT FOR SIDEWALK REPAIR

a. Draft Municipal Cooperation Agreement

Motion by Mr. Forster and seconded by Ms. Larkin to approve.

Brown__abstain__Forster__Y__Larkin__Y__Leffler__absent__Kimble__Y__

Motion carried, 3-0, with one abstention and one absence.

Mr. Brown stated he abstained due to a professional conflict.

2020-07-006 – ESRI SOFTWARE LICENSE RENEWAL

a. ESRI Quotation No. 25970021

Motion by Ms. Larkin and seconded by Mr. Brown to approve.

Brown__N__Forster__Y__Larkin__Y__Leffler__absent__Kimble__Y__

Motion carried, 3-1, with one absence.

Mr. Brown explained that he voted no because he will not vote for capital projects until he has more information on the funds available to pay for projects.

2020-07-007 – HARD FACING SLUDGE AND GRIT SCREWS

a. Core Welding Quotes for Hard Facing Four Screws

Mr. Brown asked if funds are in place for this project. Mr. Williamson noted that this could go under the capital line item indicated on the resolution, but that capital line is intended for the project that is going out to bid. Mr. Costello stated that after the resolution was prepared, Mr. Smith provided him with an operating budget line to which this expense can be charged, Repair of Equipment.

Motion by Ms. Larkin and seconded by Mr. Brown to amend the resolution to require that the expense be paid through the operations and maintenance budget.

Brown__Y__Forster__Y__Larkin__Y__Leffler__absent__Kimble__Y__

Motion to amend carried, 4-0, with one absence.

Motion by Ms. Kimble and seconded by Ms. Larkin to approve the resolution as amended.

Brown__Y__Forster__Y__Larkin__Y__Leffler__absent__Kimble__Y__

Motion carried, 4-0, with one absence.

2020-07-008 – GRANT CONSULTANT AGREEMENT

- a. Staff RFP Evaluation Scores [Note: Scores are preliminary based on staff evaluation of proposals only and do not include results of any interviews or reference reviews]

Motion by Ms. Larkin to table this resolution to the September meeting, seconded by Ms. Kimble.

Brown__Y__Forster__Y__Larkin__Y__Leffler__absent__Kimble__Y__

Motion to table the resolution to September carried, 4-0, with one absence.

Mr. Costello noted there is no Resolution 9 due to an error in numbering resolutions while compiling the agenda packet.

2020-07-010 – AWARD BID FOR WASTEWATER TREATMENT PLANT PROTECTIVE MEASURES PROJECT

- a. Bid Tabulation and Award Recommendation
b. Cost Summary Showing Funding Sources

Motion by Ms. Kimble and seconded by Ms. Larkin to table.

Brown__Y__Forster__Y__Larkin__Y__Leffler__absent__Kimble__Y__

Motion to table passed, 4-0, with one absence.

2020-07-011 – ENGINEERING SERVICES FOR WWTP PROJECT 9: PROCESS PIPING IMPROVEMENTS

- a. CPL Memorandum Regarding Project 9 Engineering Services Proposals
b. JM Davidson Proposal for Project 9 Engineering Services

Mr. Donner explained that for this project the initial engineering task was to prepare an assessment report that Ramboll performed under budget. Their price for the design and construction engineering phase work was high and MWBE participation was not high, so CPL reached out to Ramboll's MWBE subcontractor to secure a design and construction proposal that was \$20,000 to \$30,000 lower than Ramboll's and includes 90% MWBE participation which will help the Water Board meet its overall goals.

Mr. Forster appreciates CPL's work in getting a better price for the Water Board.

Motion by Mr. Forster and seconded by Ms. Larkin to approve.

Brown __Y__ Forster __Y__ Larkin __Y__ Leffler __absent__ Kimble __Y__

Motion carried, 4-0, with one absence.

12. Unfinished Business

Mr. Forster asked about the status of securing sealed bids for the electrical service for the contractor trailers at the WWTP. Mr. Buzzelli from City Engineering has walked the site but needs to return to gather additional information to prepare the bid. Mr. Wright noted the area otherwise is prepared for contractors. Mr. Williamson noted that the contractors will not be on site until at least October.

13. New Business & Additional Items for Discussion

14. Executive Session

Motion by Ms. Larkin and seconded by Mr. Brown to enter executive session at 6:18 p.m. to discuss matters possibly leading to the discipline of a particular person, to discuss the appointment of a particular individual, and for the purpose of consulting legal counsel.

Brown __Y__ Forster __Y__ Larkin __Y__ Leffler __absent__ Kimble __Y__

Motion carried, 4-0, with one absence.

Mr. Costello explained for the public that was present on the call that when the Board enters executive session they will be exited out of the call but can dial right back in to be present when the Board returns from executive session.

Whereupon, a five-minute break was taken prior to beginning the executive session.

Motion by Mr. Forster and seconded by Ms. Kimble to enter back into the open meeting at 6:44 p.m.

Brown __Y__ Forster __Y__ Larkin __Y__ Leffler __absent__ Kimble __Y__

Motion carried, 4-0, with one absence.

Motion by Mr. Forster and seconded by Mr. Brown to appoint Mike Risan as the investigative officer for certain matters alleging a violation of the Board's Code of Conduct on the terms outlined in the Hodgson Russ proposal dated September 26, 2019, or if he has a conflict or is unable to serve as investigative officer, to appoint Chris Trapp as investigative officer on the terms outlined in Greco Trapp's proposal dated September 30, 2019.

Brown__Y__Forster__Y__Larkin__Y__Leffler__absent__Kimble__Y__

Motion carried, 4-0, with one absence.

15. Adjournment of Meeting

Motion by Ms. Kimble and seconded by Mr. Forster to adjourn at 6:46 p.m.

Brown__Y__Forster__Y__Larkin__Y__Leffler__absent__Kimble__Y__

Motion carried, 4-0, with one absence.

**Niagara Falls Water Board
Personnel Actions and Report
Monday, September 28, 2020**

Personnel Actions Sheet & Requested of the Board. All appointments are subject to the appointee meeting the minimum qualifications and all applicable civil service conditions.
--

A. PERSONNEL ACTIONS RECOMMEND TO HIRE				
Line Item Number	Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION
No new recommendations. Please see tabled items.				

B. RECOMMENDED PROMOTION / MOVE / APPOINTMENT				
Line Item Number	Position	Type of labor move	Change in pay rate or grade	ADDITIONAL INFORMATION
Note: One or more treatment plant Operator Trainees may have met the minimum time, training, and licensing requirements required for a promotion to Operator. If these can be confirmed in advance of the September 28, 2020 meeting, these promotions may be added here for Board approval.				

C. PREVIOUSLY TABLED PERSONNEL ACTIONS (From 2020)				
Line Item Number	Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION
1.0	MW2 (Maintenance Worker 2)	WWTP/Inside Maintenance	\$32,379.98	Group responsible for maintaining WWTP building and grounds. One retirement this month (September). Group will be at three; 2020 budget includes four positions. Tabled May 2020.
2.0	MW2 (Maintenance Worker 2)	WWTP/Inside Maintenance	\$32,379.98	Group supervisor has requested that the Board authorize hiring two MW2's to restore group strength and for succession planning as other group members near retirement. Tabled May 2020.
3.0	Deputy Director of Administrative Services	Administration	\$51,500.00	Authorized by Resolution 2020-01-008. An existing job specification is approved by Civil Service. No individual has been hired for this position.
4.0	Inventory Control Agent	Administration	\$51,500.00	Authorized by Resolution 2020-01-009. No job specification has been created/submitted for Civil Service approval. No individual has been hired for this position.
5.0	Project Engineer	Administration	Not set.	Tabled in May 2020.

D. OTHER ACTI OTHER PERSONNEL ACTIVITY FOR BOARD NOTIFICATION				
Holly Rudolph	Jr. HR Specialist	Administration	\$39,000 (approx.)	Resigned effective August 28, 2020.
John McNaughton	MW3	WWTP/Inside Maintenance	\$34,000 (approx.)	Retired effective September 25, 2020.

E. PERSONNEL ON LONG TERM LEAVE OF ABSENCE				
Name	Last Day Worked	Dept.	Return Status	Comments
Jesse Kuwik	Jan. 13 2020	WWTP/Maint.	9/6/2020	End of Military Deployment

**AUTHORIZING SETTLEMENT OF PERSONAL-INJURY LITIGATION
WITH ANTONIO TOLEDO**

WHEREAS, on or about June 27, 2017, following the service of a notice of claim, Antonio Toledo filed a lawsuit against the Niagara Falls Water Board seeking to recover for personal injuries allegedly resulting from the Water Board's negligence; and

WHEREAS, Mr. Toledo alleges that on August 30, 2016 he was standing in the gravel area between the curb and sidewalk, the ground moved beneath him, exposing a metal pipe alleged to be a water box, which lacerated two toes on his left foot, requiring 20 sutures; and

WHEREAS, the Water Board denies all negligence, fault, and responsibility for Mr. Toledo's accident, but the cost of further litigation, including a motion for summary judgment, substantially exceeds Mr. Toledo's current \$3,000 settlement demand; and

WHEREAS, resolving Mr. Toledo's claim at this juncture for less than the cost of further litigation is in the Water Board's best interests;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board be and is hereby authorized to pay the sum of \$3,000 to Fanizzi & Barr, P.C. as attorneys for Antonio Toledo as settlement in full of the case *Toledo v. City of Niagara Falls et al.*, Niagara County Supreme Court Index No. E161851/2017, on the condition that Mr. Toledo executes a general release acknowledging that no party admits fault for the underlying incident.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
GA.1930.0000.0449.599
Budget Line Provided by: K. Walker
Available Funds Confirmed by: K. Walker

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-09-002

**AWARD BID FOR 12 INCH COMBINED SEWER REPAIR PROJECT
NEAR CORNER OF WALNUT AVENUE AND TRONOLONE PLACE**

WHEREAS, the Niagara Falls Water Board (“Water Board”) identified a need to repair a section of 12-inch combined sewer in the right-of-way near the corner of Walnut Avenue and Tronolone Place; and

WHEREAS, on behalf of the Water Board, the City of Niagara Falls Engineering Department prepared specifications and solicited bids for the combined sewer repair; and

WHEREAS, the bids received have been reviewed and tabulated; and

WHEREAS, the verified and qualified low bidder for the project is Mark Cerrone, Inc., with a total base bid item price of \$36,120;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to contract with Mark Cerrone, Inc., for the repair of a 12-inch combined sewer near the corner of Walnut Avenue and Tronolone Place, for a total amount not to exceed the bid of \$36,120.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Capital Plan Item S-8, Sewer/GPS Infrastructure Projects – Miscellaneous
Capital Line Supplied by: B. Wright
Available Funds Confirmed by: K. Walker

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

ENGINEERING DEPARTMENT

August 24, 2020

Niagara Falls Water Board

Mayor Michael C. O'Laughlin
Niagara Falls Water Treatment Facility
5815 Buffalo Avenue
Niagara Falls, New York 14304

Attention: Mr. Sean Costello, Esq.
Acting Executive Director

Mr. Costello:

Attached to this brief letter please find the standard City of Niagara Falls/NFWB Bid Security Information and the Bid Tabulation Summary Sheets for the following project:

12" DIA. COMBINED SEWER REPAIR PROJECT WALNUT AVENUE and TRONOLONE PLACE

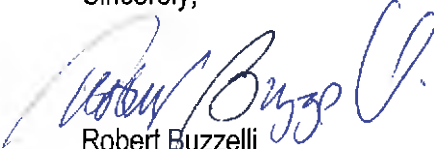
Arithmetical and typographical errors (if any) have been corrected and the entire package is offered for your continued review, reference, and ultimate contract award. The verified and qualified low bidder for this project is:

**MARK CERRONE, INC.
2368 MARYLAND AVENUE
NIAGARA FALLS, NEW YORK 14305**

at the total base bid item price of: **\$ 36,120.00**

Please contact me at your convenience if questions arise or additional clarification is deemed necessary.

Sincerely,


Robert Buzzelli
Civil Engineer III

attachments (2)

cc: file

**CONTRACT: 12" DIA. COMBINED SEWER REPAIR PROJECT
WALNUT AVENUE and TRONOLONE PLACE**

BID OPENING: **August 24, 2020**

TIME: **2:00 p.m.**

SHEET 01 OF 01

BID SECURITY: **- 5% -**

						PINTO CONSTRUCTION SERVICES, INC.		MARK CERRONE, INC		4th GENERATION CONSTRUCTION, INC.	
#	BID ITEM	QTY.	UNIT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1A	NEW 12" DIA. SDR 35 PVC SEWER PIPE	25	L.F.			500.00	12,500.00	605.00	15,125.00	1,200.00	30,000.00
1B	NEW 6" DIA. SDR 35 PVC SEWER PIPE	20	L.F.			450.00	9,000.00	87.00	1,740.00	200.00	4,000.00
2	PAVEMENT SAWCUTTING	75	L.F.			50.00	3,750.00	15.00	1,125.00	6.00	450.00
3	EXISTING MANHOLE ALTERATIONS	N.I.C.									
4	SUBBASE COURSE TYPE 2 STONE	30	S.Y.			80.00	2,400.00	34.00	1,020.00	40.00	1,200.00
5	ASPHALT CONCRETE BASE COURSE - TYPE 1 (8" THK.)	30	S.Y.			200.00	6,000.00	125.00	3,750.00	60.00	1,800.00
6	ASPHALT CONCRETE BINDER COURSE - TYPE 3 (2" THK.)	30	S.Y.			75.00	2,250.00	83.00	2,490.00	30.00	900.00
7	ASPHALT CONCRETE TOP COURSE - TYPE 7 (1-1/2" THK.)	30	S.Y.			75.00	2,250.00	52.00	1,560.00	30.00	900.00
8	TEMPORARY BYPASS PUMPING	N.I.C.									
9	MAINTENANCE AND PROTECTION OF TRAFFIC	1	L.S.			13,000.00	13,000.00	8,010.00	8,010.00	24,000.00	24,000.00
10	MOBILIZATION	1	L.S.			2,000.00	2,000.00	1,300.00	1,300.00	2,000.00	2,000.00

\$53,150.00
2

\$36,120.00
1

\$65,250.00
3

12" DIA. COMBINED SEWER REPAIR PROJECT - WALNUT AVE. & TRONOLONE PL.
BID SECURITY - CERTIFIED CHECK/BID BOND

BID OPENING: AUGUST 21, 2020

BID SECURITY - 5%

TIME: 2:00P.M.

[illegible]

**NEW WORLD ENTERPRISE RESOURCE PLANNING
SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES**

WHEREAS, the Niagara Falls Water Board (“Water Board”) utilizes Tyler Technologies’ New World Enterprise Resource Planning (“ERP”) system for financial, payroll, human resources, decision support, and utility management purposes; and

WHEREAS, the Water Board currently contracts with Tyler Technologies for the ERP system software at a cost of approximately \$55,000 per year and has been using the New World ERP system since its inception; and

WHEREAS, under the current ERP system software agreement, the Water Board owns and maintains the hardware and software necessary to run the ERP system in house; and

WHEREAS, the Water Board’s onsite hardware for the system is nearing the end of its useful life and was not designed for the current number of ERP system users; and

WHEREAS, this hardware limitation results in the ERP system becoming slow, unresponsive, and at times unavailable for users, preventing the completion of the various finance, payroll, billing, and other functions supported by the ERP; and

WHEREAS, the current ERP system hardware and software also requires significant maintenance, such as backups, patches, hardware fixes, and other support from the IT Department; and

WHEREAS, Tyler Technologies offers the useful features of the New World ERP system that the Water Board currently uses as a Software as a Service (SaaS) system (“New World SaaS”); and

WHEREAS, upgrading to the New World SaaS will provide an updated, cloud-based ERP system that will be reliable, will not require significant IT Department maintenance work, and will eliminate the need to purchase, setup, and install upgraded on-site hardware every few years; and

WHEREAS, the New World SaaS is secure and using the cloud system will have the added benefit of aiding in recovering data in the event of a disaster impacting hardware at the Water Board’s physical location; and

WHEREAS, upgrading to the New World SaaS will allow the Water Board to more fully utilize the ERP system, including implementing project accounting which has been requested by the Board; and

WHEREAS, Tyler Technologies has provided a quotation whereby it offers to provide the New World SaaS for \$108,653.19 per year under a three-year agreement, and there will be a one-time VPN setup fee of \$4,000, for a total three-year investment of \$332,459.57 based on up to 50 users; and

WHEREAS, this procurement is not subject to competitive bidding requirements under the Water Board’s procurement policy as the New World ERP is a proprietary system for which Tyler Technologies is the sole source;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Director of Financial Services hereby is authorized to contract with Tyler Technologies, Inc., for a three-year New World Enterprise Resource Planning Software as a Service Agreement in a total amount not to exceed \$332,459.57.

Water Board Personnel Responsible for Implementation of this Resolution:
Director of Financial Services

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
8150.0000.0446.008 (Software Maint/Licenses)
Budget Line Supplied by: K. Walker
Available Funds Confirmed by: K. Walker
Note: Balance over available funds to be paid in 2021, included in 2021 budget.

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the Niagara Falls Water Board.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system



management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.

- 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we

declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will



finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process,

we will:

- 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.2 provide support during our established support hours;
- 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.



3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).



- 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL**

TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will

reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Niagara Falls Water Board

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304

Attention: _____



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



New World ERP ASP Quotation

TO: Niagara Falls Water Bord
FROM: Christopher Vargo, Customer Care Manager
DATE: 08/10/20
RE:
PHONE: 810.407.1233
EMAIL: Christopher.Vargo@tylertech.com

		Annual ASP
Item Code	Description	Quote
	Financial Applications	
FM	Financial Management Base Suite	\$ 25,231.62
FM	Project Accounting	\$ 904.93
FM	Purchasing Base	\$ 19,093.86
	Payroll and Human Resources Applications	\$ -
HR	Human Resources Mgt. Base Suite	\$ 5,454.71
HR	Position Control	\$ 8,864.98
HR	Position Budgeting	\$ 5,454.73
	Decision Support Applications	\$ -
DSS	Decision Support Base Datamart	\$ -
DSS	Utilities Analytics	\$ 10,228.69
	Utility Management Applications	\$ -
UM	Utility Billing (Water/Sewer Base)	\$ 27,281.91
UM	Auto Meter Interface	\$ 6,137.76
	Annual Hosting Fee based on 3 year agreement	\$ 108,653.19
	Project Planning Services	\$ 2,500.00
	Onetime VPN Fee - 1 Device	\$ 4,000.00
	Total 3 year Investment	\$ 332,459.57

Recurring SaaS fee is based on a three (3) year commitment for up to Fifty (50) concurrent use
 Additional concurrent users will be billed at our then current rate which is currently \$1750 per
 SaaS fee is for two (2) environments (Live and Test)



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.



2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.



Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



**Exhibit C
Schedule 1
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

EXTENDING BID FOR PRIMARY TREATMENT POLYMER

WHEREAS, the Niagara Falls Water Board (“Water Board”) wastewater treatment plant (“WWTP”) requires the use of various chemicals in the process of treating wastewater; and

WHEREAS, one such chemical which must be purchased for use at the WWTP is a primary treatment polymer; and

WHEREAS, in 2018, with the assistance of City of Niagara Falls Purchasing, Water Board staff developed specifications for the required primary treatment polymer under Bid No. W2018-06; and

WHEREAS, by Resolution No. 2018-09-004, the Niagara Falls Water Board awarded the bid for primary treatment polymer to Slack Chemical Company, Inc., as the low bidder; and

WHEREAS, the bid for primary treatment polymer provides that:

The term of this contract/agreement shall be for one (1) year from the date of award. If mutually agreeable to the successful vendor and Board, this contract/agreement may be extended annually for up to two (2) years upon the same terms and conditions. All pricing must remain firm for the entire aforementioned terms.; and

WHEREAS, in November 2019, by Resolution No. 2019-11-004, the Water Board extended the primary treatment polymer bid through December 31, 2020, and the bid pricing and contractor’s service remain acceptable; and

WHEREAS, Water Board staff recommend the further extension of the primary treatment polymer bid through December 31, 2021;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the extension of the contract for primary treatment polymer with Slack Chemical Company, Inc., through December 31, 2021.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
GA-0419.016
Budget/Capital Line Supplied by: R. Dunn
Available Funds Confirmed by: K. Walker

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board



TO: The Board
FROM: Rolfe Porter
Executive Director
DATE: September 10, 2018
SUBJECT: Bid #W2018-06 Primary Treatment Polymer

We respectfully request you award the above referenced bid as follows:

TO: Slack Chemical Company, Incorporated
P.O. Box 30
Carthage, New York 13619-0030
FOR: Primary Treatment Polymer (Silverstar Sta Flocc 5368 – Niagara 3rd, also known as SNF FLOPAM
AN 934 WHM) \$ 1.39/lb.

The City Purchasing Department certifies that all bids were solicited in accordance with Section 103 of the General Municipal Law.

Notice that bids were to be received was advertised in the Niagara Gazette and bid requests were sent to thirteen (13) vendors. Five (5) responses were received, which included three (3) "No Bid" responses. The above referenced vendor submitted its bids based on the price per pound and the estimated number of pounds required annually for its products. The estimated annual usage is based on laboratory testing by staff of the Niagara Falls Water Board for each polymer submitted.

Funds for this expenditure are available in the Niagara Falls Water Board budget code GA.8130.0100.0419.016.

Will the Board so approve?

Respectfully submitted,

Rolfe Porter
Executive Director, NFWB


Douglas A. Janese, Jr.
Purchasing Agent

DAJ: lkh
Enc.

FORSTER ____ KIMBLE ____ LARKIN ____ LEFFLER ____ O'CALLAGHAN ____

5815 Buffalo Avenue • Niagara Falls, New York 14304 • 716 283-9770 • FAX 716 283-9748

www.nfwb.org

OFFICIAL TALLY SHEET

BID # W2018-06 PRIMARY TREATMENT POLYMER (NFWB)
BID OPENING: SEPTEMBER 5, 2018 11AM

PAGE 1 OF 1
SET 1 OF 2

ITEMS (2)		GEO Specialty Chemicals Attn: Brenda Owens 9213 Arch Street Pike Little Rock, AR 72206	Slack Chemical Company, Inc. PO Box 30 Carthage, NY 13619-0030	Coyne Chemical 3015 State Road Croydon, PA 19021-6997
1.	Primary Treatment Polymer (unit price per pound):	NO BID	Quantity: 15,000 lbs. Silverstar Sta Flocc 5368 – Niagara 3 rd \$1.39/lb.	NO BID
2.	Primary Treatment Polymer (unit price per pound):	NO BID	N/A	NO BID
	NOTES:			

OFFICIAL TALLY SHEET

BID # W2018-06 PRIMARY TREATMENT POLYMER (NFWB)
 BID OPENING: SEPTEMBER 5, 2018 11AM

PAGE 1 OF 1
 SET 2 OF 2

ITEMS (2)		Solenis, LLC Attn: Suzanne Brown 3 Beaver Valley Road Suite 500 Wilmington, DE 19803	Polydyne, Incorporated One Chemical Plant Road PO Box 279 Riceboro, GA 31323	XXX
1.	Primary Treatment Polymer (unit price per pound):	Quantity: 24, 096 lbs. Solenis, LLC Praestol 2540 \$1.48 / lb.	NO BID	
2.	Primary Treatment Polymer (unit price per pound):	Quantity: 24, 096 lbs. Solenis, LLC Praestol 2640 \$1.56 / lb.	NO BID	
	NOTES:			

**ADDITION OF PIPING PROJECTS TO
WWTP PROJECT 9 ENGINEERING SERVICES AGREEMENT**

WHEREAS, the Niagara Falls Water Board (“Water Board”) is engaged in multiple projects to rehabilitate and improve its wastewater treatment plant, including a project referred to as Project 9: Process Piping Improvements; and

WHEREAS, by way of Resolution No. 2020-07-011, the Water Board awarded an agreement for the necessary Project 9 engineering services to JM Davidson Engineering D.P.C. (“JM Davidson”) in an amount not to exceed \$114,560; and

WHEREAS, after the Project 9 scope of services was developed in connection with the numerous projects that the Water Board is required to complete under Consent Order R9-20170906-129 with the New York State Department of Environmental Conservation (“DEC”), the Water Board discovered that in addition to the process piping improvements that were initially made part of Project 9, the following piping projects are necessary to address failing or deficient WWTP infrastructure (“additional piping projects”):

- (1) Sludge pipeline replacement between thickened sludge pump building and the sludge building, at an estimated cost of \$750,000;
- (2) Underground sodium hypochlorite pipeline between the primary pump gallery and the scum building, at an estimated cost of \$225,000; and
- (3) Upgrade the sewer line from Sedimentation Basin No. 5, at an estimated cost of \$225,000; and

WHEREAS, JM Davidson has presented a proposal dated August 28, 2020 to perform the engineering services required for the additional piping projects – including design, bidding, construction administration, and construction inspection – as an addition to the scope of the previously authorized agreement for Project 9 engineering services, for an additional cost not to exceed \$68,855; and

WHEREAS, in December 2019 the DEC approved the use of up to \$375,000 in Phase 2 DASNY grant funds to cover one half of the estimated cost of this additional piping work; and

WHEREAS, this additional piping work has been added to the most recent draft of the Water Board’s five-year capital plan; and

WHEREAS, CPL has reviewed JM Davidson’s proposal for the additional piping projects and has noted that the price to add the additional piping projects to JM Davidson’s scope is less than CPL anticipated and that adding this work to JM Davidson’s existing scope will save time as well as construction administration and inspection costs; and

WHEREAS, CPL recommends that the work be awarded to JM Davidson as an addition to the scope of work for the Project 9 engineering services agreement previously authorized by the Water Board; and

WHEREAS, JM Davidson is a WBE firm, and the overall MWBE usage on the Project 9 engineering services with the scope addition will be approximately 90%;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board be and is hereby authorized to pay to JM Davidson Engineering D.P.C. up to \$68,855 to perform engineering services for the following piping projects at the wastewater treatment plant, as set forth in JM Davidson's August 28, 2020 proposal:

- (1) Sludge pipeline replacement between thickened sludge pump building and the sludge building;
- (2) Underground sodium hypochlorite pipeline between the primary pump gallery and the scum building; and
- (3) Upgrade the sewer line from Sedimentation Basin No. 5;

AND IT IS FURTHER RESOLVED, that the scope of work and fee authorized by this agreement shall be added to the previously-authorized JM Davidson scope of work for Project 9 engineering services, with the total funds authorized to be paid to JM Davidson pursuant to Resolution No. 2020-07-011 for the Project 9 engineering services plus the fees authorized by this Resolution for the scope of work set forth in JM Davidson's August 28, 2020 proposal now equal to \$183,450.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:

Draft CIP Item No. WWTP 11.3 - WWTP Phase II Grant - Upgrades to the Sewer Line from Sedimentation Basin No. 5 (Sam Grant Project ID #19246)

Draft CIP Item No. WWTP 11.4 - WWTP Phase II Grant - Replacement of Sludge and Hypochlorite Pipelines (Sam Grant Project ID #20545)

Capital Line Supplied by: D. Williamson

Per K. Walker, Water Board Share of Capital Cost Proposed to be Funded by Transfer to Capital from Interest Income

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

MEMORANDUM

TO: Patrick Fama, Executive Director
FROM: Jay Meyers, P.E., Civil Engineer
DATE: September 1, 2020
RE: Wastewater Treatment Plant Piping Projects

NFWB was looking for a cost proposal for Wastewater Treatment Plant Piping. The project scope is as follows:

1. Sludge pipeline replacement between thickened sludge pump building and the sludge building. Estimated cost, \$750,000.00
2. Underground sodium hypochlorite pipeline between primary pump gallery and the scum building. Estimated cost, \$225,000.
3. Upgrade the sewer line from sedimentation basin #5. Estimated cost \$225,000.

JM Davidson Engineering has the design and Construction services for Project-9, In Plant Piping Replacements. They were asked to give a proposal to incorporate the addition wastewater piping into Project-9. Their price was very reasonable and below what we anticipated the cost to be. By adding this project to their existing project, it cuts down on construction administration costs and inspection costs. The project will be 90% WMBE participation. Their costs for design is \$41,150 and the Construction Administration and Construction Inspection (CA/CI) is \$25,525. Total \$66,675.

It is our recommendation to award this additional work to JM Davidson Engineering.

August 28, 2020

Mr. Theodore Donner, PE
Project Manager
Clark Patterson Lee
26 Mississippi St.
Buffalo, New York 14203

**SUBJECT: SCOPE AND COST PROPOSAL
WASTEWATER TREATMENT PLANT UPGRADES
PROJECT 9, PROCESS PIPING IMPROVEMENTS – ADDITIONAL TASKS
NIAGARA FALLS WATER BOARD NIAGARA FALLS, NEW YORK**

Dear Mr. Donner,

JM Davidson Engineering, D.P.C. (JMD) appreciates the opportunity to submit the following scope and cost proposal for the above referenced project. JMD is a licensed design professional corporation and has been certified as both a Women Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) in New York State.

SCOPE OF WORK

In support of the NFWB's commitment to implement critical infrastructure improvements, CPL has requested assistance from JMD on three additional scope items to be completed as part of the previously authorized Project 9, Process Piping Improvements work, as follows:

- Replacement of three (3) sludge feed lines and (4) thickened sludge lines between the basement of the Thickened Sludge Building and the basement of the Sludge Building.
- Install a double contained 1-1/2-inch Sodium Hypochlorite line from the Primary Pump Gallery to the Scum Building.
- Upsize the existing 8-inch plant drain line, from Sedimentation Basin No. 5 to a junction MH for return flow to the head of the plant, to an 18-inch pipe.

The scope of JMD's services and basis of contract shall be as described herein, including the assumptions made in developing the scope of work.

It is important to note that unless otherwise stated, JMD will be self-performing the work noted herein. As such, **this project will result in a WBE utilization rate of over 90%**, thereby advancing the NFWB in meeting their overall M/WBE goals.

Task 1 – Preliminary Design Workshop – *Previously Authorized*

For clarity purposes, the additional preliminary design phase services required per this additional task will be discussed separately as "Task 1B" below. CPL and the NFWB shall view Task 1B as added-on services to perform the additional work required.

Task 1B – Preliminary Design Workshop

JMD's specific scope relative to this task has not changed. However, the overall effort to perform this task will increase to facilitate discussion and investigation into three additional areas of the plant. Refer to the attached Table 1 for details.

Task 2 – Design Phase Services – *Previously Authorized*

For clarity purposes, the additional design phase services required per this additional task will be discussed separately as "Task 2B" below. CPL and the NFWB shall view Task 2B as added-on services to perform the additional work required.

Task 2B – Design Phase Services – Additional Tasks

JMD will prepare plans and specifications for the sludge piping replacement, sodium hypochlorite line, and Sedimentation Basin No. 5 drain line as identified and agreed up on in the Basis of Design Technical Memorandum. Record plans will be used as background for the proposed drawings, including both demolition and proposed improvements. Pictures, tables, and details will be included on the drawings as necessary to identify the scope and limits of work efficiently and effectively.

It is assumed that this work will be combined with the previously authorized interior piping improvements. As the overall scope of the project has increased, to abide by Wick's Law, the combined piping improvements project will be bid as two separate contracts: General Construction and Plumbing.

JMD assumes that survey data obtained for the area between the Thickened Sludge Building and the Sludge Building will be provided by CPL/NFWB. An allowance of \$3,000 has been allocated as part of this additional task should survey be required in the area between the Sedimentation Basins and the Scum Building.

JMD's specific scope relative to this task is as follows:

- 2.1 Review available record plans, profiles and information regarding work recently performed in the area of the plant between the Sludge Building and the Thickened Sludge Building. Of particular interest are markups denoting the location of the recently installed sludge feed lines (2 in total) and process (city) water line, depth of cover, exact routing, and proximity (horizontal and vertical) to the electrical duct bank and gravity drain line.
- 2.2 Prepare the following additional plans:
 - a. Cover Sheet (1 sheet)
 - b. Index of Drawings and General Notes (1 sheet)
 - c. Site Utility Plan – Thickened Sludge Building Area- Demolition and Replacement (2 sheets)
 - d. Site Utility Plan – Sedimentation Basin Area – Demolition and Replacement (2 sheets)
 - e. Staging, Access, and Temporary Bypass Plan (1 sheet)
 - f. Sludge Building – Sludge Piping Demolition and Replacement (2 sheets)

g. Scum Building – Sodium Hypo Piping Demolition and Replacement (2 sheets)

h. Construction Details (2 additional sheets)

2.3 Prepare the following bid documents and additional technical specifications:

a. Standard Front End Documents in EJCDC Format including the sections below. It is our understanding that the NFWB also has standard front end documents, which JMD will prioritize over the EJCDC documents listed below if they are made available for our use.

i. Notice to Bidders

ii. Instruction to Bidders

iii. Bid Forms

iv. Disclosures

v. Notices

vi. Agreements

vii. General Conditions

viii. Supplementary Conditions

ix. Prevailing Wage Rates

x. Insurance Requirements

xi. M/WBE Requirements

b. General Division 1 including Summary of Work and Maintenance of Operations

c. Division 2 including Earthwork and Restoration

2.4 With consideration for the criticality of the sludge thickening and processing systems, JMD will meet with CPL/NFWB stakeholders to develop a prescriptive maintenance of operations plan for incorporation into the bid documents. Key items to discuss include site access, laydown areas, and temporary bypass.

2.5 Note that an additional allowance of \$5,000 has been allocated for the design of out of scope items that may arise during the detailed design phase. JMD will not perform work associated with this allowance until express written authorization has been received from CPL/NFWB.

Task 3 – Bidding Assistance – *Previously Authorized*

For clarity purposes, the additional bid phase services required per this additional task will be discussed separately as "Task 3B" below. CPL and the NFWB shall view Task 3B as added-on services to perform the additional work required.

Task 3B – Bidding Assistance

JMD's specific scope relative to this task will increase slightly to accommodate the work required to process and tabulate two separate bids, as well as issue two separate notice of awards. Refer to the attached Table 1 for details.

Task 4 – Construction Assistance / Resident Project Inspection – *Previously Authorized*

For clarity purposes, the additional construction phase services required per this additional task will be discussed separately as "Task 4B" below. CPL and the NFWB shall view Task 4B as added-on services to perform the additional work required.

Task 4B – Construction Assistance / Resident Project Inspection

JMD's specific scope relative to this task has not changed. However, the overall effort to perform this task will increase to facilitate discussion and investigation into three additional areas of the plant. We anticipate that two separate contractors may be awarded the interior and exterior work, and the interior piping contractor may be able to start work during the winter if contracts are in place, while the exterior contractor will likely begin in Spring, once weather permits. JMD's current contract includes 15 weeks (20 hours/week) of part-time inspection. To ensure there is enough inspection time to manage two contractors for the additional work, JMD has assumed a construction period of February 1, 2021 through July 2, 2021, or 22 weeks. We have included time for an additional 7 weeks of part-time inspection as part of this proposal. Should the construction duration run past July 2, 2021, JMD can provide a proposal for additional inspection. As JMD will be providing part-time inspection, we will only be able to verify the conformance of work to the plans and specifications when our inspector is on-site, and will rely on the contractors, NFWB, CPL or others to provide us with a narrative of the work performed when our inspector is not on-site. Refer to the attached Table 1 for details.

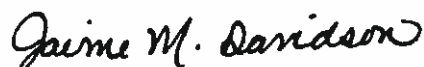
FEES AND TERMS

Services described above shall be provided on a Time and Expense basis with a fee not-to-exceed **\$68,855**. Our projected hours and rates are detailed in **Table 1**. Expenses will include actual expenditures incurred in the interest of the project.

JMD looks forward to working with you on this important project. If you have any questions regarding this proposal, please contact me at (716) 912-1423.

Sincerely,

JM Davidson Engineering, D.P.C.



Jaime M. Davidson, PE
President

TABLE 1 - JM DAVIDSON ENGINEERING - LABOR

Title / Level	PM & QA/QC	Project Engineer	Construction Inspector	TOTAL HOURS
Hourly Rate	\$130.00	\$130.00	\$105.00	
Task 1B -- Preliminary Design Workshop				
Review Additional Background Information from NFWB		4		4
Additional Work on Basis of Design Memo	8	16		24
Total Task 1B Hours	8	20		28
Task 2B -- Design Phase Services				
Develop Additional Drawings: 11 Drawings in Total				
Cover Sheet and Index of Drawings (1 dwg) - 2 Contracts per Wick's Law	1	2		3
General Notes, Site Plan and Details (1 dwg) - 2 Contracts per Wick's Law	2	4		6
Site Plan - Thickened Sludge Building (2 dwgs)	10	30		40
Site Plan - Sedimentation Basin Area (2 dwgs)	10	30		40
Staging, Access, and Temporary Bypass (1 dwg)	10	30		40
Sludge Building Piping Demo & Replacement (2 dwgs)	5	15		20
Scum Building Piping Demo & Replacement (2 dwgs)	5	15		20
Construction Details (2 dwgs)	5	15		20
Prepare Project Manual:				
Std EJCDC Front End Docs or NFWB Front End - 2 Contracts per Wick's Law	2	8		10
Division 1	2	8		10
Division 2	2	4		6
Opinion of Probable Construction Costs (OPCC)	4	8		12
Total Task 2B Hours	58	169	0	227
Subtotal Task 1B and Task 2B Hours	66	189	0	255
Subtotal Task 1B and Task 2B Cost	\$8,580.00	\$24,570.00	\$0.00	\$33,150.00
Survey Allowance				\$3,000.00
Detailed Design Out of Scope Allowance				\$5,000.00
TOTAL TASK 1B AND TASK 2B COST				\$41,150.00
Task 3B - Bidding Assistance				
Prepare Bid Tabulation		4	2	6
Provide Recommendation of Award	2	4		6
Issue Notice of Award	2	4		6
Total Task 3B Hours	4	12	2	18
TOTAL TASK 3B COST	\$520.00	\$1,560.00	\$210.00	\$2,080.00
Task 4B - Construction Assistance / Resident Project Inspection				
Review Shop Drawings (assume 10 add'l @ 2 hrs per review x 1 review)		20	5	25
Respond to RFIs and Issue COs (assume 4 add'l RFIs and 1 COs)	2	16	2	20
Issue Field Orders		8	2	10
Review and Approve Contractor Pay Applications (assume 4 add'l @ 2 hrs each)	2	8		10
Prepare Record Drawings		20		20
Additional Seven (7) Weeks Part Time Inspection (20 hrs/wk)			140	140
Total Task 4B Hours	4	72	149	225
TOTAL TASK 4B COST	\$520.00	\$9,360.00	\$15,645.00	\$25,525.00
Expenses:				\$100.00
TOTAL FEE:				\$68,855.00

**AUTHORIZING WWTP PROJECT 7
CONSTRUCTION PHASE ENGINEERING SERVICES**

WHEREAS, the Niagara Falls Water Board (“Water Board”) is engaged in multiple projects to rehabilitate and improve its wastewater treatment plant, including a project to make critical heating and ventilation improvements at the WWTP, referred to as “Project 7”; and

WHEREAS, the Water Board, through CPL acting as its engineers, issued a request for proposals for the Project 7 engineering work, and by way of Resolution No. 2018-10-017, the Water Board awarded EI Team, Inc., a contract to perform the design-phase engineering services required for Project 7; and

WHEREAS, the necessary Project 7 design is complete and bid documents have been prepared, and on behalf of the Water Board, CPL Engineers have negotiated a price for EI Team to perform the construction administration and construction inspection services that are necessary for the construction phase of Project 7; and

WHEREAS, CPL recommends that the Water Board authorize EI Team to perform the Project 7 construction administration and construction inspection services for a fee not to exceed \$28,520; and

WHEREAS, up to 50% of the cost of the work that is the subject of this resolution will be reimbursable under the Water Board’s State and Municipal Facilities Program (“SAM”) Grant, Project ID No. 15688, and EI Team is a MBE firm and therefore will satisfy the grant’s MWBE participation requirements;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to execute an agreement with EI Team, Inc., to perform the construction administration and construction inspection services necessary to complete WWTP Project 7, critical heating and ventilation improvements, for a total fee not to exceed \$28,520.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
CIP Item No. WWTP 7 - WWTP Rehab Phase 4G - HVAC Improvements (SAM Grant Project ID #15688)
Capital Line Supplied by: D. Williamson
Available Funds Confirmed by: K. Walker

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

MEMORANDUM

TO: Patrick Fama, Executive Director
FROM: Jay Meyers, P.E., Civil Engineer
DATE: September 1, 2020
RE: Project-7, HVAC, CA/CI

Project-7 was issued to EI Team for the design of upgrades to the HVAC systems in the wastewater plant. The design phase and bid documents are complete and ready for public bid.

The construction funds available are approximately \$1,033,581. We recommend EI Team for the CA/CI portion for this work. The price for CA/CI phase is \$28,520.00.

It is our recommendation to award this work to EI Team.

HVAC Project #7 - Construction Administration & Inspection

Task	Msn-Hours
Bidding Process & Respond to RFI	24
Contractor Selection Process	8
Kick-Off meeting with selected Contractor	8
Review Shop DWGs & Equipment Cut Sheet	40
Construction Administration (CA & CI for 28 weeks)	112
Update Record DWGs	16
Administration & Misc. items	40
Sub-total Man-Hours	248
Hourly Rate	\$ 115.00
Sub-total Fee for CA & CI	\$ 28,520.00

**AUTHORIZING WWTP PROJECT 5, PHASE 1, TASKS 2 AND 3 CONSTRUCTION
WORK AND CONSTRUCTION ADMINISTRATION AND INSPECTION**

WHEREAS, the Niagara Falls Water Board (“Water Board”) is engaged in multiple projects to rehabilitate and improve its Wastewater Treatment Plant (“WWTP”), including one project involving needed evaluation, repair, and upgrades to the electrical power system at the WWTP referred to as “Project 5”; and

WHEREAS, EI Team, Inc., previously was awarded a contract to perform a complete assessment of the electrical equipment at the WWTP as part of Project 5; and

WHEREAS, the condition assessment is complete, and resulted in recommendations from EI Team with which CPL, the Water Board’s engineers concur, immediately to perform certain work designated as Project 5, Phase 1, Tasks 2 and 3 under the previously awarded indefinite delivery/indefinite quantity (“IDIQ”) electrical work contract that was awarded to Ferguson Electric; and

WHEREAS, Phase 1, Task 2, is the replacement of electrical tie bus breakers in Power Centers 2 and 5, and Ferguson has presented August 26, 2020 proposals (No. PL31272) to complete the Power Center 2 work for \$38,677 and the Power Center 5 work for \$42,887, for a total Phase 1, Task 2 cost of \$81,564; and

WHEREAS, Phase 1, Task 3, is integration of the WWTP switchyard’s relays into the WWTP’s existing SCADA system, and Ferguson has presented August 26, 2020 proposal PL21374 to perform the necessary work for \$18,756; and

WHEREAS, EI Team’s price to perform the construction administration and construction inspection services for Project 5, Phase 1, Tasks 2 and 3, is \$16,700, and CPL advises that it believes this figure is excessive and has offered to perform the Project 5, Phase 1, Tasks 2 and 3 construction administration and construction inspection services under its current agreement with the Water Board for a total fee not to exceed \$4,000; and

WHEREAS, up to 50% of the cost of the work that is the subject of this resolution will be reimbursable under the Water Board’s State and Municipal Facilities Program (“SAM”) Grant, Project ID No. 15688, and MWBE requirements as necessary to meet the grant requirements were included in the IDIQ contract with Ferguson;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes Ferguson Electric, Inc., to perform the work called for in Project 5, Phase 1, Task 2, the replacement of electrical tie bus breakers in Power Centers 2 and 5, for a total cost not to exceed \$81,564; and

IT IS FURTHER RESOLVED, that the Niagara Falls Water Board hereby authorizes Ferguson Electric, Inc., to perform the work called for in Project 5, Phase 1, Task 3, integration of the WWTP switchyard's relays into the WWTP's existing SCADA system, for a total cost not to exceed \$18,756; and

IT IS FURTHER RESOLVED, that CPL is authorized to perform the construction administration and construction inspection services for Project 5, Phase 1, Tasks 2 and 3, utilizing previously approved funds for CPL's services and for a total fee not to exceed \$4,000.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
CIP Item No. WWTP 5 - WWTP Rehab Phase 4E - Electrical Improvements
(SAM Grant Project ID #15688)
Capital Line Supplied by: D. Williamson
Available Funds Confirmed by: K. Walker

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

MEMORANDUM

TO: Patrick Fama, Executive Director/Attorney
FROM: Jay Meyers, P.E., Civil Engineer
DATE: September 1, 2020
RE: Project-5, Phase-1, Tasks 2 and 3

Project-5 was issued to EI Team. The first phase had 3 tasks:

1. Perform a complete assessment of all the electrical equipment in the wastewater plant. Between EI Team and Ferguson Electric this was completed.
2. Provide bid documents to replace two (2) electrical bus tie breakers on power centers 2 and 5.
3. Provide did documents to incorporate the electrical switchyard into the plant SCADA system.

EI Team has recommended that Ferguson Electric be allowed to perform the work for tasks 2 and 3 under their current ID/IQ contract. The cost of task 2 is \$81,560. Labor is \$6,080 and materials are \$75,484. This would take approximately 2-3 days to complete. The cost for task-3 integrate the switchyard SCADA is \$38,677. Labor is \$7600 and materials are \$31,077. This task should take approximately 5-7 days.

It is our recommendation that CPL perform the CA/CI on this phase as it is not very involved for a price not to exceed \$4,500.00. EI Team was proposing \$16,700 which we thought to be excessive

It is our recommendation to award this additional work to Ferguson Electric.

Service Division

Your exclusive TEGG® Service provider

- Electrical preventative maintenance programs
- 24-hour emergency service
- Troubleshooting and repair

August 26, 2020

Niagara Falls Water Board
Municipal Water Plant
5815 Buffalo Avenue
Niagara Falls, NY 14304

Attention: Mr. Jay Meyers

Re: Power Center #5 - FES#PL21372

Dear Jay,

We are pleased to submit this proposal for the upgrade of the Power Center 5 tie breaker.

We will:

- Remove the existing 800amp tie breaker.
- Rebuild the tie cubicle.
- Furnish and install a 1600amp tie breaker.
- Modify the existing bus in the rear of the switchgear to 1600amp rating.

Our price for the above is **FORTY-TWO THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS (\$42,887.00).**

Our price is subject to all applicable sales tax unless otherwise directed by your order to proceed. Our price is based on performing the work during straight-time hours, 7:00 a.m. – 3:30 p.m., Monday through Friday, excluding Sundays or holidays.

Notes:

- We will perform all work strictly according to Article 70E of the NFPA dealing with the Arc Flash Protection.
- We will require the switchgear to be de-energize to complete some of the modifications.
- Our price does not include any temporary power should any be required.



We appreciate the opportunity to work with the **Niagara Falls Water Board**.

We await your written authorization of acceptance so that we may begin work on this project in a timely, satisfactory manner.

If there are questions, please do not hesitate to contact me.

Respectfully Submitted,

FERGUSON ELECTRIC SERVICE CO., INC.

Daniel R. Schultz
Electrical Services Manager

Service Division

Your exclusive TEGG® Service provider

- o Electrical preventative maintenance programs
- o 24-hour emergency service
- o Troubleshooting and repair

August 26, 2020

Niagara Falls Water Board
Municipal Water Plant
5815 Buffalo Avenue
Niagara Falls, NY 14304

Attention: Mr. Jay Meyers

Re: Power Center #2 - FES#PL21372

Dear Eric,

We are pleased to submit this proposal for the upgrade of the Power Center 2 tie breaker.

We will:

- Remove the existing 800amp tie breaker.
- Furnish and install a 1600amp tie breaker.
- Modify the existing bus in the rear of the switchgear to 1600amp rating.

Our price for the above is **THIRTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS (\$38,677.00).**

Our price is subject to all applicable sales tax unless otherwise directed by your order to proceed. Our price is based on performing the work during straight-time hours, 7:00 a.m. – 3:30 p.m., Monday through Friday, excluding Sundays or holidays.

Notes:

- We will perform all work strictly according to Article 70E of the NFPA dealing with the Arc Flash Protection.
- We will require the switchgear to be de-energize to complete some of the modifications.
- Our price does not include any temporary power should any be required.



We appreciate the opportunity to work with the **Niagara Falls Water Board**.

We await your written authorization of acceptance so that we may begin work on this project in a timely, satisfactory manner.

If there are questions, please do not hesitate to contact me.

Respectfully Submitted,

FERGUSON ELECTRIC SERVICE CO., INC.

Daniel R. Schultz
Electrical Services Manager

Service Division

Your exclusive TEGG® Service provider

- o Electrical preventative maintenance programs
- o 24-hour emergency service
- o Troubleshooting and repair

August 26, 2020

Niagara Falls Water Board
Municipal Water Plant
5815 Buffalo Avenue
Niagara Falls, NY 14304

Attention: Mr. Jay Meyers

Re: Switchyard SCADA - FES#PL21374

Dear Jay,

We are pleased to submit this proposal for the addition of the existing Schweitzer Relays to the facilities SCADA system.

We will provide the necessary components to connect the existing Schweitzer relays to the SCADA system.

We have included the necessary programming and engineering to complete the above scope.

Our price for the above is **EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS (\$18,756.00).**

Our price is subject to all applicable sales tax unless otherwise directed by your order to proceed. Our price is based on performing the work during straight-time hours, 7:00 a.m. – 3:30 p.m., Monday through Friday, excluding Sundays or holidays.

Notes:

- We will perform all work strictly according to Article 70E of the NFPA dealing with the Arc Flash Protection.

We appreciate the opportunity to work with the **Niagara Falls Water Board.**

We await your written authorization of acceptance so that we may begin work on this project in a timely, satisfactory manner.

If there are questions, please do not hesitate to contact me.

Respectfully Submitted,

FERGUSON ELECTRIC SERVICE CO., INC.

A handwritten signature in black ink, appearing to read 'D. Schultz', with a long horizontal stroke extending to the right.

Daniel R. Schultz
Electrical Services Manager

AUTHORIZING WWTP PROJECT 5, PHASE 2 ENGINEERING SERVICES

WHEREAS, the Niagara Falls Water Board (“Water Board”) is engaged in multiple projects to rehabilitate and improve its Wastewater Treatment Plant (“WWTP”), including one project involving needed evaluation, repair, and upgrades to the electrical power system at the WWTP referred to as “Project 5”; and

WHEREAS, EI Team, Inc., previously was awarded a contract to perform a complete assessment of the electrical equipment at the WWTP as part of Project 5, the total project budget for which is \$2,600,000; and

WHEREAS, the condition assessment is complete, and after completing EI Team’s work to date and certain urgent, immediate tasks as previously authorized by Board resolution there remains a budget available for construction of further electrical system work of approximately \$1,933,500; and

WHEREAS, CPL, as the Water Board’s engineers, has negotiated a fee for EI Team to perform the design-phase engineering services for the remainder of the work to be completed under Project 5 of \$133,566,40, and a fee for the associated construction administration and construction inspection services of \$65,374.40; and

WHEREAS, CPL recommends that the Water Board authorize EI Team to perform the design- and construction-phase services for the remainder of Project 5; and

WHEREAS, up to 50% of the cost of the work that is the subject of this resolution will be reimbursable under the Water Board’s State and Municipal Facilities Program (“SAM”) Grant, Project ID No. 15688, and EI Team is a MBE firm and therefore will satisfy the grant’s MWBE participation requirements;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to execute an agreement with EI Team, Inc., to perform the design and construction services for the projects to be completed under the remaining funds available for WWTP Project 5 for a total combined fee not to exceed \$198,940.80.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
CIP Item No. WWTP 5 - WWTP Rehab Phase 4E - Electrical Improvements
(SAM Grant Project ID #15688)
Capital Line Supplied by: D. Williamson
Available Funds Confirmed by: K. Walker

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

MEMORANDUM

TO: Patrick Fama, Executive Director
FROM: Jay Meyers, P.E., Civil Engineer
DATE: September 1, 2020
RE: Project-5, Phase-2, Design, CA/CI

Project-5 was issued to EI Team. The first phase had 3 tasks:

1. Perform a complete assessment of all the electrical equipment in the wastewater plant. Between EI Team and Ferguson Electric this was completed.
2. Provide bid documents to replace two (2) electrical bus tie breakers on power centers 2 and 5. Completed.
3. Provide did documents to incorporate the electrical switchyard into the plant SCADA system. Completed.

In Task-1, EI Team with the help of Ferguson Electric did a complete facility assessment of the electrical equipment. In the report they prioritized the immediate needs that can be upgraded within the budget of Project-5.

The construction funds available are approximately \$1,933,500. We recommend EI Team for the design phase and the CA/CI portion for this work. The price for the design work is \$133,566.40 and the CA/CI phase is \$65,374.40.

It is our recommendation to award this work to EI Team..

A	B	C	D	E	F	G	H	I	J	K	L
1											
2	Phase II - Construction Cost Calculation, A/E Fee Calculation & Construction Administration & Inspection										
3											
4											
5											
6	Phase II Tasks	Construction Cost Estimate		Design Man-Hours	CA & CI						
7											
8	Switch Yard Ground Cleaning & Stone	\$ 35,000.00		32	16						
9	Upgrade Switchyard Lightening & Grounding	\$ 48,000.00		40	16						
10											
11	Buildings Lightening Protection	\$ 150,000.00		120	32						
12											
13	Site wide Ground Lightening retrofit	\$ 20,000.00		60	24						
14	PC1 - Tie Breaker	\$ 35,000.00		40	8						
15	PC2 - Tie Breaker	Phase I									
16	PC3 - Tie Breaker	N/A									
17	PC4 - Tie Breaker	N/A									
18	PC5 - Tie Breaker	Phase I									
19	PC6 - Tie Breaker	N/A									
20											
21	T1A - Transformer, Interlock, Protective Relay, etc.	\$ 142,500.00		40	16						
22	T1B - Transformer, Interlock, Protective Relay, etc.	Via Insurance will be changed		0	0						
23	T2A - Transformer, Interlock, Protective Relay, etc.	\$ 120,000.00		40	16						
24	T2B - Transformer, Interlock, Protective Relay, etc.	\$ 120,000.00		40	16						
25	T3A - Transformer, Interlock, Protective Relay, etc.	\$ 120,000.00		40	16						
26	T4A - Transformer, Interlock, Protective Relay, etc.	\$ 120,000.00		40	16						
27	T5A - Transformer, Interlock, Protective Relay, etc.	\$ 120,000.00		40	16						
28	T5B - Transformer, Interlock, Protective Relay, etc.	\$ 120,000.00		40	16						
29	T6A - Transformer, Interlock, Protective Relay, etc.	\$ 120,000.00		40	16						
30											
31	PC1 - Breakers (as needed & As many)	\$ 85,500.00		32	16	EI Team to review each PC and based on Ferguson					
32	PC2 - Breakers (as needed & As many)	\$ 85,500.00		32	16	input and as the need present itself, design upgrade and replacement					
33	PC3 - Breakers (as needed & As many)	\$ 85,500.00		32	16						
34	PC4 - Breakers (as needed & As many)	\$ 85,500.00		32	16						
35	PC5 - Breakers (as needed & As many)	\$ 85,500.00		32	16						
36	PC6 - Breakers (as needed & As many)	\$ 85,500.00		32	16						
37											
38	PC1 - Meters, Relays, Protections, etc.	\$ 25,000.00		32	16	EI Team to review each PC and based on Ferguson					
39	PC2 - Meters, Relays, Protections, etc.	\$ 25,000.00		32	16	input and as the need present itself, design upgrade and replacement					
40	PC3 - Meters, Relays, Protections, etc.	\$ 25,000.00		32	16						
41	PC4 - Meters, Relays, Protections, etc.	\$ 25,000.00		32	16						
42	PC5 - Meters, Relays, Protections, etc.	\$ 25,000.00		32	16						
43	PC6 - Meters, Relays, Protections, etc.	\$ 25,000.00		32	16						
44											
45	MCC- P1					Not quite sure which MCC they referred to at this point.					
46	MCC- P2					Thinking possibly MCC-P1 located in C-102 Corridor					
47	MCC- P3					where the main and intermediate pumps are					
48	MCC- P4										

	A	B	C	D	E	F	G	H	I	J	L
49	MCC - P5										
50	MCC - Y1										
51	MCC - C1										
52	MCC - 3										
53	MCC-S-2A										
54	MCC-S-2B										
55	MCC-S-2C										
56	MCC-S3 (44-7=37 Breakers)										
57	MCC-SB										
58	MCC-Y2										
59	MCC-K1										
60											
61	Administration & MISC Expenses				40	24					
62											
63		Sub-total Construction Cost Estimate \$	1,933,500.00		1,036.00	440.00					
64		Administration			120	120					
65		Misc. Expenses			\$ 626.40	\$ 974.40					
66		Average Hourly Rate			\$ 115.00	\$ 115.00					
67		Sub-total			\$ 133,566.40	\$ 65,374.40					

During initial review (Phase I), EI Team was told, NFWWT operational staff prefer one of the MCC in Carbon Filter Area (Operation Room) to be moved to different location and entire MCC to be upgraded & retrofitted.
NFWWT & CPL direction is required

	A	B	C
1			
2			
3		Project Five (5) Tasks	Budget
4			
5		Project 5 - EI Team Task 1-3 Fee	\$ 102,120.00
6		Ferguson Electric (Per CPL Direction)	\$ 179,009.93
7		CA/CI Tasks 2 & 3	\$ 16,100.00
8		Task 2&3 Construction Cost	\$ 95,000.00
9			
10		Phase II - Construction Cost A/E Fee	\$ 1,933,500.00
11		Phase II - A/E Fee	\$ 133,566.40
12		Phase II - CA & CI	\$ 65,374.40
13			
14		Sub-total	\$ 2,524,670.73
15		Project funding	\$ 2,600,000.00
16		Contingency	\$ 75,329.27

	A	B	C	D
1				
2				
3		Phase I - Task 2 & 3 Construction Administration & Inspection		
4				
5		Task	Msn-Hours	
6				
7		Contractual issue	40	
8		Construction Administration	68	
9		Update Record DWGs	16	
10		Administration & Misc. expenses	16	
11		Sub-total	140	
12		Hourly rate	\$ 115.00	
13		Sub-total	\$ 16,100.00	
14				
15				
16				
17		HVAC Project #7 - Construction Administration & Inspection		
18				
19		Task	Msn-Hours	
20		Bidding Process & Respond to RFI	24	
21		Contractor Selection Process	8	
22		Kick-Off meeting with selected Contractor	8	
23		Review Shop DWGs & Equipment Cut Sheet	40	
24		Construction Administration (CA & CI for 28 weeks)	112	
25		Update Record DWGs	16	
26		Administration & Misc. items	40	
27		Sub-total Man-Hours	248	
28		Hourly Rate	\$ 115.00	
29		Sub-total Fee for CA & CI	\$ 28,520.00	

**AUTHORIZING TAKE HOME VEHICLE FOR SUPERVISOR OF
COLLECTIONS AND DISTRIBUTION (OUTSIDE MAINTENANCE)**

WHEREAS, the Niagara Falls Water Board (“Water Board”) motor vehicle use policy adopted pursuant to Resolution No. 2018-11-017 provides in part that “[u]nless specifically authorized by a Water Board contract or resolution, no Water Board employee shall be permitted to take home a Water Board vehicle overnight”; and

WHEREAS, the Water Board’s past practice allowed the individual responsible for supervision of the collections and distribution (outside maintenance) crews to take home a vehicle because that person is called upon to respond to emergencies in the collection and distribution system, such as water main breaks and plugged sewers, at all hours; and

WHEREAS, it is Water Board policy for employees responding to emergencies in the collection and distribution system to use Water Board vehicles, which are equipped with safety lighting and in which are stored tools and safety equipment such as valve keys and cones; and

WHEREAS, when responding to a collection and distribution system emergency the Supervisor of Collections and Distribution currently is required first to drive to the outside maintenance facility at the wastewater treatment plant to retrieve a Water Board vehicle which delays the Water Board’s response; and

WHEREAS, allowing the Supervisor of Collections and Distribution to take home a Water Board vehicle would facilitate more prompt action to isolate broken water mains to prevent further damage, to begin the process of marking utilities for Dig Safely purposes, and to determine the appropriate personnel to call-in for any emergency repairs that are required; and

WHEREAS, allowing a take-home vehicle for the Supervisor of Collections and Distribution would be consistent with prior vehicle assignments, and appropriate because often the Supervisor of Collections and Distribution is the first or only individual expected to travel directly to an incident; and

WHEREAS, prompt responses to emergencies in the collection system are important to protect life, health, and property; and

WHEREAS, all Water Board passenger vehicles are marked and equipped with GPS units to monitor usage, which minimizes and risk of improper use;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Supervisor of Collections and Distribution to take home a Water Board vehicle, with no personal use beyond commuting to and from Water Board work sites permitted and with the requirement that the vehicle's GPS unit remain active at all times.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Not applicable.

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-09-010

**AWARD BID FOR GENERAL CONTRACT WORK
WWTP PROJECT 1: SEDIMENTATION BASINS
AND SCUM COLLECTION SYSTEM MODIFICATIONS**

WHEREAS, the Niagara Falls Water Board (“Water Board”) contracted with AECOM USA, Inc. (“AECOM”), to prepare designs, plans, and specifications for certain work to restore scum pumping and install fine screen, replacement of traveling bridges with chain and flight equipment, replacement of both isolation plate guides, and submersible pumping system upgrades in sedimentation basins (“Project 1”), required pursuant to Order on Consent R9-20170906-129 with the New York State Department of Environmental Conservation; and

WHEREAS, in compliance with New York law, the electrical and general contractor portions of Project 1 have been separately bid; and

WHEREAS, four bids were received for the general contractor portion of Project 1; and

WHEREAS, the low bidder for the Project 1 general contractor work was Hohl Industries, with a total bid of \$7,422,010; and

WHEREAS, AECOM recommends the award of the bid to Hohl Industries; and

WHEREAS, up to one half of the cost of the work that is being awarded pursuant to this resolution will be reimbursable under the Water Board’s State and Municipal Facilities Program (“SAM”) Grant, Project ID No. 15688;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to contract with Hohl Industries for the WWTP Project 1 General Contractor work, for a total amount not to exceed the bid of \$7,422,010.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
CIP Item No. WWTP 5 - WWTP Rehab Phase 4A - Sed. Basins & Scum
(SAM Grant Project ID #15688)
Capital Line Supplied by: D. Williamson
Available Funds Confirmed by: K. Walker

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board



September 15, 2020

Mr. Patrick Fama, Executive Director
Niagara Falls Water Board
5818 Buffalo Avenue
Niagara Falls, New York 14304

RE: Recommendation for Contract Award
NFWB Project 1: Sedimentation Basins and Scum Collection System Modifications

Dear Mr. Fama:

The following General Contract bids were received on September 4th, 2020 for the NFWB Project 1: Sedimentation Basins and Scum Collection System Modifications:

<u>Bidder</u>	<u>Total Bid</u>
Hohl Industries	\$7,422,010.00
STC	\$8,258,900.00
Quackenbush Co.	\$8,775,755.00*
John W. Danforth	\$9,069,000.00
Engineer's Estimate	\$8,451,433.00

*Adjusted amount

All Bidders submitted an appropriate Bid Bond.

See attached Bid Tabulation Sheet for information.

AECOM reviewed the bid documents received from the above bidders and noted the following discrepancies:

Hohl Industries:

- Didn't include corporate evidence of authority to sign contract.

STC:

- Item Bids not written out in word form. Only wrote bid items in numerically. Total bid amount was written numerically and word.

Quackenbush Co.:

- Bid Item 6G– Unit bid price written as \$1,267. This changes the amount bid for this item from \$19,000 to \$19,005 – **ADDED \$5 to bid, bid was correct and noted * above.**

AECOM
257 West Genesee Street Suite 400
Buffalo, NY 14202
Tel: 716.856.5636
Fax: 716.856.2545

J:\Projects\60603097_NFWBP1_Sed\500_Deliverables\BID\Letter of recommendation 9.15.2020.docx

MR. PATRICK FAMA
SEPTEMBER 15, 2020

PAGE 2 OF 2

- Bid Item 8B– Unit bid price written as \$3,567. This changes the amount bid for this item from \$107,000 to \$107,010 – **ADDED \$10 to bid, bid was correct and noted * above.**
- Bid Item 8D– Unit bid price written as \$79. This changes the amount bid for this item from \$11,000 to \$11,060– **ADDED \$60 to bid, bid was correct and noted * above.**
- Bid Item 8E– Unit bid price written as \$448. This changes the amount bid for this item from \$408,000 to \$407,680 – **SUBTRACT \$320 to bid, bid was correct and noted * above.**
- With the correction above the total bid changed from \$8,776,000 to \$8,775,755.
- Didn't include corporate evidence of authority to sign contract.

AECOM considers the irregularities to the bids detailed above to be minor and recommends that the NFWB accepts the bids as noted above.

AECOM recommends that the NFWB accepts the low bidder, Hohl Industrial, for the General Construction Contract in the amount of \$7,422,010.00.

No Electrical Contract bids were received on September 4th, 2020. AECOM called several electrical contractors on September 8th, 2020 to find out why they didn't bid. They reported that they were too busy to estimate or didn't find out about the project in time to bid. All were interested in a re-bid. The electrical re-bid was advertised September 9th, 2020 and bids are scheduled to be due on October 1st, 2020.

If you have any questions, please call AECOM at 856-5636.

Sincerely,

AECOM



Jeffrey Tudini
Project Engineer

Attachment: Bid Tabulation (Complete)
Bid Tabulation (Short form w/Engineer's Estimate)
Bid Tabulation (Short form, suitable for release to Contractors or other parties requesting it)

BID OPENING:

PROJECT 1 - SEDIMENTATION BASINS AND SCUM COLLECTION SYSTEM MODIFICATIONS
 Niagara Falls Water Board
 5815 Buffalo Avenue, Niagara Falls, NY 14304

Date: Friday 9/4/2020
 Time: 2:00 PM
 Place: NFWB Water Plant

GC BID TAB

Item Number	Quantity	Unit	Item Description	Engineer's Estimate		Hohl Industrial		STC		Quackenbush Co.		John W. Danforth		
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
														770 Riverview Blvd. Tonawanda, NY 14150
Item 1 - Sedimentation Basin #1 Modification					\$ 252,289		\$ 220,800		\$ 307,400		\$ 301,000		\$ 381,400	
1A	2	Each	Chain and Flight Modification	\$ 24,918	\$ 49,835	\$ 24,650	\$ 49,300	\$ 16,000	\$ 32,000	\$ 30,500	\$ 61,000	\$ 65,500	\$ 131,000	
1B	1	LS	Effluent Weir Modification	\$ 159,805	\$ 159,805	\$ 109,200	\$ 109,200	\$ 202,000	\$ 202,000	\$ 162,000	\$ 162,000	\$ 174,400	\$ 174,400	
1C	2	Each	Remove & Relocate Scum Collector Pipe	\$ 21,325	\$ 42,649	\$ 31,150	\$ 62,300	\$ 36,700	\$ 73,400	\$ 39,000	\$ 78,000	\$ 38,000	\$ 76,000	
Item 2 - Sedimentation Basin #2 Improvements					\$ 1,266,218		\$ 1,119,600		\$ 1,289,200		\$ 1,405,000		\$ 1,476,400	
2A	1	LS	Demolition of Traveling Bridge and Rail	\$ 72,225	\$ 72,225	\$ 38,300	\$ 38,300	\$ 45,400	\$ 45,400	\$ 70,000	\$ 70,000	\$ 243,000	\$ 243,000	
2B	2	Each	Chain and Flight Installation	\$ 240,123	\$ 480,246	\$ 198,300	\$ 396,600	\$ 224,000	\$ 448,000	\$ 288,500	\$ 577,000	\$ 270,000	\$ 540,000	
2C	1	LS	Effluent Weir Modifications	\$ 159,805	\$ 159,805	\$ 157,600	\$ 157,600	\$ 200,600	\$ 200,600	\$ 158,000	\$ 158,000	\$ 172,400	\$ 172,400	
2D	2	Each	Remove & Relocate Scum Collector Pipe	\$ 21,325	\$ 42,649	\$ 31,150	\$ 62,300	\$ 35,600	\$ 71,200	\$ 40,500	\$ 81,000	\$ 38,000	\$ 76,000	
2E	1	LS	Preparation of Sedimentation Basin #2	\$ 511,293	\$ 511,293	\$ 464,800	\$ 464,800	\$ 524,000	\$ 524,000	\$ 519,000	\$ 519,000	\$ 445,000	\$ 445,000	
Item 3 - Sedimentation Basin #3 Improvements					\$ 1,266,218		\$ 1,047,900		\$ 1,345,200		\$ 1,364,000		\$ 1,460,260	
3A	1	LS	Demolition of Traveling Bridge and Rail	\$ 72,225	\$ 72,225	\$ 38,300	\$ 38,300	\$ 45,400	\$ 45,400	\$ 70,000	\$ 70,000	\$ 256,000	\$ 256,000	
3B	2	Each	Chain and Flight Installation	\$ 240,123	\$ 480,246	\$ 193,600	\$ 387,200	\$ 218,500	\$ 437,000	\$ 283,500	\$ 567,000	\$ 266,500	\$ 533,000	
3C	1	LS	Effluent Weir Modifications	\$ 159,805	\$ 159,805	\$ 109,300	\$ 109,300	\$ 200,600	\$ 200,600	\$ 159,000	\$ 159,000	\$ 170,000	\$ 170,000	
3D	2	Each	Remove & Relocate Scum Collector Pipe	\$ 21,325	\$ 42,649	\$ 31,150	\$ 62,300	\$ 35,600	\$ 71,200	\$ 40,500	\$ 81,000	\$ 38,000	\$ 76,000	
3E	1	LS	Preparation of Sedimentation Basin #3	\$ 511,293	\$ 511,293	\$ 450,800	\$ 450,800	\$ 591,000	\$ 591,000	\$ 487,000	\$ 487,000	\$ 425,260	\$ 425,260	
Item 4 - Sedimentation Basin #4 Improvements					\$ 1,266,218		\$ 1,023,200		\$ 1,266,300		\$ 1,310,000		\$ 1,408,000	
4A	1	LS	Demolition of Traveling Bridge and Rail	\$ 72,225	\$ 72,225	\$ 38,300	\$ 38,300	\$ 45,400	\$ 45,400	\$ 70,000	\$ 70,000	\$ 243,000	\$ 243,000	
4B	2	Each	Chain and Flight Installation	\$ 240,123	\$ 480,246	\$ 187,800	\$ 375,600	\$ 213,500	\$ 427,000	\$ 279,000	\$ 558,000	\$ 260,000	\$ 520,000	
4C	1	LS	Effluent Weir Modifications	\$ 159,805	\$ 159,805	\$ 109,200	\$ 109,200	\$ 200,600	\$ 200,600	\$ 157,000	\$ 157,000	\$ 169,000	\$ 169,000	
4D	2	Each	Remove & Relocate Scum Collector Pipe	\$ 21,325	\$ 42,649	\$ 31,150	\$ 62,300	\$ 35,600	\$ 71,200	\$ 40,500	\$ 81,000	\$ 38,000	\$ 76,000	
4E	1	LS	Preparation of Sedimentation Basin #4	\$ 511,293	\$ 511,293	\$ 437,800	\$ 437,800	\$ 522,100	\$ 522,100	\$ 444,000	\$ 444,000	\$ 400,000	\$ 400,000	
Item 5 - Sedimentation Basin #5 Improvements					\$ 1,394,963		\$ 1,090,000		\$ 1,417,900		\$ 1,358,000		\$ 1,454,400	
5A	1	LS	Demolition of Traveling Bridge and Rail	\$ 72,225	\$ 72,225	\$ 38,300	\$ 38,300	\$ 45,300	\$ 45,300	\$ 70,000	\$ 70,000	\$ 151,000	\$ 151,000	
5B	2	Each	Chain and Flight Installation	\$ 240,123	\$ 480,246	\$ 189,800	\$ 379,600	\$ 203,000	\$ 406,000	\$ 275,500	\$ 551,000	\$ 257,000	\$ 514,000	
5C	1	LS	Effluent Weir Modifications	\$ 159,805	\$ 159,805	\$ 105,600	\$ 105,600	\$ 205,000	\$ 205,000	\$ 150,000	\$ 150,000	\$ 187,000	\$ 187,000	
5D	2	Each	Remove & Relocate Scum Collector Pipe	\$ 21,325	\$ 42,649	\$ 31,150	\$ 62,300	\$ 34,500	\$ 69,000	\$ 40,500	\$ 81,000	\$ 35,450	\$ 70,900	
5E	1	LS	Preparation of Sedimentation Basin #5	\$ 511,293	\$ 511,293	\$ 424,800	\$ 424,800	\$ 455,000	\$ 455,000	\$ 397,000	\$ 397,000	\$ 415,000	\$ 415,000	
5F	2	Each	Floating Scum Baffle Installation	\$ 20,343	\$ 40,687	\$ 21,650	\$ 43,300	\$ 84,000	\$ 168,000	\$ 22,000	\$ 44,000	\$ 30,500	\$ 61,000	
5G	2	Each	Sedimentation Basin #5 Effluent Pumps and Piping	\$ 41,529	\$ 83,059	\$ 14,900	\$ 29,800	\$ 31,300	\$ 62,600	\$ 29,500	\$ 59,000	\$ 24,300	\$ 48,600	
5H	1	Each	Sedimentation Basin #5 Level Sensor	\$ 5,000	\$ 5,000	\$ 6,300	\$ 6,300	\$ 7,000	\$ 7,000	\$ 6,000	\$ 6,000	\$ 6,900	\$ 6,900	
Item 6 - Drives & Miscellaneous Equipment					\$ 1,092,126		\$ 1,159,550		\$ 1,290,500		\$ 1,234,005		\$ 1,346,600	
6A	5	Each	Remove and Replace Sludge Screw Drive and Drive Chain	\$ 49,005	\$ 245,023	\$ 46,960	\$ 234,800	\$ 57,700	\$ 288,500	\$ 47,800	\$ 239,000	\$ 48,000	\$ 240,000	
6B	5	Each	Remove and Replace Flocculation Zone Chain & Flight Drive and Drive Chain	\$ 49,005	\$ 245,023	\$ 52,360	\$ 261,800	\$ 64,000	\$ 320,000	\$ 53,200	\$ 266,000	\$ 54,400	\$ 272,000	
6C	5	Each	Remove and Replace Grit Screw Drive and Drive Chain	\$ 49,005	\$ 245,023	\$ 45,760	\$ 228,800	\$ 57,700	\$ 288,500	\$ 46,200	\$ 231,000	\$ 48,000	\$ 240,000	
6D	5	Each	Install Grit Drive Motor Grating/Platform	\$ 16,612	\$ 83,059	\$ 12,300	\$ 61,500	\$ 11,400	\$ 57,000	\$ 13,600	\$ 68,000	\$ 13,000	\$ 65,000	
6E	5	Each	Install Sludge Screw Motor Platform	\$ 26,483	\$ 132,413	\$ 37,700	\$ 188,500	\$ 33,700	\$ 168,500	\$ 43,400	\$ 217,000	\$ 63,600	\$ 318,000	
6F	1	LS	Install Smart Guard Collection Monitoring System			\$ 92,300	\$ 92,300	\$ 100,500	\$ 100,500	\$ 101,000	\$ 101,000	\$ 110,000	\$ 110,000	
6G	15	Each	Install Tipping Pole Proximity Sensor	\$ 332	\$ 4,984	\$ 1,750	\$ 26,250	\$ 700	\$ 10,500	\$ 1,267	\$ 19,005	\$ 1,240	\$ 18,600	
6K	1	LS	Demolition & Replace Slide Gate and Wall Guides	\$ 136,602	\$ 136,602	\$ 65,600	\$ 65,600	\$ 57,000	\$ 57,000	\$ 93,000	\$ 93,000	\$ 83,000	\$ 83,000	
Item 7 - Scum Building Improvements					\$ 943,347		\$ 806,900		\$ 601,100		\$ 733,000		\$ 669,800	
7A	1	LS	Demolition	\$ 60,188	\$ 60,188	\$ 68,800	\$ 68,800	\$ 37,700	\$ 37,700	\$ 55,000	\$ 55,000	\$ 67,300	\$ 67,300	
7B	1	LS	Scum Building Modifications	\$ 60,798	\$ 60,798	\$ 63,900	\$ 63,900	\$ 35,200	\$ 35,200	\$ 44,000	\$ 44,000	\$ 48,700	\$ 48,700	
7C	1	LS	Install Local Control Panel	\$ 15,000	\$ 15,000	\$ 83,900	\$ 83,900							
7D	2	Each	Install Scum Pumps, Piping and Appurtenances	\$ 130,027	\$ 260,053	\$ 90,750	\$ 181,500	\$ 53,800	\$ 107,600	\$ 62,000	\$ 124,000	\$ 51,900	\$ 103,800	
7E	2	Each	Install Scum Separation Screens	\$ 81,398	\$ 162,795	\$ 51,150	\$ 102,300	\$ 56,800	\$ 113,600	\$ 54,500	\$ 109,000	\$ 73,650	\$ 147,300	
7F	1	LS	Install Screen Discharge Piping	\$ 126,635	\$ 126,635	\$ 33,300	\$ 33,300	\$ 41,600	\$ 41,600	\$ 24,000	\$ 24,000	\$ 34,200	\$ 34,200	
7G	1	Each	Install Scum Screw Conveyor	\$ 99,671	\$ 99,671	\$ 76,600	\$ 76,600	\$ 89,900	\$ 89,900	\$ 83,000	\$ 83,000	\$ 61,400	\$ 61,400	
7H	1	LS	Install New Water Service	\$ 36,113	\$ 36,113	\$ 29,300	\$ 29,300	\$ 28,500	\$ 28,500	\$ 52,000	\$ 52,000	\$ 58,000	\$ 58,000	
7I	1	LS	Install Gas Line and Water Heater	\$ 37,376	\$ 37,376	\$ 30,300	\$ 30,300	\$ 9,200	\$ 9,200	\$ 47,000	\$ 47,000	\$ 16,400	\$ 16,400	
7J	1	LS	Install Heating and Ventilation	\$ 49,835	\$ 49,835	\$ 101,600	\$ 101,600	\$ 75,500	\$ 75,500	\$ 117,000	\$ 117,000	\$ 67,400	\$ 67,400	
7K	1	Each	Install Spiral Stair Case in Dry Well	\$ 13,289	\$ 13,289	\$ 11,300	\$ 11,300	\$ 28,200	\$ 28,200	\$ 27,000	\$ 27,000	\$ 28,400	\$ 28,400	
7L	1	LS	Install Hoist	\$ 16,612	\$ 16,612	\$ 20,300	\$ 20,300	\$ 28,000	\$ 28,000	\$ 45,000	\$ 45,000	\$ 31,400	\$ 31,400	
7M	1	LS	Install Dry Well Sump Pump and Piping	\$ 4,984	\$ 4,984	\$ 3,800	\$ 3,800	\$ 6,100	\$ 6,100	\$ 6,000	\$ 6,000	\$ 5,500	\$ 5,500	
Item 8 - Miscellaneous Concrete Repairs					\$ 470,064		\$ 531,460		\$ 311,000		\$ 631,750		\$ 440,740	
8A	40	CY	Concrete Removal	\$ 3,009	\$ 120,375	\$ 1,540	\$ 61,600	\$ 2,000	\$ 80,000	\$ 1,400	\$ 56,000	\$ 1,500	\$ 60,000	
8B	30	CY	Structural Concrete	\$ 1,806	\$ 54,169	\$ 2,200	\$ 66,000	\$ 5,000	\$ 150,000	\$ 3,567	\$ 107,010	\$ 3,178	\$ 95,340	
8C	5000	LB	Reinforcement	\$ 3	\$ 15,542	\$ 3	\$ 16,500	\$ 2	\$ 10,000	\$ 1	\$ 5,000	\$ 8	\$ 40,000	
8D	140	Each	Drill & Grout Reinforcement	\$ 60	\$ 8,426	\$ 66	\$ 9,240	\$ 40	\$ 5,600	\$ 79	\$ 11,060	\$ 40	\$ 5,600	
8E	910	SF	Concrete Surface Repairs	\$ 271	\$ 246,468	\$ 372	\$ 338,520	\$ 60	\$ 54,600	\$ 448	\$ 407,680	\$ 220	\$ 200,200	
8F	180	LF	Crack Injection	\$ 150	\$ 27,084	\$ 220	\$ 39,600	\$ 60	\$ 10,800	\$ 250	\$ 45,000	\$ 220	\$ 39,600	
Item 9 - Carbon Regeneration Tank Piping					\$ 100,000		\$ 22,600		\$ 30,300		\$ 39,000		\$ 31,400	
9A	1	LS	Carbon Regeneration Tank Piping	\$ 100,000	\$ 100,000	\$ 22,600	\$ 22,600	\$ 30,300	\$ 30,300	\$ 39,000	\$ 39,000	\$ 31,400	\$ 31,400	
Item 10 - Contingency Allowance					\$ 400,000		\$ 400,000		\$ 400,000		\$ 400,000		\$ 400,000	
10A	1	LS	Contingency Allowance	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	
GC Total Bid Amount				\$	8,451,443	\$	7,422,010	\$	8,258,900	\$	8,775,755	\$	9,069,000	
				Addendum Acknowledgement			X		X		X		X	
				Signature			X		X		X		X	
				Corporate evidence of authority to sign			Not Included		X		Not Included		X	
				Bid Security			X		X		X		X	
				Non-Collusion Bidding Certification			X		X		X		X	
				Waiver of Immunity Certification			X		X		X		X	
				Performance Bond Information			X		X		X		X	
				Certificate of Experience			X		X		X		X	
				List of Proposed Subcontractors			X			Blank		X		X
				M/W/SDVBE Utilization Plan			X			X		X		X
Comments								Unit Pricing was not written in Words. Numbers only. Total bid was Written out		The following items were corrected above based on unit cost: Item 6G (\$19,000), Item 8B (\$107,000), Item 8D (\$11,000), Item 8E (\$408,000). Total bid = \$8,776,000				

PROJECT 1 - SEDIMENTATION BASINS AND SCUM COLLECTION SYSTEM MODIFICATIONS
 Niagara Falls Water Board
 5815 Buffalo Avenue, Niagara Falls, NY 14304

BID OPENING:

Date: Friday 9/4/2020
 Time: 2:00 PM
 Place: NFWB Water Plant

GC BID TAB

Item Number	Quantity	Unit	Item Description	Engineer's Estimate		Hohl Industrial		STC		Quackenbush Co.		John W. Danforth	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Item 1 - Sedimentation Basin #1 Modification					\$ 252,289		\$ 220,800		\$ 307,400		\$ 301,000		\$ 381,400
1A	2	Each	Chain and Flight Modification	\$ 24,918	\$ 49,835	\$ 24,650	\$ 49,300	\$ 16,000	\$ 32,000	\$ 30,500	\$ 61,000	\$ 65,500	\$ 131,000
1B	1	LS	Effluent Weir Modification	\$ 159,805	\$ 159,805	\$ 109,200	\$ 109,200	\$ 202,000	\$ 202,000	\$ 162,000	\$ 162,000	\$ 174,400	\$ 174,400
1C	2	Each	Remove & Relocate Scum Collector Pipe	\$ 21,325	\$ 42,649	\$ 31,150	\$ 62,300	\$ 36,700	\$ 73,400	\$ 39,000	\$ 78,000	\$ 38,000	\$ 76,000
Item 2 - Sedimentation Basin #2 Improvements					\$ 1,266,218		\$ 1,119,600		\$ 1,289,200		\$ 1,405,000		\$ 1,476,400
2A	1	LS	Demolition of Traveling Bridge and Rail	\$ 72,225	\$ 72,225	\$ 38,300	\$ 38,300	\$ 45,400	\$ 45,400	\$ 70,000	\$ 70,000	\$ 243,000	\$ 243,000
2B	2	Each	Chain and Flight Installation	\$ 240,123	\$ 480,246	\$ 198,300	\$ 396,600	\$ 224,000	\$ 448,000	\$ 288,500	\$ 577,000	\$ 270,000	\$ 540,000
2C	1	LS	Effluent Weir Modifications	\$ 159,805	\$ 159,805	\$ 157,600	\$ 157,600	\$ 200,600	\$ 200,600	\$ 158,000	\$ 158,000	\$ 172,400	\$ 172,400
2D	2	Each	Remove & Relocate Scum Collector Pipe	\$ 21,325	\$ 42,649	\$ 31,150	\$ 62,300	\$ 35,600	\$ 71,200	\$ 40,500	\$ 81,000	\$ 38,000	\$ 76,000
2E	1	LS	Preparation of Sedimentation Basin #2	\$ 511,293	\$ 511,293	\$ 464,800	\$ 464,800	\$ 524,000	\$ 524,000	\$ 519,000	\$ 519,000	\$ 445,000	\$ 445,000
Item 3 - Sedimentation Basin #3 Improvements					\$ 1,266,218		\$ 1,047,900		\$ 1,345,200		\$ 1,364,000		\$ 1,460,260
3A	1	LS	Demolition of Traveling Bridge and Rail	\$ 72,225	\$ 72,225	\$ 38,300	\$ 38,300	\$ 45,400	\$ 45,400	\$ 70,000	\$ 70,000	\$ 256,000	\$ 256,000
3B	2	Each	Chain and Flight Installation	\$ 240,123	\$ 480,246	\$ 193,600	\$ 387,200	\$ 218,500	\$ 437,000	\$ 283,500	\$ 567,000	\$ 266,500	\$ 533,000
3C	1	LS	Effluent Weir Modifications	\$ 159,805	\$ 159,805	\$ 109,300	\$ 109,300	\$ 200,600	\$ 200,600	\$ 159,000	\$ 159,000	\$ 170,000	\$ 170,000
3D	2	Each	Remove & Relocate Scum Collector Pipe	\$ 21,325	\$ 42,649	\$ 31,150	\$ 62,300	\$ 35,600	\$ 71,200	\$ 40,500	\$ 81,000	\$ 38,000	\$ 76,000
3E	1	LS	Preparation of Sedimentation Basin #3	\$ 511,293	\$ 511,293	\$ 450,800	\$ 450,800	\$ 591,000	\$ 591,000	\$ 487,000	\$ 487,000	\$ 425,260	\$ 425,260
Item 4 - Sedimentation Basin #4 Improvements					\$ 1,266,218		\$ 1,023,200		\$ 1,266,300		\$ 1,310,000		\$ 1,408,000
4A	1	LS	Demolition of Traveling Bridge and Rail	\$ 72,225	\$ 72,225	\$ 38,300	\$ 38,300	\$ 45,400	\$ 45,400	\$ 70,000	\$ 70,000	\$ 243,000	\$ 243,000
4B	2	Each	Chain and Flight Installation	\$ 240,123	\$ 480,246	\$ 187,800	\$ 375,600	\$ 213,500	\$ 427,000	\$ 279,000	\$ 558,000	\$ 260,000	\$ 520,000
4C	1	LS	Effluent Weir Modifications	\$ 159,805	\$ 159,805	\$ 109,200	\$ 109,200	\$ 200,600	\$ 200,600	\$ 157,000	\$ 157,000	\$ 169,000	\$ 169,000
4D	2	Each	Remove & Relocate Scum Collector Pipe	\$ 21,325	\$ 42,649	\$ 31,150	\$ 62,300	\$ 35,600	\$ 71,200	\$ 40,500	\$ 81,000	\$ 38,000	\$ 76,000
4E	1	LS	Preparation of Sedimentation Basin #4	\$ 511,293	\$ 511,293	\$ 437,800	\$ 437,800	\$ 522,100	\$ 522,100	\$ 444,000	\$ 444,000	\$ 400,000	\$ 400,000
Item 5 - Sedimentation Basin #5 Improvements					\$ 1,394,963		\$ 1,090,000		\$ 1,417,900		\$ 1,358,000		\$ 1,454,400
5A	1	LS	Demolition of Traveling Bridge and Rail	\$ 72,225	\$ 72,225	\$ 38,300	\$ 38,300	\$ 45,300	\$ 45,300	\$ 70,000	\$ 70,000	\$ 151,000	\$ 151,000
5B	2	Each	Chain and Flight Installation	\$ 240,123	\$ 480,246	\$ 189,800	\$ 379,600	\$ 203,000	\$ 406,000	\$ 275,500	\$ 551,000	\$ 257,000	\$ 514,000
5C	1	LS	Effluent Weir Modifications	\$ 159,805	\$ 159,805	\$ 105,600	\$ 105,600	\$ 205,000	\$ 205,000	\$ 150,000	\$ 150,000	\$ 187,000	\$ 187,000
5D	2	Each	Remove & Relocate Scum Collector Pipe	\$ 21,325	\$ 42,649	\$ 31,150	\$ 62,300	\$ 34,500	\$ 69,000	\$ 40,500	\$ 81,000	\$ 35,450	\$ 70,900
5E	1	LS	Preparation of Sedimentation Basin #5	\$ 511,293	\$ 511,293	\$ 424,800	\$ 424,800	\$ 455,000	\$ 455,000	\$ 397,000	\$ 397,000	\$ 415,000	\$ 415,000
5F	2	Each	Floating Scum Baffle Installation	\$ 20,343	\$ 40,687	\$ 21,650	\$ 43,300	\$ 84,000	\$ 168,000	\$ 22,000	\$ 44,000	\$ 30,500	\$ 61,000
5G	2	Each	Sedimentation Basin #5 Effluent Pumps and Piping	\$ 41,529	\$ 83,059	\$ 14,900	\$ 29,800	\$ 31,300	\$ 62,600	\$ 29,500	\$ 59,000	\$ 24,300	\$ 48,600
5H	1	Each	Sedimentation Basin #5 Level Sensor	\$ 5,000	\$ 5,000	\$ 6,300	\$ 6,300	\$ 7,000	\$ 7,000	\$ 6,000	\$ 6,000	\$ 6,900	\$ 6,900
Item 6 - Drives & Miscellaneous Equipment					\$ 1,092,126		\$ 1,159,550		\$ 1,290,500		\$ 1,234,005		\$ 1,346,600
6A	5	Each	Remove and Replace Sludge Screw Drive and Drive Chain	\$ 49,005	\$ 245,023	\$ 46,960	\$ 234,800	\$ 57,700	\$ 288,500	\$ 47,800	\$ 239,000	\$ 48,000	\$ 240,000
6B	5	Each	Remove and Replace Flocculation Zone Chain & Flight Drive and Drive Chain	\$ 49,005	\$ 245,023	\$ 52,360	\$ 261,800	\$ 64,000	\$ 320,000	\$ 53,200	\$ 266,000	\$ 54,400	\$ 272,000
6C	5	Each	Remove and Replace Grit Screw Drive and Drive Chain	\$ 49,005	\$ 245,023	\$ 45,760	\$ 228,800	\$ 57,700	\$ 288,500	\$ 46,200	\$ 231,000	\$ 48,000	\$ 240,000
6D	5	Each	Install Grit Drive Motor Grating/Platform	\$ 16,612	\$ 83,059	\$ 12,300	\$ 61,500	\$ 11,400	\$ 57,000	\$ 13,600	\$ 68,000	\$ 13,000	\$ 65,000
6E	5	Each	Install Sludge Screw Motor Platform	\$ 26,483	\$ 132,413	\$ 37,700	\$ 188,500	\$ 33,700	\$ 168,500	\$ 43,400	\$ 217,000	\$ 63,600	\$ 318,000
6F	1	LS	Install Smart Guard Collection Monitoring System		\$ -	\$ 92,300	\$ 92,300	\$ 100,500	\$ 100,500	\$ 101,000	\$ 101,000	\$ 110,000	\$ 110,000
6G	15	Each	Install Tipping Pole Proximity Sensor	\$ 332	\$ 4,984	\$ 1,750	\$ 26,250	\$ 700	\$ 10,500	\$ 1,267	\$ 19,005	\$ 1,240	\$ 18,600
6K	1	LS	Demolition & Replace Slide Gate and Wall Guides	\$ 136,602	\$ 136,602	\$ 65,600	\$ 65,600	\$ 57,000	\$ 57,000	\$ 93,000	\$ 93,000	\$ 83,000	\$ 83,000
Item 7 - Scum Building Improvements					\$ 943,347		\$ 806,900		\$ 601,100		\$ 733,000		\$ 669,800
7A	1	LS	Demolition	\$ 60,188	\$ 60,188	\$ 68,800	\$ 68,800	\$ 37,700	\$ 37,700	\$ 55,000	\$ 55,000	\$ 67,300	\$ 67,300
7B	1	LS	Scum Building Modifications	\$ 60,798	\$ 60,798	\$ 63,900	\$ 63,900	\$ 35,200	\$ 35,200	\$ 44,000	\$ 44,000	\$ 48,700	\$ 48,700
7C	1	LS	Install Local Control Panel	\$ 15,000	\$ 15,000	\$ 83,900	\$ 83,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7D	2	Each	Install Scum Pumps, Piping and Appurtenances	\$ 130,027	\$ 260,053	\$ 90,750	\$ 181,500	\$ 53,800	\$ 107,600	\$ 62,000	\$ 124,000	\$ 51,900	\$ 103,800
7E	2	Each	Install Scum Separation Screens	\$ 81,398	\$ 162,795	\$ 51,150	\$ 102,300	\$ 56,800	\$ 113,600	\$ 54,500	\$ 109,000	\$ 73,650	\$ 147,300
7F	1	LS	Install Screen Discharge Piping	\$ 126,635	\$ 126,635	\$ 33,300	\$ 33,300	\$ 41,600	\$ 41,600	\$ 24,000	\$ 24,000	\$ 34,200	\$ 34,200
7G	1	Each	Install Scum Screw Conveyor	\$ 99,671	\$ 99,671	\$ 76,600	\$ 76,600	\$ 89,900	\$ 89,900	\$ 83,000	\$ 83,000	\$ 61,400	\$ 61,400
7H	1	LS	Install New Water Service	\$ 36,113	\$ 36,113	\$ 29,300	\$ 29,300	\$ 28,500	\$ 28,500	\$ 52,000	\$ 52,000	\$ 58,000	\$ 58,000
7I	1	LS	Install Gas Line and Water Heater	\$ 37,376	\$ 37,376	\$ 30,300	\$ 30,300	\$ 9,200	\$ 9,200	\$ 47,000	\$ 47,000	\$ 16,400	\$ 16,400
7J	1	LS	Install Heating and Ventilation	\$ 49,835	\$ 49,835	\$ 101,600	\$ 101,600	\$ 75,500	\$ 75,500	\$ 117,000	\$ 117,000	\$ 67,400	\$ 67,400
7K	1	Each	Install Spiral Stair Case in Dry Well	\$ 13,289	\$ 13,289	\$ 11,300	\$ 11,300	\$ 28,200	\$ 28,200	\$ 27,000	\$ 27,000	\$ 28,400	\$ 28,400
7L	1	LS	Install Hoist	\$ 16,612	\$ 16,612	\$ 20,300	\$ 20,300	\$ 28,000	\$ 28,000	\$ 45,000	\$ 45,000	\$ 31,400	\$ 31,400
7M	1	LS	Install Dry Well Sump Pump and Piping	\$ 4,984	\$ 4,984	\$ 3,800	\$ 3,800	\$ 6,100	\$ 6,100	\$ 6,000	\$ 6,000	\$ 5,500	\$ 5,500
Item 8 - Miscellaneous Concrete Repairs					\$ 470,064		\$ 531,460		\$ 311,000		\$ 631,750		\$ 440,740
8A	40	CY	Concrete Removal	\$ 3,009	\$ 120,375	\$ 1,540	\$ 61,600	\$ 2,000	\$ 80,000	\$ 1,400	\$ 56,000	\$ 1,500	\$ 60,000
8B	30	CY	Structural Concrete	\$ 1,806	\$ 54,169	\$ 2,200	\$ 66,000	\$ 5,000	\$ 150,000	\$ 3,567	\$ 107,010	\$ 3,178	\$ 95,340
8C	5000	LB	Reinforcement	\$ 3	\$ 13,542	\$ 3	\$ 16,500	\$ 2	\$ 10,000	\$ 1	\$ 5,000	\$ 8	\$ 40,000
8D	140	Each	Drill & Grout Reinforcement	\$ 60	\$ 8,426	\$ 66	\$ 9,240	\$ 40	\$ 5,600	\$ 79	\$ 11,060	\$ 40	\$ 5,600
8E	910	SF	Concrete Surface Repairs	\$ 271	\$ 246,468	\$ 372	\$ 338,520	\$ 60	\$ 54,600	\$ 448	\$ 407,680	\$ 220	\$ 200,200
8F	180	LF	Crack Injection	\$ 150	\$ 27,084	\$ 220	\$ 39,600	\$ 60	\$ 10,800	\$ 250	\$ 45,000	\$ 220	\$ 39,600
Item 9 - Carbon Regeneration Tank Piping					\$ 100,000		\$ 22,600		\$ 30,300		\$ 39,000		\$ 31,400
9A	1	LS	Carbon Regeneration Tank Piping	\$ 100,000	\$ 100,000	\$ 22,600	\$ 22,600	\$ 30,300	\$ 30,300	\$ 39,000	\$ 39,000	\$ 31,400	\$ 31,400
Item 10 - Contingency Allowance					\$ 400,000		\$ 400,000		\$ 400,000		\$ 400,000		\$ 400,000
10A	1	LS	Contingency Allowance	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
GC Total Bid Amount				\$	8,451,443	\$	7,422,010	\$	8,258,900	\$	8,775,755	\$	9,069,000

SUMMARY OF PROPOSALS RECEIVED FOR:
BID OPENING:

PROJECT 1 - SEDIMENTATION BASINS AND SCUM COLLECTION SYSTEM MODIFICATIONS
 Niagara Falls Water Board
 5815 Buffalo Avenue, Niagara Falls, NY 14304

Date: Friday 9/4/2020
 Time: 2:00 PM
 Place: NFWB Water Plant

GC BID TAB

Item Number	Quantity	Unit	Item Description	Hohl Industrial		STC		Quackenbush Co.		John W. Danforth	
				770 Riverview Blvd. Tonawanda, NY 14150		PO Box 459 Springville, NY 14141		495 Kennedy Rd. Buffalo, NY 14227		300 Colvin Woods Parkway Tonawanda, NY 14150	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Item 1 - Sedimentation Basin #1 Modification					\$ 220,800		\$ 307,400		\$ 301,000		\$ 381,400
1A	2	Each	Chain and Flight Modification	\$ 24,650	\$ 49,300	\$ 16,000	\$ 32,000	\$ 30,500	\$ 61,000	\$ 65,500	\$ 131,000
1B	1	LS	Effluent Weir Modification	\$ 109,200	\$ 109,200	\$ 202,000	\$ 202,000	\$ 162,000	\$ 162,000	\$ 174,400	\$ 174,400
1C	2	Each	Remove & Relocate Scum Collector Pipe	\$ 31,150	\$ 62,300	\$ 36,700	\$ 73,400	\$ 39,000	\$ 78,000	\$ 38,000	\$ 76,000
Item 2 - Sedimentation Basin #2 Improvements					\$ 1,119,600		\$ 1,289,200		\$ 1,405,000		\$ 1,476,400
2A	1	LS	Demolition of Traveling Bridge and Rail	\$ 38,300	\$ 38,300	\$ 45,400	\$ 45,400	\$ 70,000	\$ 70,000	\$ 243,000	\$ 243,000
2B	2	Each	Chain and Flight Installation	\$ 198,300	\$ 396,600	\$ 224,000	\$ 448,000	\$ 288,500	\$ 577,000	\$ 270,000	\$ 540,000
2C	1	LS	Effluent Weir Modifications	\$ 157,600	\$ 157,600	\$ 200,600	\$ 200,600	\$ 158,000	\$ 158,000	\$ 172,400	\$ 172,400
2D	2	Each	Remove & Relocate Scum Collector Pipe	\$ 31,150	\$ 62,300	\$ 35,600	\$ 71,200	\$ 40,500	\$ 81,000	\$ 38,000	\$ 76,000
2E	1	LS	Preparation of Sedimentation Basin #2	\$ 464,800	\$ 464,800	\$ 524,000	\$ 524,000	\$ 519,000	\$ 519,000	\$ 445,000	\$ 445,000
Item 3 - Sedimentation Basin #3 Improvements					\$ 1,047,900		\$ 1,345,200		\$ 1,364,000		\$ 1,460,260
3A	1	LS	Demolition of Traveling Bridge and Rail	\$ 38,300	\$ 38,300	\$ 45,400	\$ 45,400	\$ 70,000	\$ 70,000	\$ 256,000	\$ 256,000
3B	2	Each	Chain and Flight Installation	\$ 193,600	\$ 387,200	\$ 218,500	\$ 437,000	\$ 283,500	\$ 567,000	\$ 266,500	\$ 533,000
3C	1	LS	Effluent Weir Modifications	\$ 109,300	\$ 109,300	\$ 200,600	\$ 200,600	\$ 159,000	\$ 159,000	\$ 170,000	\$ 170,000
3D	2	Each	Remove & Relocate Scum Collector Pipe	\$ 31,150	\$ 62,300	\$ 35,600	\$ 71,200	\$ 40,500	\$ 81,000	\$ 38,000	\$ 76,000
3E	1	LS	Preparation of Sedimentation Basin #3	\$ 450,800	\$ 450,800	\$ 591,000	\$ 591,000	\$ 487,000	\$ 487,000	\$ 425,260	\$ 425,260
Item 4 - Sedimentation Basin #4 Improvements					\$ 1,023,200		\$ 1,266,300		\$ 1,310,000		\$ 1,408,000
4A	1	LS	Demolition of Traveling Bridge and Rail	\$ 38,300	\$ 38,300	\$ 45,400	\$ 45,400	\$ 70,000	\$ 70,000	\$ 243,000	\$ 243,000
4B	2	Each	Chain and Flight Installation	\$ 187,800	\$ 375,600	\$ 213,500	\$ 427,000	\$ 279,000	\$ 558,000	\$ 260,000	\$ 520,000
4C	1	LS	Effluent Weir Modifications	\$ 109,200	\$ 109,200	\$ 200,600	\$ 200,600	\$ 157,000	\$ 157,000	\$ 169,000	\$ 169,000
4D	2	Each	Remove & Relocate Scum Collector Pipe	\$ 31,150	\$ 62,300	\$ 35,600	\$ 71,200	\$ 40,500	\$ 81,000	\$ 38,000	\$ 76,000
4E	1	LS	Preparation of Sedimentation Basin #4	\$ 437,800	\$ 437,800	\$ 522,100	\$ 522,100	\$ 444,000	\$ 444,000	\$ 400,000	\$ 400,000
Item 5 - Sedimentation Basin #5 Improvements					\$ 1,090,000		\$ 1,417,900		\$ 1,358,000		\$ 1,454,400
5A	1	LS	Demolition of Traveling Bridge and Rail	\$ 38,300	\$ 38,300	\$ 45,300	\$ 45,300	\$ 70,000	\$ 70,000	\$ 151,000	\$ 151,000
5B	2	Each	Chain and Flight Installation	\$ 189,800	\$ 379,600	\$ 203,000	\$ 406,000	\$ 275,500	\$ 551,000	\$ 257,000	\$ 514,000
5C	1	LS	Effluent Weir Modifications	\$ 105,600	\$ 105,600	\$ 205,000	\$ 205,000	\$ 150,000	\$ 150,000	\$ 187,000	\$ 187,000
5D	2	Each	Remove & Relocate Scum Collector Pipe	\$ 31,150	\$ 62,300	\$ 34,500	\$ 69,000	\$ 40,500	\$ 81,000	\$ 35,450	\$ 70,900
5E	1	LS	Preparation of Sedimentation Basin #5	\$ 424,800	\$ 424,800	\$ 455,000	\$ 455,000	\$ 397,000	\$ 397,000	\$ 415,000	\$ 415,000
5F	2	Each	Floating Scum Baffle Installation	\$ 21,650	\$ 43,300	\$ 84,000	\$ 168,000	\$ 22,000	\$ 44,000	\$ 30,500	\$ 61,000
5G	2	Each	Sedimentation Basin #5 Effluent Pumps and Piping	\$ 14,900	\$ 29,800	\$ 31,300	\$ 62,600	\$ 29,500	\$ 59,000	\$ 24,300	\$ 48,600
5H	1	Each	Sedimentation Basin #5 Level Sensor	\$ 6,300	\$ 6,300	\$ 7,000	\$ 7,000	\$ 6,000	\$ 6,000	\$ 6,900	\$ 6,900
Item 6 - Drives & Miscellaneous Equipment					\$ 1,159,550		\$ 1,290,500		\$ 1,234,005		\$ 1,346,600
6A	5	Each	Remove and Replace Sludge Screw Drive and Drive Chain	\$ 46,960	\$ 234,800	\$ 57,700	\$ 288,500	\$ 47,800	\$ 239,000	\$ 48,000	\$ 240,000
6B	5	Each	Remove and Replace Flocculation Zone Chain & Flight Drive and D	\$ 52,360	\$ 261,800	\$ 64,000	\$ 320,000	\$ 53,200	\$ 266,000	\$ 54,400	\$ 272,000
6C	5	Each	Remove and Replace Grit Screw Drive and Drive Chain	\$ 45,760	\$ 228,800	\$ 57,700	\$ 288,500	\$ 46,200	\$ 231,000	\$ 48,000	\$ 240,000
6D	5	Each	Install Grit Drive Motor Grating/Platform	\$ 12,300	\$ 61,500	\$ 11,400	\$ 57,000	\$ 13,600	\$ 68,000	\$ 13,000	\$ 65,000
6E	5	Each	Install Sludge Screw Motor Platform	\$ 37,700	\$ 188,500	\$ 33,700	\$ 168,500	\$ 43,400	\$ 217,000	\$ 63,600	\$ 318,000
6F	1	LS	Install Smart Guard Collection Monitoring System	\$ 92,300	\$ 92,300	\$ 100,500	\$ 100,500	\$ 101,000	\$ 101,000	\$ 110,000	\$ 110,000
6G	15	Each	Install Tipping Pole Proximity Sensor	\$ 1,750	\$ 26,250	\$ 700	\$ 10,500	\$ 1,267	\$ 19,005	\$ 1,240	\$ 18,600
6K	1	LS	Demolition & Replace Slide Gate and Wall Guides	\$ 65,600	\$ 65,600	\$ 57,000	\$ 57,000	\$ 93,000	\$ 93,000	\$ 83,000	\$ 83,000
Item 7 - Scum Building Improvements					\$ 806,900		\$ 601,100		\$ 733,000		\$ 669,800
7A	1	LS	Demolition	\$ 68,800	\$ 68,800	\$ 37,700	\$ 37,700	\$ 55,000	\$ 55,000	\$ 67,300	\$ 67,300
7B	1	LS	Scum Building Modifications	\$ 63,900	\$ 63,900	\$ 35,200	\$ 35,200	\$ 44,000	\$ 44,000	\$ 48,700	\$ 48,700
7C	1	LS	Install Local Control Panel	\$ 83,900	\$ 83,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7D	2	Each	Install Scum Pumps, Piping and Appurtances	\$ 90,750	\$ 181,500	\$ 53,800	\$ 107,600	\$ 62,000	\$ 124,000	\$ 51,900	\$ 103,800
7E	2	Each	Install Scum Separation Screens	\$ 51,150	\$ 102,300	\$ 56,800	\$ 113,600	\$ 54,500	\$ 109,000	\$ 73,650	\$ 147,300
7F	1	LS	Install Screen Discharge Piping	\$ 33,300	\$ 33,300	\$ 41,600	\$ 41,600	\$ 24,000	\$ 24,000	\$ 34,200	\$ 34,200
7G	1	Each	Install Scum Screw Conveyor	\$ 76,600	\$ 76,600	\$ 89,900	\$ 89,900	\$ 83,000	\$ 83,000	\$ 61,400	\$ 61,400
7H	1	LS	Install New Water Service	\$ 29,300	\$ 29,300	\$ 28,500	\$ 28,500	\$ 52,000	\$ 52,000	\$ 58,000	\$ 58,000
7I	1	LS	Install Gas Line and Water Heater	\$ 30,300	\$ 30,300	\$ 9,200	\$ 9,200	\$ 47,000	\$ 47,000	\$ 16,400	\$ 16,400
7J	1	LS	Install Heating and Ventilation	\$ 101,600	\$ 101,600	\$ 75,500	\$ 75,500	\$ 117,000	\$ 117,000	\$ 67,400	\$ 67,400
7K	1	Each	Install Spiral Stair Case in Dry Well	\$ 11,300	\$ 11,300	\$ 28,200	\$ 28,200	\$ 27,000	\$ 27,000	\$ 28,400	\$ 28,400
7L	1	LS	Install Hoist	\$ 20,300	\$ 20,300	\$ 28,000	\$ 28,000	\$ 45,000	\$ 45,000	\$ 31,400	\$ 31,400
7M	1	LS	Install Dry Well Sump Pump and Piping	\$ 3,800	\$ 3,800	\$ 6,100	\$ 6,100	\$ 6,000	\$ 6,000	\$ 5,500	\$ 5,500
Item 8 - Miscellaneous Concrete Repairs					\$ 531,460		\$ 311,000		\$ 631,750		\$ 440,740
8A	40	CY	Concrete Removal	\$ 1,540	\$ 61,600	\$ 2,000	\$ 80,000	\$ 1,400	\$ 56,000	\$ 1,500	\$ 60,000
8B	30	CY	Structural Concrete	\$ 2,200	\$ 66,000	\$ 5,000	\$ 150,000	\$ 3,567	\$ 107,010	\$ 3,178	\$ 95,340
8C	5000	LB	Reinforcement	\$ 3	\$ 16,500	\$ 2	\$ 10,000	\$ 1	\$ 5,000	\$ 8	\$ 40,000
8D	140	Each	Drill & Grout Reinforcement	\$ 66	\$ 9,240	\$ 40	\$ 5,600	\$ 79	\$ 11,060	\$ 40	\$ 5,600
8E	910	SF	Concrete Surface Repairs	\$ 372	\$ 338,520	\$ 60	\$ 54,600	\$ 448	\$ 407,680	\$ 220	\$ 200,200
8F	180	LF	Crack Injection	\$ 220	\$ 39,600	\$ 60	\$ 10,800	\$ 250	\$ 45,000	\$ 220	\$ 39,600
Item 9 - Carbon Regeneration Tank Piping					\$ 22,600		\$ 30,300		\$ 39,000		\$ 31,400
9A	1	LS	Carbon Regeneration Tank Piping	\$ 22,600	\$ 22,600	\$ 30,300	\$ 30,300	\$ 39,000	\$ 39,000	\$ 31,400	\$ 31,400
Item 10 - Contingency Allowance					\$ 400,000		\$ 400,000		\$ 400,000		\$ 400,000
10A	1	LS	Contingency Allowance	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
GC Total Bid Amount				\$	7,422,010	\$	8,258,900	\$	8,775,755	\$	9,069,000

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-09-011

APPROVE QUOTE FOR CLEANING WWTP EAST AND WEST WET WELLS

WHEREAS, the Niagara Falls Water Board (“Water Board”) wastewater treatment plant (“WWTP”) East and West wet wells must, every one or two years, be cleaned of the debris that accumulates below the level from which the plant’s pumps draw; and

WHEREAS, the wet wells are 70-feet deep with limited access, and the work entails use of a hydraulic pump to empty the well, cleaning of the well walls, and use of a vacuum truck to remove the debris; and

WHEREAS, the cost of this work was anticipated to be between \$10,000 and \$20,000, and therefore pursuant to the Water Board’s procurement policy Water Board staff attempted to obtain three written quotes for the work; and

WHEREAS, requests for written quotes were sent to four firms and three made a site visit, and two firms, Modern Disposal Services, Inc., and National Vacuum Environmental Services Corp., submitted written quotes to perform the work; and

WHEREAS, Modern Disposal’s quote to perform the required work was for \$20,548.82 while National Vacuum’s quote was for \$19,990; and

WHEREAS, National Vacuums’ price was the lowest, that firm satisfactorily has cleaned the wet wells in the past, and WWTP staff request that the Water Board approve National Vacuum’s August 6, 2020 quote No. NF 20-137r.1 for \$19,990 to perform the necessary work; and

WHEREAS, the WWTP Chief Operator has verified that funds are available in the budget line listed below to pay for this work;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to pay to National Vacuum Environmental Services Corp. pursuant to its Quote No. NF 20-137r.1 up to \$19,990 to clean the East and West wet wells at the wastewater treatment plant.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
8130.0100.0449.599, Undesignated Services
Budget/Capital Line Supplied by: R. Dunn
Available Funds Confirmed by: K. Walker

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

August 6, 2020

Quote # NF 20-137r.1

Robert Dunn
Niagara Falls Wastewater Treatment Plant
1401 Buffalo Ave.
Niagara Falls, NY 14304

RE: CLEAN OUT EAST & WEST WET WELLS

National Vacuum Environmental Services Corp. (NVES) is pleased to provide an estimate for vacuuming work at the Niagara Falls Wastewater Treatment Plant (NFWWTP) according to following description of services and assumptions:

- NVES will provide a 4" hydraulic pump, Guzzler vacuum truck, and pressure washer with labor, and equipment to remove waste material and clean the east and west wet well at the plant.
- It is assumed NVES will use the NFWWTP hoist to lower the hydraulic pump down into the one of the wet wells, then pump as much liquid as possible over to the adjacent well, then enter the well and pressure wash and vacuum residual material out.
- Once the first well is completed, NFWWTP will shut down the other wet well and NVES will follow the same cleaning procedure as the previous well cleaning.
- All collected material will be offloaded from the vacuum truck onto the NFWWTP dewatering pad. No offsite trucking or disposal of any of the material is included in the scope or pricing.
- Pricing assumes all work will be done in succession. If work between the east and west well is delayed, additional rental fees will apply. A four hour minimum charge applies for all scheduled work or work that is canceled or delayed due to circumstances beyond the control of National Vacuum. All labor working on this project will be paid according to current Niagara County prevailing wage rates.

PRICING:

CLEAN EAST WET WELL	\$ 9,995.00
CLEAN WEST WET WELL	\$ 9,995.00

Thank you for the opportunity to quote this project. Pricing does not include taxes or any other fees. If you have any questions or require additional information, please call (716) 628-9452.

Sincerely,

Tony DiBesco
Supervisor
National Vacuum Environmental Services Corp.

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-09-012

EXTENDING BID FOR SLUDGE DEWATERING POLYMER

WHEREAS, the Niagara Falls Water Board (“Water Board”) wastewater treatment plant (“WWTP”) requires the use of various chemicals in the process of treating wastewater; and

WHEREAS, one such chemical which must be purchased for use at the WWTP is a sludge dewatering polymer; and

WHEREAS, in 2018, with the assistance of City of Niagara Falls Purchasing, Water Board staff developed specifications for the required sludge dewatering polymer under Bid No. W2018-07; and

WHEREAS, by Resolution No. 2018-12-012, the Niagara Falls Water Board awarded the bid for sludge dewatering polymer to Solenis, LLC, as the low bidder; and

WHEREAS, the bid for sludge dewatering polymer provides that:

The term of this contract/agreement shall be for one (1) year from the date of award. If mutually agreeable to the successful vendor and Board, this contract/agreement may be extended annually for up to two (2) years upon the same terms and conditions. All pricing must remain firm for the entire aforementioned terms.; and

WHEREAS, in November 2019, by Resolution No. 2019-11-005, the Water Board extended the sludge dewatering polymer bid through December 16, 2020, and the bid pricing and contractor’s service remain acceptable; and

WHEREAS, Water Board staff recommend the further extension of the sludge dewatering polymer bid through December 16, 2021;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the extension of the contract for sludge dewatering polymer with Solenis, LLC, through December 16, 2021.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
GA-0419.017
Budget/Capital Line Supplied by: R. Dunn
Available Funds Confirmed by: K. Walker

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board



TO: The Board
FROM: Rolfe Porter
Executive Director
DATE: September 10, 2018
SUBJECT: Bid #W2018-07 Sludge Dewatering Polymer

We respectfully request you award the above referenced bid as follows:

TO: Solenis, LLC
Attn: Suzanne Brown
3 Beaver Valley Road, Suite 500
Wilmington, Delaware 19803
FOR: Sludge Dewatering Polymer (Praestol 857 BS) \$ 1.89/lb.

The City Purchasing Department certifies that all bids were solicited in accordance with Section 103 of the General Municipal Law.


Notice that bids were to be received was advertised in the Niagara Gazette and bid requests were sent to sixteen (16) vendors. Six (6) responses were received, which included three "No Bid" responses. The above referenced vendor submitted its bids based on the price per pound and the estimated number of pounds required annually for its products. The estimated annual usage is based on laboratory testing by staff of the Niagara Falls Water Board for each polymer submitted.

Funds for this expenditure are available in the Niagara Falls Water Board budget code GA.8130.0100.0419.016.

Will the Board so approve?

Respectfully submitted,

Rolfe Porter
Executive Director, NFWB


Douglas A. Janese, Jr.
Purchasing Agent

DAJ: lkh
Enc.

FORSTER ____ KIMBLE ____ LARKIN ____ LEFFLER ____ O'CALLAGHAN ____

5815 Buffalo Avenue • Niagara Falls, New York 14304 • 716 283-9770 • FAX 716 283-9748

www.nfwb.org

OFFICIAL TALLY SHEET

BID # W2018-07 SLUDGE DEWATERING POLYMER (NFWB)
 BID OPENING: AUGUST 29, 2018 11AM

PAGE 1 OF 1
 SET 1 OF 2

ITEMS (2)		GEO Specialty Chemicals Attn: Brenda Owens 9213 Arch Street Pike Little Rock, AR 72206	Slack Chemical Company, Inc. PO Box 30 Carthage, NY 13619-0030	Coyne Chemical 3015 State Road Croydon, PA 19021-6997
1.	Sludge Dewatering Polymer (unit price per pound):	NO BID	Quantity: 20,000 lbs. Polydyne, Inc. Stayfloc 6532 – Niagara 3 rd (direct ship) \$1.77/lb.	NO BID
2.	Sludge Dewatering Polymer (unit price per pound):	NO BID	Quantity: 20,000 lbs. Polydyne, Inc. Stayfloc 6639 – Niagara 3 rd (direct ship) \$1.77/lb.	NO BID
	NOTES:			

OFFICIAL TALLY SHEET

BID # W2018-07 SLUDGE DEWATERING POLYMER (NFWB)
 BID OPENING: AUGUST 29, 2018 11AM

PAGE 1 OF 1
 SET 2 OF 2

ITEMS (2)		Polydyne, Incorporated One Chemical Plant Road PO Box 279 Riceboro, GA 31323	***Solenis, LLC Attn: Suzanne Brown 3 Beaver Valley Road Suite 500 Wilmington, DE 19803	***Applied Specialties, Incorporated 33555 Pin Oak Parkway Avon Lake, OH 44012
1.	Sludge Dewatering Polymer (unit price per pound):	NO BID	6.25 lbs. / ton = 22,500 lbs. Solenis, LLC Praestol 857 BS Powder 674010 \$1.89/lb.	TBD from testing SNF AS-3770 \$2.84/lb.
2.	Sludge Dewatering Polymer (unit price per pound):	NO BID	6.25 lbs. / ton = 22,500 lbs. Solenis, LLC Praestol 859 BS Powder 658455 \$2.08/lb.	TBD from testing SNF AS-3780 \$2.94/lb.
	***NOTES:		***Solenis has not received the official lab results as of August 27, 2018.	***AS-3770 and AS-3780 are both available in 55 lb. bags. Full pallet will be 2200 lbs. (40 x 55 lb. bags).

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-09-013

GRANT CONSULTANT AGREEMENT

WHEREAS, the Niagara Falls Water Board (“Water Board”) pursuant to Resolution No. 2020-05-016 directed the issuance of a Request for Proposals (“RFP”) for a grant consultant to provide grant research, writing, and management services; and

WHEREAS, four firms submitted proposals in response to the RFP; and

WHEREAS, after completing a thorough review and evaluation of the proposals, the Water Board has determined that the best interests of the Water Board will be served by selection of the proposal by _____;

NOW THEREFORE BE IT

RESOLVED, that that on behalf of the Niagara Falls Water Board, its Executive Director be and hereby is authorized to execute an agreement with _____ to provide grant consultant services for a one-year period, for a total fee not to exceed \$_____.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
FGB 8000.0000.0451.0000 (Consultants)
Budget Line Supplied by: K. Walker
Additional Funds to be Supplied by Transfer from FA and GA Consultant
Budget Lines per K. Walker.

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-09-014

HUMAN RESOURCES CONSULTING SERVICES AGREEMENT

WHEREAS, the Niagara Falls Water Board (“Water Board”) issued a Request for Proposals (“RFP”) for human resources consulting services; and

WHEREAS, three firms submitted proposals in response to the RFP; and

WHEREAS, after completing a thorough review and evaluation of the proposals, the Water Board has determined that the best interests of the Water Board will be served by selection of the proposal by _____;

NOW THEREFORE BE IT

RESOLVED, that that on behalf of the Niagara Falls Water Board, its Executive Director be and hereby is authorized to execute an agreement with _____ to provide human resources consulting services for a total fee not to exceed \$_____.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
FGB 8000.0000.0451.0000 (Consultants)
Budget Line Supplied by: K. Walker
Additional Funds to be Supplied by Transfer from FA and GA Consultant
Budget Lines per K. Walker.

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-09-015

**AWARDING BID FOR WWTP PROJECT 3
GENERAL AND MECHANICAL CONSTRUCTION WORK**

WHEREAS, the Niagara Falls Water Board (“Water Board”) contracted with Arcadis of New York, Inc., to prepare designs, plans, and specifications for wastewater treatment plant (“WWTP”) Project 3 – Screenings and Grit Transport Equipment Improvements, Polymer Equipment Upgrades, and Dewatering Equipment Control Upgrades, required pursuant to Order on Consent R9-20170906-129 with the New York State Department of Environmental Conservation (“Project 3”); and

WHEREAS, consistent with New York Law, the General/Mechanical Construction and Electrical portions of Project 3 were separately bid; and

WHEREAS, two bids were received for the General/Mechanical Construction portion of Project 3; and

WHEREAS, the low bidder for the General/Mechanical Construction portion of Project 3 was Hohl Industrial Services, Inc., with a total bid of \$1,527,000; and

WHEREAS, Arcadis recommends the award of the bid to Hohl Industrial Services, Inc.; and

WHEREAS, up to one half of the cost of the work that is being awarded pursuant to this resolution will be reimbursable under the Water Board’s State and Municipal Facilities Program (“SAM”) Grant, Project ID No. 15688;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to contract with Hohl Industrial Services, Inc., for WWTP Project 3 General/Mechanical Construction for a total amount not to exceed the bid of \$1,527,000.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
CIP Item No.: WWTP 3, WWTP Rehab Phase 4C - Polymer & Dewatering Controls
(SAM Grant Project ID #15688)
Capital Line Supplied by: D. Williamson
Available Funds Confirmed by: K. Walker

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

Douglas Williamson, PE
Director of Technical & Regulatory Services
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, New York 14304

Arcadis of New York, Inc.
50 Fountain Plaza
Suite 600
Buffalo
New York 14202
Tel 716 667 0900
Fax 716 842 2612
www.arcadis.com

Subject:

Niagara Falls Wastewater Treatment Plant Project No. 3 – Screenings and Grit
Transport Equipment Improvements, Polymer Equipment Upgrades, and
Dewatering Equipment Control Upgrades
Recommendation Regarding Award of Construction Contracts

WATER BUSINESS LINE

Date:
September 18, 2020

Dear Mr. Williamson:

Contact:
Jason J. Williams, PE

Bids for the above-referenced Project (Project No. 3) were received by the Niagara Falls Water Board (NFWB) and opened on September 15, 2020 at 2:00 p.m. at the offices of NFWB. Bids were received from the following contractors:

Phone:
716 667 6603

Email:
Jason.Williams@arcadis.com

General/Mechanical Construction, Contract 3G:

- Hohl Industrial Services, Inc.
- John W. Danforth Company

Our ref:
30003048

Electrical Construction, Contract 3E:

- CIR Electrical Construction Corp.
- Frey Electric Construction Co.
- Ferguson Electric

Enclosed is a tabulation of the Bids received and a one-page table titled "Bid Evaluation Checklist for Bids Received on September 15, 2020"; the latter summarizes irregularities in the Bids received. This letter presents our recommendations relative to award of the Project's two prime construction contracts. Bids are valid for a period of 45 days from date of the Bid opening (i.e., through October 30, 2020).

PUBLICITY OF PROJECT

In addition to the advertisement for bids published in the *Niagara Gazette* on August 10 and August 17, 2020, Arcadis of New York, Inc. (Arcadis) made significant efforts to engage prospective Bidders regarding this Project. Arcadis furnished copies of Bidding Documents and other information to Avalon Document Services (the Issuing Office), Builders Exchange of the Southern Tier (with an online “plan room” accessible to all contractors in all of upstate New York), Construction Exchange of Buffalo & Western New York, and to construction data subscription services, including ConstructConnect (a merger between Bid Clerk, CMD Group, and “iSqFt”) and Dodge Data & Analytics (the former McGraw-Hill’s F.W. Dodge Reports).

In addition, on August 12, 2020, Arcadis e-mailed numerous general, mechanical, and electrical contractors who submitted bids for similar work on previous public works projects in western New York and western Pennsylvania. This correspondence was included as an attachment to an e-mail transmitted to you on September 8, 2020.

Arcadis learned during the Project No. 3 bid phase that bids for Project No. 1, a project with a greater value and longer duration than Project No. 3, were being opened on September 4, 2020, less than a week prior to the scheduled opening for Project No. 3. To provide potential bidders additional time to develop bids on Project No. 3, Addendum No. 2 changed the bid opening date for Project No. 3 to September 15, 2020. Despite the bidding phase extension, we suspect that the quantity and quality of bids received for Project No. 3 were affected by potential bidders prioritizing Project No. 1.

COMPARISON WITH BUDGET

The Engineer’s opinion of probable cost was \$1,326,000 for General Contract 3G and \$183,000 for the Electrical Contract 3E. The total price bid by the apparent low responsive and responsible Bidder for each of the two construction contracts is \$1,667,800, which, including current authorized engineering fees (\$166,786), is within the Project’s budget (\$1,920,000).

Because sufficient funds appear to be available, we recommend that NFWB award the construction contracts.

GENERAL CONTRACT

Bid Items: This Contract included a base bid only, without alternative bid items.

Bid Evaluation and Responsiveness: The apparent low Bid was submitted by Hohl Industrial Services, Inc. (Hohl) of Tonawanda, New York. We have evaluated Hohl’s Bid and determined it to be mathematically correct. With the exception of minor irregularities as indicated in the enclosed “Bid Evaluation Checklist”, Hohl’s Bid appears to comply with the requirements of the Bidding Documents.

Bidder Responsibility: Hohl is known to NFWB and Arcadis, was the apparent low bidder on Project No. 1, and has successfully completed similar construction projects for Arcadis in the past.

ELECTRICAL CONTRACT

Bid Items: This Contract included a base bid only, without alternative bid items.

Bid Evaluation and Responsiveness: The apparent low Bid was submitted by CIR Electrical Construction Corp. (CIR) of Buffalo, New York. We have evaluated CIR's Bid and determined it to be mathematically correct. With the exception of minor irregularities as indicated in the enclosed "Bid Evaluation Checklist", CIR's Bid appears to comply with the requirements of the Bidding Documents.

Bidder Responsibility: CIR is known to NFWB and Arcadis and has successfully completed similar construction projects for Arcadis in the past.

RECOMMENDATIONS

We recommend the following:

1. Because Hohl submitted the lowest-priced, responsive, and responsible Bid for the General Contract, subject to review by NFWB, we recommend awarding the General Contract to Hohl Industrial Services, Inc., 770 Riverview Boulevard, Tonawanda, NY 14150, as the Successful Bidder, in the total amount of \$1,527,000.
2. Because CIR submitted the lowest-priced, responsive, and responsible Bid for the Electrical Contract, subject to review by NFWB, we recommend awarding the Electrical Contract to CIR Electrical Construction Corp., Inc., 400 Ingham Avenue, Buffalo, NY 14218, as the Successful Bidder, in the total amount of \$140,800.
3. Each Contract award should be contingent upon the Successful Bidder furnishing acceptably-executed Contract Documents and acceptable performance and payment bonds.
4. Enclosed is a completed Notice of Award form for each of the two construction contracts for your use; if approved by NFWB, each Notice of Award should be signed by an authorized NFWB official and transmitted to Arcadis. Following signature by NFWB, we will transmit the executed Notice of Award to the respective Successful Bidders together with three copies of the proposed Contract Documents for signature by each Successful Bidder. The number of originals is intended for distribution of one fully-executed original to each of the following: NFWB, Contractor, and Engineer.
5. Upon NFWB's receipt of acceptable insurance, performance bond and payment bond, New York State Environmental Facilities Corporation (EFC) program requirements, and signed originals of the Contract Documents from each Successful Bidder, NFWB should execute the Contract Documents and Notice to Proceed. After subsequently executing the Contract Documents and Notice to Proceed, we will assist NFWB with distributing the executed original Contract Documents and Notice to Proceed to each of the following: NFWB, Contractor, and Engineer.

Should you have questions or comments, please contact me at 716 667 6603.

Douglas Williamson, PE
Niagara Falls Water Board
September 18, 2020

Sincerely,

Arcadis of New York, Inc.

A handwritten signature in black ink, appearing to read "Jason J. Williams", with a stylized flourish at the end.

Jason J. Williams, PE
Project Manager
Professional Engineer licensed in NY

Copies:

Pat Fama, NFWB Executive Director (electronic copy)
Sean Costello, NFWB General Counsel (electronic copy)
Ted Donner, PE, CPL (electronic copy)
Jay Meyers, PE, CPL (electronic copy)
File: 30003048

TABULATION OF BIDS

OWNER: Niagara Falls Water Board
Niagara Falls, New York

PROJECT: Niagara Falls Wastewater Treatment Plant Project 3

Date Advertised: August 10, 2020
Date Opened: September 15, 2020
Date Tabulated: September 15, 2020
Arcadis Project No.: 30003048
Niagara Falls Water Board\30003048\Technical\Bidding



Prepared By: ZAC
Checked By: JJW
Arcadis of New York, Inc.
50 Fountain Plaza, Suite 600
Buffalo, New York 14202

General Contract

				ENGINEER'S OPINION OF PROBABLE COST		Hohl Industrial Services, Inc. 770 Riverview Boulevard Tonawanda, New York 14150 Phone: 716 332 0466		John W. Danforth Company 300 Colvin Woods Parkway Tonawanda, New York 14150 Phone: 716 832 1940	
ITEM NUMBER	ITEM DESCRIPTION	ITEM QUANTITY	UNIT	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
3G.1	BASE BID ITEM General/Mechanical Construction Work	1	LS	\$1,326,000.00	\$1,326,000.00	\$1,502,000.00	\$1,502,000.00	\$1,609,000.00	\$1,609,000.00
3G.2	BASE BID ITEM General/Mechanical Contingency Allowance	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
	TOTAL OF BASE BID ITEMS				\$1,351,000.00		\$1,527,000.00		\$1,634,000.00
	BID BOND AMOUNT SURETY COMPANY					Ten Percent of Amount Bid Great American Insurance Company		Ten Percent of Amount Bid Fidelity and Deposit Company of Maryland	

Electrical Contract

				ENGINEER'S OPINION OF PROBABLE COST		CIR Electrical Construction Corporation 400 Ingham Avenue Buffalo, New York 14218 Phone: 716 362 5000		Frey Electric Construction Co., Inc. 100 Pearce Avenue Tonawanda, New York 14150 Phone: 716 874 1710		Feguson Electric Construction Co., Inc. 333 Ellicott Street Buffalo, New York 14203 Phone: 716 852 2010	
ITEM NUMBER	ITEM DESCRIPTION	ITEM QUANTITY	UNIT	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
3E.1	BASE BID ITEM Electrical Construction Work	1	LS	\$179,000.00	\$179,000.00	\$136,800.00	\$136,800.00	\$170,000.00	\$170,000.00	\$193,400.00	\$193,400.00
3E.2	BASE BID ITEM Electrical Contingency Allowance	1	LS	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
	TOTAL OF BASE BID ITEMS				\$183,000.00		\$140,800.00		\$174,000.00		\$197,400.00
	BID BOND AMOUNT SURETY COMPANY					Ten Percent of Amount Bid Western Surety Company		Ten Percent of Amount Bid Western Surety Company		Ten Percent of Amount Bid Fidelity and Deposit Company of Maryland	

**NIAGARA FALLS WATER BOARD
NIAGARA FALLS WASTEWATER TREATMENT PLANT PROJECT NO. 3**

**BID EVALUATION CHECKLIST
FOR BIDS RECEIVED ON SEPTEMBER 15, 2020**

No.	Bidder	Bid Price	Addenda Listed (00 41 13-2)	Bid Items Complete (00 41 13-4)	Bid Submittal Info. (00 41 13-6 & -7)	Bid Bond (00 43 13)	Bid Qualif. (00 45 13)	Non-Collusion Affidavit (00 45 19)	Lobby Law Statement (00 45 21)	EEO Statement (00 45 23)	Sexual Harrassment Statement (00 45 25)	Terms and Conditions Cert. (00 45 27)	Apprentice Training Req. (00 45 29)	M/W/SDVBE Info.
	General Construction Contract													
1	Hohl Industrial Services, Inc.	\$1,527,000.00	Y	Y	Y	Y ¹	Y ²	Y	Y	Y	Y	Y	Y	Y ^{3,4}
2	John W. Danforth Company	\$1,634,000.00	Y	Y	Y	Y ¹	Y	Y	Y	Y	Y	Y	Y	Y ⁵

Notes on Bids Evaluated for General Contract:

1. Bid bond is dated September 10, 2020. The bid opening date was changed to September 15, 2020 on September 9, 2020 via Addendum No. 2.
2. Audited balance sheet for each of the last 3 years is not included with the Bid.
3. Though NFWB Form A (MWBE/SDVOB Utilization Plan) is included with the Bid, the M/WBE and EEO Policy Statement is not filled out or signed.
4. NFWB Form B (Request for Waiver) is not included with the Bid, likely indicating that Bidder intends to meet M/W/SDVBE goals.
5. Page 00 41 13-5 indicates that NFWB Form A and NFWB Form B will be provided "post bid".

No.	Bidder	Bid Price	Addenda Listed (00 41 13-2)	Bid Items Complete (00 41 13-4)	Bid Submittal Info. (00 41 13-6 & -7)	Bid Bond (00 43 13)	Bid Qualif. (00 45 13)	Non-Collusion Affidavit (00 45 19)	Lobby Law Statement (00 45 21)	EEO Statement (00 45 23)	Sexual Harrassment Statement (00 45 25)	Terms and Conditions Cert. (00 45 27)	Apprentice Training Req. (00 45 29)	M/W/SDVBE Info.
	Electrical Construction Contract													
1	CIR Electrical Construction Corporation	\$140,800.00	Y	Y	Y	Y ¹	Y ^{2,3}	Y	Y	Y	Y	Y	Y	Y ⁴
2	Frey Electric Construction Co., Inc.	\$174,000.00	Y	Y	Y	Y ¹	Y ^{4,5}	Y	Y	Y	Y	Y	Y	N ^{6,7}
3	Ferguson Electric Construction Co., Inc.	\$197,400.00	Y	Y	Y	Y ¹	Y ^{8,9}	Y	Y	Y	Y	Y	Y	Y ⁴

Notes on Bids Evaluated for Electrical Contract:

1. Bid bond is dated September 10, 2020. The bid opening date was changed to September 15, 2020 on September 9, 2020 via Addendum No. 2.
2. Page 00 45 13-9 indicates that an audited balance sheet for each of the last 3 years will be provided upon award to Bidder.
3. Required safety program submittals, including OSHA Form 300A, summary of occupational injuries and illnesses, and list of safety citations and notifications of penalty, are not included with the Bid.
4. NFWB Form B (Request for Waiver) is not included with the Bid, likely indicating that Bidder intends to meet M/W/SDVBE goals.
5. Schedule C indicating all pieces of major equipment available for use on Owner's Project is not included with the Bid.
6. NFWB Form A, NFWB Form B, NFWB Form C, and EEO Policy Statement and documented proof that EPA Form 6100-2-DBE Subcontractor Participation Form was given to MWBE subcontractors (attachments 1 and 6 of 12 from NYSEFC bid packet in appendix B) are not included with the Bid.
7. AIS Contractors Certification (attachment 10 of 12 from NYSEFC bid packet in appendix B) does not include the project title or Contract identification number.
8. Available bonding capacity as of the date of Bid is not filled in.
9. Item 16.2 regarding whether the Bidder has failed to achieve MBE/WBE or EEO goals on previous projects, when required, is not answered.

NOTICE OF AWARD

Date of Issuance: September 21, 2020
Owner: Niagara Falls Water Board Owner's Project No.: 3G
Engineer: Arcadis of New York, Inc. Engineer's Project No.: 30003048
Project: Wastewater Treatment Plant Project No. 3
Contract Name: General
Bidder: Hohl Industrial Services, Inc.
Bidder's Address: 770 Riverview Boulevard, Tonawanda, NY 14150

You are notified that Owner has accepted your Bid dated **September 15, 2020** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for **general/mechanical construction**.

The Contract Price of the awarded Contract is **\$1,527,000.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three copies of the Contract Documents accompany this Notice of Award.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three** counterparts of the Contract Documents, signed by Bidder (as Contractor).
2. Deliver with the signed Contract Documents the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders, and in the General Conditions and Supplementary Conditions, Articles 2 and 6.
3. Deliver with the signed Contract Documents the NYSEFC Minority- & Women-Owned Business Enterprise (MWBE) Utilization Plan (attachment 4 of 12 from NYSEFC bid packet in Appendix B).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Niagara Falls Water Board**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

NOTICE OF AWARD

Date of Issuance: September 21, 2020
Owner: Niagara Falls Water Board Owner's Project No.: 3E
Engineer: Arcadis of New York, Inc. Engineer's Project No.: 30003048
Project: Wastewater Treatment Plant Project No. 3
Contract Name: Electrical
Bidder: CIR Electrical Construction Corporation
Bidder's Address: 400 Ingham Avenue, Buffalo, NY 14218

You are notified that Owner has accepted your Bid dated **September 15, 2020** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for **electrical construction**.

The Contract Price of the awarded Contract is **\$140,800.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three copies of the Contract Documents accompany this Notice of Award.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three** counterparts of the Contract Documents, signed by Bidder (as Contractor).
2. Deliver with the signed Contract Documents the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders, and in the General Conditions and Supplementary Conditions, Articles 2 and 6.
3. Deliver with the signed Contract Documents the NYSEFC Minority- & Women-Owned Business Enterprise (MWBE) Utilization Plan (attachment 4 of 12 from NYSEFC bid packet in Appendix B).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Niagara Falls Water Board**

By (*signature*): _____

Name (*printed*): _____

Title: _____

Copy: Engineer

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-09-016

**AWARDING BID FOR WWTP PROJECT 3
ELECTRICAL CONSTRUCTION WORK**

WHEREAS, the Niagara Falls Water Board (“Water Board”) contracted with Arcadis of New York, Inc., to prepare designs, plans, and specifications for wastewater treatment plant (“WWTP”) Project 3 – Screenings and Grit Transport Equipment Improvements, Polymer Equipment Upgrades, and Dewatering Equipment Control Upgrades, required pursuant to Order on Consent R9-20170906-129 with the New York State Department of Environmental Conservation (“Project 3”); and

WHEREAS, consistent with New York Law, the General/Mechanical Construction and Electrical portions of Project 3 were separately bid; and

WHEREAS, three bids were received for the Electrical Construction portion of Project 3; and

WHEREAS, the low bidder for the Electrical Construction portion of Project 3 was CIR Electrical Construction Corp., with a total bid of \$140,800; and

WHEREAS, Arcadis recommends the award of the bid to CIR Electrical Construction Corp.; and

WHEREAS, up to one half of the cost of the work that is being awarded pursuant to this resolution will be reimbursable under the Water Board’s State and Municipal Facilities Program (“SAM”) Grant, Project ID No. 15688;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to contract with CIR Electrical Construction Corp., for WWTP Project 3 Electrical Construction work, for a total amount not to exceed the bid of \$140,800.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
CIP Item No.: WWTP 3, WWTP Rehab Phase 4C - Polymer & Dewatering Controls
(SAM Grant Project ID #15688)
Capital Line Supplied by: D. Williamson
Available Funds Confirmed by: K. Walker

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-09-017

AWARD BID FOR 21 INCH COMBINED SEWER REPAIR ON MCKOON AVENUE

WHEREAS, the Niagara Falls Water Board (“Water Board”) identified a need to repair a section of 21-inch combined sewer main near on McKoon Avenue that exceeds the scope of repairs for which Water Board forces have equipment and manpower; and

WHEREAS, on behalf of the Water Board, the City of Niagara Falls Engineering Department prepared specifications and solicited bids for the combined sewer main repair; and

WHEREAS, the bids received have been reviewed and tabulated; and

WHEREAS, the verified and qualified low bidder for the project is 4th Generation Contracting, Inc., with a total base bid item price of \$68,750;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to contract with 4th Generation Contracting, Inc., for the repair of a 21-inch combined sewer main on McKoon Avenue, for a total amount not to exceed the bid of \$68,750.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Capital Plan Item S-8, Sewer/GPS Infrastructure Projects – Miscellaneous
Capital Line Supplied by: B. Wright
Available Funds Confirmed by: K. Walker

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

ENGINEERING DEPARTMENT

September 18, 2020

Niagara Falls Water Board

Mayor Michael C. O'Laughlin
Niagara Falls Water Treatment Facility
5815 Buffalo Avenue
Niagara Falls, New York 14304

Attention: Mr. Patrick Fama
Executive Director

Mr. Fama:

Attached to this brief letter please find the standard City of Niagara Falls/NFWB Bid Security Information and the Bid Tabulation Summary Sheets for the following project:

21" DIA. COMBINED SEWER REPAIR PROJECT McKOOK AVENUE

Arithmetical and typographical errors (if any) have been corrected and noted and the entire package is offered for your continued review, reference, and ultimate contract award. The verified and qualified low bidder for this project is:

**4TH GENERATION CONSTRUCTION, INC.
5650 SIMMONS AVENUE
NIAGARA FALLS, NEW YORK 14304**

at the total base bid item price of: **\$ 68,750.00**

Please contact me at your convenience if questions arise or additional clarification is deemed necessary.

Sincerely,


Robert Buzzelli
Civil Engineer III

attachments (2)

cc: file

**CONTRACT: 21" DIA. COMBINED SEWER REPAIR PROJECT
McKOOK AVENUE
(3700 blk)**

BID OPENING: SEPTEMBER 18, 2020

TIME: 2:00 p.m.

SHEET 01 OF 01

BID SECURITY: - 5% -

				SCOTT LAWN YARD		PINTO CONSTRUCTION SERVICES, INC.		MARK CERRONE, INC.		4th GENERATION CONSTRUCTION, INC.	
#	BID ITEM	QTY.	UNIT	PRICE	AMOUNT					PRICE	AMOUNT
1A	NEW 21" DIA. SDR 35 PVC SEWER PIPE	90	L.F.	473.50	42,615.00					350.00	31,500.00
1B	NEW 6" DIA. SDR 35 PVC SEWER PIPE	40	L.F.	247.50	9,900.00					50.00	2,000.00
2	PAVEMENT SAWCUTTING	210	L.F.	5.90	1,239.00					5.00	1,050.00
3	EXISTING MANHOLE ALTERATIONS	2	EA.	2,400.00	4,800.00					7,500.00	15,000.00
4	SUBBASE COURSE TYPE 2 STONE (8" THK.)	60	S.Y.	111.50	6,690.00					30.00	1,800.00
5	PORTLAND CEMENT CONCRETE BASE COURSE - TYPE 1 (6" THK.)	60	S.Y.	827.00	49,620.00					50.00	3,000.00
6	ASPHALT CONCRETE BINDER COURSE - TYPE 3 (2" THK.)	60	S.Y.	52.90	3,174.00					20.00	1,200.00
7	ASPHALT CONCRETE TOP COURSE - TYPE 7 (1-1/2" THK.)	N.I.C.									
8	TEMPORARY BYPASS PUMPING	4	DAYS	1,700.00	6,800.00					300.00	1,200.00
9	MAINTENANCE AND PROTECTION OF TRAFFIC	1	L.S.	9,000.00	9,000.00					10,000.00	10,000.00
10	MOBILIZATION	1	L.S.	5,000.00	5,000.00					2,000.00	2,000.00

\$138,838.00

2

\$68,750.00

1

21" DIA. COMBINED SEWER REPAIR PROJECT - MCKOON AVENUE
BID SECURITY - CERTIFIED CHECK/BID BOND

BID OPENING: SEPTEMBER 18, 2020

BID SECURITY - 5%

TIME: 2:00P.M.

DATE	CONTRACTOR	ADDRESS	BANK/COMPANY	CHECK #	AMOUNT	RETURNED
18 SEP 20	SCOTT CROWN TOWN	3305 HASELEY DR NICHOLS FALLS, NY	UNITED CASUALTY INSURANCE CO.	—	5%	
9	4 TH GENERATION	5050 SIMMONS NY NY	OLD REPUBLIC INSURANCE CO.	—	5%	

[Handwritten signature]
 18 SEP 20 (2:20 P)

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-09-018

**APPROVING ZERO COST CHANGE ORDER FOR 15-INCH
COMBINED SEWER REPAIR PROJECT NEAR 1340 MICHIGAN AVENUE**

WHEREAS, the Niagara Falls Water Board (“Water Board”) identified a need to repair a section of 15-inch combined sewer in the right-of-way near 1340 Michigan Avenue; and

WHEREAS, on behalf of the Water Board, the City of Niagara Falls Engineering Department prepared specifications and solicited bids for the combined sewer repair; and

WHEREAS, the Water Board awarded the contract for the 15-inch combined sewer repair in the right-of-way near 1340 Michigan Avenue to Pinto Construction Services, Inc., at a total base bid item price of \$37,616; and

WHEREAS, the repair now is complete; and

WHEREAS, bids for sewer repairs are based on estimated bid item quantities, as the exact subterranean conditions cannot be known prior to excavation; and

WHEREAS, during the repair at issue, alignment issues with existing water and sewer mains required the contractor to enlarge its excavation, necessitating the use of more pavement restoration materials than originally anticipated, but cost underruns elsewhere in the contract will allow for complete payment for all exceeded bid quantities without additional funding; and

WHEREAS, City Engineering has requested that the Water Board approve a change order so that the project records correctly reflect the work as performed;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby approves a \$0.00 change order to the contract with Pinto Construction Services, Inc., for the 15-inch combined sewer repair in the right-of-way near 1340 Michigan Avenue in order to adjust the estimated bid item quantities to match actual project expenditures.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Not applicable

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board



NIAGARA FALLS WATER BOARD

September 11, 2020

TO: Niagara Falls Water Board Members

FROM: Pat Fama
Executive Director

Robert Buzzelli
Civil Engineer III

SUBJECT: CHANGE ORDER #1 AND FINAL – \$0.00
15" DIA. COMBINED SEWER REPAIR PROJECT
1340 MICHIGAN AVENUE

A contract for the above referenced project was awarded to Pinto Construction Services, Inc. 132 Dingens St. Buffalo NY 14206, on May 18, 2020, in the amount of \$37,616.00.

After the project's start, alignment issues with existing water and sewer mains required the Contractor to enlarge his original excavation, necessitating the use of more pavement restoration materials than originally anticipated. However, existing underruns elsewhere in the contract will allow for complete payment for all exceeded bid quantities without additional funding (\$0.00 order on contract)

It is the recommendation of the undersigned that you allow this contract to be amended to reflect the additional tasks necessary to complete the project to the satisfaction of the Niagara Falls Water Board's counsel.

Respectfully submitted,

Pat Fama, Executive Director

A handwritten signature in blue ink, appearing to read "Robert Buzzelli", is written over the typed name.

Robert Buzzelli, Civil Engineer III

Meeting: September 21, 2020

Forster _____ Kimble _____ Larkin _____ Leffler _____ Brown _____

**APPROVING ZERO COST CHANGE ORDER
FOR EMERGENCY REPAIR CONTRACT**

WHEREAS, the Niagara Falls Water Board (“Water Board”) awarded an emergency repair contract to Mark Cerrone, Inc., in January 2020, and that award was based on bid prices for estimated quantities of various materials and services; and

WHEREAS, the actual need for certain bid items has exceeded the estimated quantities upon which the contract award was based, particularly related to the rental of a bulldozer, but other bid items have not been used in the estimated quantities; and

WHEREAS, the result of this is that by adjusting the bid item quantities through a change order, the funds appropriated for the emergency repair contract are sufficient to pay for the work performed under the emergency repair contract without requiring an additional appropriation of funds; and

WHEREAS, City Engineering recommends the approval of \$0.00 change order as described above;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby approves a \$0.00 change order to the 2020-2022 indefinite delivery/indefinite quantity emergency repair contract in order to adjust the estimated bid item quantities to match actual contract usage.

Water Board Personnel Responsible for Implementation of this Resolution:

Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:

Not applicable.

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board



NIAGARA FALLS WATER BOARD

September 11, 2020

TO: Niagara Falls Water Board Members

FROM: Pat Fama
Executive Director

Robert Buzzelli
Civil Engineer III

SUBJECT: 2020-2022 I.D.I.Q. EMERGENCY REPAIR CONTRACT
CHANGE ORDER #1 – \$0.00

A contract for the Niagara Falls Water Board's 2020-22 I.D.I.Q. Emergency Repair Contract was awarded to Mark Cerrone, Inc. 2368 Maryland Avenue, Niagara Falls, New York in the amount of \$2,089,104.00.

Soon after the start of the current I.D.I.Q. Contract, the Water Board availed itself of construction equipment rental (dozer) for use at both the Water and Wastewater facilities. However, the duration of use exceeded the contract quantities. Existing underruns elsewhere in the contract will allow for complete payment on all exceeded bid quantities without the allotment of any additional funds (i.e. \$0.00 change order on contract).

It is the recommendation of the undersigned that the Niagara Falls Water Board allow for payment of the additional quantities referred to above via a no dollar change to the contract in a form acceptable to the Board's legal counsel.

Respectfully submitted,

Pat Fama, Executive Director

A handwritten signature in black ink, appearing to read "Robert Buzzelli".

Robert Buzzelli, Civil Engineer III

Meeting: September 21, 2020

Forster _____ Kimble _____ Larkin _____ Leffler _____ Brown _____

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-09-020

**AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT
WITH SEAN W. COSTELLO TO REDUCE LENGTH OF RENEWAL TERM**

WHEREAS, by way of Resolution 2018-05-011 the Niagara Falls Water Board (“Water Board”) authorized an employment agreement with Sean W. Costello to serve as its General Counsel, with an effective date of May 21, 2018 and a term commencing on June 1, 2018 and continuing through December 31, 2020 (“the Employment Agreement”); and

WHEREAS, the Employment Agreement provides that it shall automatically renew for three-year terms unless notice of non-renewal is given 90 days prior to the end of the contract term; and

WHEREAS, the Water Board desires to reduce the number of employees with employment contracts and to eliminate multi-year employment contracts; and

WHEREAS, the Water Board believes that its Executive Director and its General Counsel each should be offered employment contracts to protect and enhance their ability to exercise their professional judgment and fiduciary duties to the entity; and

WHEREAS, the Water Board and Sean W. Costello mutually agree to a written amendment to the Employment Agreement providing that its renewal terms are reduced from three years to one year, with all other terms of the Employment Agreement to remain unchanged;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Chairperson execute Amendment No. 1 to the Employment Agreement between the Niagara Falls Water Board and Sean W. Costello, to change the length of renewal terms from three years to one year, with all other terms of the Employment Agreement to remain unchanged and in full force and effect;

AND IT IS FURTHER RESOLVED, that this Amendment No. 1 shall take effect immediately, including for the renewal term commencing on January 1, 2021 and continuing through December 31, 2021, which this Resolution authorizes.

Water Board Personnel Responsible for Implementation of this Resolution:
Board Chairperson

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
FA 0100.000 and GA 0100.000 (Biweekly Payroll)

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

**AMENDMENT NO. 1 to EMPLOYMENT AGREEMENT
Between Niagara Falls Water Board and Sean W. Costello**

This agreement for an employment contract amendment is made by and between the Niagara Falls Water Board (“Water Board”) and Sean W. Costello (“Employee”), with the amendment effective as of September 28, 2020.

WHEREAS, the Water Board and Employee entered into an Employment Agreement with an Effective Date of May 21, 2018 (“the Agreement”); and

WHEREAS, Section 4 of the Agreement provides that the contract “shall automatically renew for three-year terms” unless notice of non-renewal is provided by either party; and

WHEREAS, the Water Board and Employee wish to amend the Agreement to provide that the Agreement will renew for terms of one year instead of for terms of three years; and

WHEREAS, the Water Board and Employee agree that this amendment shall take effect immediately, including for the renewal term commencing on January 1, 2021 and continuing through December 31, 2021 that was authorized by Water Board Resolution 2020_____ and for all subsequent renewal terms which may occur pursuant to the terms of the Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, and such other good and valuable consideration the receipt and sufficiency of which the parties hereby acknowledge, the parties agree to amend the Agreement as follows:

4. Term is DELETED and replaced with the following:

4. Term. This Agreement shall be for an initial term starting on June 1, 2018 and continuing through December 31, 2020. It shall automatically renew for one-year terms unless notice is given of non-renewal no later than 90 days prior to the commencement of a new term.

With the exception of the changes made herein and hereby, the Employment Agreement Effective as of May 21, 2018 between the Water Board and Employee remains, in all other aspects, in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 effective as of September 28, 2020.

NIAGARA FALLS WATER BOARD

By: _____
Patrick D. Brown, Chairperson Date

Sean W. Costello, Employee Date

NOTICE OF NON-RENEWAL OF CERTAIN EMPLOYMENT CONTRACTS

WHEREAS, the Niagara Falls Water Board has from time to time provided certain employees with employment contracts with terms of various lengths; and

WHEREAS, these employment contracts require notice to the individual employees should the Water Board not desire the contracts automatically to renew for further terms; and

WHEREAS, the Water Board has determined that it no longer will offer employment contracts to individuals holding positions other than Executive Director and General Counsel in order to limit its long-term obligations, to provide flexibility with respect to staffing, and to enhance the Executive Director's ability to remove individuals whose performance fails to meet expectations; and

WHEREAS, it is not the intent of this resolution to terminate any individual; and

WHEREAS, the persons whose contracts are not renewed pursuant to this resolution will have the opportunity to remain at-will employees of the Water Board at the pleasure of the Executive Director or as may be provided by any future policy adopted by the Board of Directors;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED that General Counsel will provide appropriate written notice to the following individuals that the Niagara Falls Water Board will not suffer their employment contracts to renew when the current term ends:

- 1) Brian Majchrowicz
- 2) Erika Schroeder
- 3) Gina Senia
- 4) Kendra Walker
- 5) Douglas Williamson
- 6) William Wright

AND IT IS FURTHER RESOLVED, that the employees whose contracts shall not be renewed pursuant to this Resolution may remain at-will employees of the Niagara Falls Water Board working at the pleasure of the Executive Director and with the same salary, health insurance, paid leave, retirement, and other benefits that were provided by their employment agreements immediately prior to their expiration.

Water Board Personnel Responsible for Implementation of this Resolution:

Executive Director
General Counsel

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:

FA 0100.000 and GA 0100.000 (Biweekly Payroll)

On September 28, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board