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**AGENDA**  
**Meeting of the Niagara Falls Water Board**  
**June 28, 2021 at 5:00 p.m.**  
**5815 Buffalo Avenue**  
**Niagara Falls, NY 14304**

**1. Preliminary Matters**

**a. Attendance:**

**Asklar (Board Member/Chairman of Finance) \_\_\_\_\_**

**Forster (Chairman) \_\_\_\_\_**

**Kimble (Board Member) \_\_\_\_\_**

**Larkin (Board Member/Vice Chairwoman/Governance Chairwoman) \_\_\_\_\_**

**Leffler (Board Member) \_\_\_\_\_**

**b. Comments from Chairman Forster**

**c. Letters and Communications**

**i. June 24, 2021 Letter from City Administrator Regarding Operation Agreement**

**d. Public Comments (All speakers must register with the meeting clerk prior to roll call and are limited to three minutes per person – total time for all speakers may not exceed one hour).**

**e. Approval of Minutes from May 24, 2021 Meeting**

2. Executive Director – Dr. Abderrahman Zehraoui
3. Superintendent – William Wright
4. Engineering – Douglas Williamson
5. Personnel Items – John Accardo
  - a. June 28, 2021 Personnel Actions Sheet
6. Information Technology (IT) – Dr. Abderrahman Zehraoui
7. Finance – Brian Majchrowicz
8. Questions Regarding May 2021 Operations and Maintenance Report
9. Safety – John Accardo
10. General Counsel and Secretary – Sean Costello
11. From the Chairman
12. Resolutions

**2021-06-001 – GENERATOR PREVENTATIVE MAINTENANCE SERVICE  
AGREEMENT WITH KINSLEY POWER SYSTEMS**

- a. Kinsley Power Systems Proposal Revised June 22, 2021

**2021-06-002 – ZERO COST CHANGE ORDER FOR EMERGENCY REPAIR  
CONTRACT**

- a. Memorandum from City Engineering

**2021-06-003 – AWARD BID FOR WWTP PROJECT 9, INTERIOR PIPING IMPROVEMENTS**

- a. Engineer's Award Recommendation and Bid Tabulation

**2021-06-004 – ACCEPTING CPL ENGINEERING SERVICES PROPOSAL FOR WATER LINE PROJECTS ON WHITNEY AVENUE AND 77TH STREET**

- a. CPL Proposal Dated June 1, 2021

**2021-06-005 – CHANGE ORDER 1 AND FINAL FOR 21 INCH COMBINED SEWER REPAIR ON MCKOON AVENUE**

- a. Change Order Memorandum

**2021-06-006 – PROCUREMENT OF E.H. WACHS VALVE MAINTENANCE TRAILER**

- a. E.H. Wachs Proposal

**13. Additional Comments from Chairman Forster**

**14. Unfinished/Old Business**

- a. 18th Street Slip Line
- Walk-through completed from Whitney Ave. to Ontario Ave. with City Engineering – discussed at board meeting held on 5/24/21.
- b. Roof Study
- Jay Meyers from CPL stated this project is approximately 96% complete.
  - Further review is needed in some areas – will be sure to report all findings to the board as soon as they are made available -- discussed at board meeting held on 5/24/21.
- c. Beech Ave. Water Tower
- Jay Meyers explains some modeling work is needed along with finalizing ideas for an ideal location (possibly Buffalo Ave.)
  - Beech Ave. is not an ideal location due to the need for a pump station.
  - Cost to complete the study – approximately \$9,800 – discussed at board meeting held on 5/24/21.
- d. Caulking Project WTP
- Exterior caulking of the WTP was completed in 2020.
  - Interior caulking of the WTP is now needed
  - Mr. Costello was tasked to solicit bids – requesting CPL to prepare the specifications.
  - - discussed at board meeting held on 5/24/21.

- e. **56th Street Water Tower**
  - CPL was tasked to explore ways to improve the functionality and eliminate the need for WTP operators to have to drain the water lower levels on a daily basis in order to recirculate the water; due to the lack of a recirculating pump and valve at the bottom of the tank - discussed at board meeting held on 5/24/21.
- f. **Lift Station Roofs**
  - Mr. Costello has been in contact with the maintenance department regarding the work that is needed; would prefer to keep the work in-house if possible - discussed at board meeting held on 5/24/21.
- g. **Program Logic Controller (PLC)**
  - (1) showing a processor error, (2) showing error - discussed at board meeting held on 5/24/21.
- h. **Chlorine System**
  - Adding a booster pump to the raw water chlorine feed would prevent loss of chlorine feed during a low-pressure scenario (i.e. Goodyear break).
  - Will also provide backup to chlorine dosage during backflow testing/repairs
  - WTP Chief Operator (Rob Rowe) met with Fluid Kinetics to discuss options.
  - CPL to provide drawings (April 2021) for submittal to DOH - discussed at board meeting held on 5/24/21.
- i. **Emergency Backup Generators**
  - In need of repair – multiple issues with transfer gear and controls.
  - 1 unit has been determined to need radiator parts/replacements.
  - Work continues with Zenith – determined TS-2 and TS-3 need cleaning and lubrication, which involves removing power and running a separate generator to make the necessary repair.
  - Quotes have been received for auto switching main plant power feeds to lessen the risks involved with a generator failure (unknown).
- j. **WTP Roofing**
  - Area over front main entrance vestibule is leaking – creating issues with drywall mold and cracking.
  - Area over filter gallery with floating foam pieces – no leaks detected. Nearby roof drains have been cleaned to help with the issue - discussed at board meeting held on 5/24/21.

- k. Replacement of the outdated CO2 detection system.**
  - Units are in house for installation and work is progressing (unknown).
  - - discussed at board meeting held on 5/24/21.
- l. Backflow Preventers**
  - Need to be tested/repaired/replaced yearly or as necessary.
  - Larger units may cause the plant to lose chlorine capabilities – will now be tied in with chlorine system – experiencing pressure related issues on the Plant Water line.
  - Work may need to be subcontracted if in-house staff is unable to complete the necessary repairs.
  - - discussed at board meeting held on 5/24/21.
- m. Interior Lighting**
  - High lift room has been updated by Ferguson Electric.
  - Low lift room to be completed next – will likely be completed by Ferguson Electric due to the safety concerns of completing the work in-house.
  - - discussed at board meeting held on 5/24/21.
- n. HVAC Rooftop & Make Up Air**
  - Outdated units – need replacements – 4 out of the 5 units are inoperable.
  - AC-1 – rooftop unit over Operations Control Room is now replaced and awaiting final installation items. Startup to be completed shortly (10/16/2018).
  - Still in need of additional units – the pandemic has brought this to the forefront, as makeup air is potentially regulated in certain environments as well as air filtration ratings.
- o. PACL System Upgrades**
  - Need SCADA professionals to finish updating our program to match the 4 PACL pumps so that all 4 pumps can be utilized with SCADA control.
  - In-house work completed regarding the necessary pipes and valves. SOP's have also been created for the new completed system.
  - PACL liners have been replaced (unknown).
  - - discussed at board meeting held on 5/24/21.
- p. Bulk Chemical Storage Liners**
  - PACL liners complete – contractor has concerns about Fluoride toxicity. Maintenance department to follow up.
  - - discussed at board meeting held on 5/24/21.

**q. Board Member Asklar will have oversight on remodeling of the WWTP employee break room, shower area and bathrooms - discussed at board meeting held on 5/24/21.**

**q. Vice Chairwoman Larkin – employee PPE - discussed at board meeting held on 5/24/21.**

**15. New Business & Additional Items for Discussion**

**a. WTP Roof**

**i. Tremco Roof Inspection & Repair Proposal June 10, 2021**

**ii. Tremco WTP Roof Inspection Summary June 2021**

**b. CPL Proposal for Whitney Ave. & 11<sup>th</sup> St. Water Project Engineering**

**i. Watermain Replacement Location Map**

**c. Water Meter Update – Automated Meter Infrastructure (“AMI”) Propagation Study by Neptune.**

**i. 2017 CPL Report on Unaccounted Water**

**16. Executive Session (if needed)**

**17. Adjournment of Meeting**



# City of Niagara Falls, New York

Anthony J. Restaino  
City Administrator

June 24, 2021

Niagara Falls Water Board  
Michael C. O'Laughlin Municipal Water Plant  
5815 Buffalo Avenue  
Niagara Falls, New York 14304  
ATTN: Dr. Abderrahman Zehraoui

Dear Dr. Zehraoui,

Pursuant to our discussions in the development of a third amendment to the Operating Agreement between the City of Niagara Falls and the Niagara Falls Water Board, the City will extend the expiration date for other City services to be provided to July 31, 2021.

Very truly yours,

Anthony J. Restaino  
City Administrator

Cc: Mayor Robert M. Restaino  
Christopher Mazur  
Nicholas Forster  
Sean Costello





**MINUTES**  
**Meeting of the Niagara Falls Water Board**  
**May 24, 2021 at 5:00 p.m.**

Note: This meeting was held via conference call pursuant to Governor Cuomo's Executive Order 202.1 as extended by Executive Order 202.105.

**1. Attendance and Preliminary Matters**

*Chairman Forster called the meeting to order at 5:03 p.m.*

a. Asklar (Board Member/Chairman of Finance)   **P**  

Forster (Chairman)   **P**  

Kimble (Board Member)   **P**  

Larkin (Board Member/Vice Chairwoman/Governance Chairwoman)   **P**  

Leffler (Board Member)   **P**  

b. Comments from Chairman Forster

*There were no comments from the Chairman.*

c. Letters and Communications

*There were no letters/communications to discuss.*

d. Public Comments on Draft Annual Stormwater Report

*The public was given the opportunity to offer oral comment, no one commented.*

- e. Other Public Comment (Public comments other than those on the Draft Annual Stormwater Report were to be submitted in writing by 12:00 p.m. on May 24, 2021 to be read by the Secretary.)

*None.*

**f. Approval of Minutes**

**i. Draft Minutes for April 22, 2021 Special Meeting**

*Motion by Board Member Larkin and seconded by Board Member Kimble to approve the April 22, 2021 special meeting minutes.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

**ii. Draft Minutes for April 26, 2021 Meeting**

*Motion by Board Member Asklar and seconded by Board Member Larkin to approve the April 26, 2021 special meeting minutes.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

**iii. Draft Minutes for May 3, 2021 Special Meeting**

*Motion by Board Member Kimble and seconded by Board Member Leffler to approve the May 3, 2021 special meeting minutes.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

**iv. Draft Minutes for May 4, 2021 Special Meeting**

*Motion by Board Member Leffler and seconded by Board Member Larkin to approve the May 4, 2021 special meeting minutes.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

**v. Draft Minutes for May 5, 2021 Special Meeting**

*Motion by Board Member Leffler and seconded by Board Member Larkin to approve the May 5, 2021 special meeting minutes.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

**2. Acting Executive Director – Sean Costello**

*Mr. Costello had nothing further to discuss.*

**3. Superintendent – William Wright**

**a. City Cooperation – Tree Removal and Crack Filling**

*Mr. Wright expressed his appreciation for the City's assistance in removing four trees at 81<sup>st</sup> and Stephenson St., and the City also has assisted the NFWB with parking lot sealing.*

**4. Engineering – Douglas Williamson**

**a. Updates**

**i. Bollier Ave. Grant Reimbursement**

*Mr. Williamson states the EFC received all necessary documentation regarding the \$240,000.00 grant reimbursement.*

**ii. Grant Funded Water Line Projects**

*Mr. Williamson states the survey data has been received.*

**5. Personnel Items – John Accardo**

*Mr. Accardo states that 51% of the NFWB work force has been vaccinated.*

*Chairman Forster states the board will re-visit in the future its protocols regarding mask wearing.*

**a. April 26, 2021 Personnel Actions Sheet**

**6. Information Technology (IT) – Sean Costello**

*Mr. Costello states there is nothing new to report.*

**7. Finance – Brian Majchrowicz**

*Mr. Majchrowicz states there is nothing new to report.*

**8. Questions Regarding April 2021 Operations and Maintenance Report**

*No questions were asked regarding the April 2021 O&M report.*

**9. Safety – Sean Costello**

*Mr. Costello states there is nothing substantive to report.*

**10. General Counsel and Secretary – Sean Costello**

*Mr. Costello states there is nothing new to report.*

*Board member Askar questions if there is any update regarding the Love Canal litigation.*

*Mr. Costello states there is no further update to report.*

**11. From the Chairman**

*Chairman Forster states he has nothing new to report.*

**12. Resolutions**

**2021-05-001 – REQUIRING USE OF SAFETY SHOES**

*Motion by Board Member Kimble and seconded by Board Member Leffler to approve.*

*Askar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

**2021-05-002 – EXTENSION OF AGREEMENT WITH BROKER FOR WORKERS  
COMPENSATION, PROPERTY, AND LIABILITY INSURANCE**

*Motion by Board Member Kimble and seconded by Board Member Asklar to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

**2021-05-003 – APPROVING DEDUCTION OF SEWER CHARGES FOR WATER USED  
FOR IRRIGATION – NIAGARA GOLF PARTNERS LLC**

- a. Niagara Golf Partners Cover Letter and Engineering Report
- b. 2017-2020 Usage on Golf Course Irrigation Meter

*Motion by Board Member Larkin and seconded by Board Member Asklar to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_N\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 4-1.*

**2021-05-004 – BANK ON BUFFALO DEPOSITORY ACCOUNT AND AUTHORIZED  
SIGNERS RESOLUTIONS**

- a. Separate Resolutions for Seven Accounts

*Motion by Board Member Asklar and seconded by Board Member Kimble to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

**2021-05-005 – AWARD BID FOR WWTP PROJECT 11, EXTERIOR PROCESS PIPING  
IMPROVEMENTS**

- b. Bid Tabulation and Award Recommendation Letter

*Motion by Board Member Asklar and seconded by Board Member Leffler to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

**2021-05-006 – USE OF NYPA RELICENSING SETTLEMENT AGREEMENT FUNDS FOR CAPITAL PROJECTS**

*Motion by Board Member Larkin and seconded by Board Member Leffler to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

**WALK-ON RESOLUTIONS**

*Motion by Board Member Kimble and seconded by Board Member Larkin to wave the agenda deadline to consider Resolutions W-2021-05-007, W-2021-05-008, and W-2021-05-009.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

**RESOLUTION W-2021-05-007 – RENEWAL OF PERMA WORKERS' COMPENSATION POLICY**

*Motion by Board Member Kimble and seconded by Board Member Asklar to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

**RESOLUTION W-2021-05-008 – ESTABLISHING EXECUTIVE STAFF REVIEW COMMITTEE**

*Motion by Board Member Leffler and seconded by Board Member Larkin to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

*Chairman Forster noted that Board Member Larkin has agreed to chair the Executive Staff Review Committee.*

*Motion by Board Member Asklar and seconded by Board Member Kimble to appoint Board Member Larkin as Chairperson for the Executive Staff Review Committee.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

**RESOLUTION W-2021-05-009 – APPOINTING DR. ABDERRAHMAN ZEHRAOUI  
EXECUTIVE DIRECTOR**

*Motion by Board Member Leffler and seconded by Board Member Kimble to approve.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

*Chairman Forster, on behalf of the entire Board, thanked Mr. Costello for his commitment to the Water Board. It has been extra work for him on and off since August of last year as he not only served as the Acting Executive Director, Counsel, and Secretary, he has filled in with HR and assisted with answering questions on budgets and grants and more.*

*Chairman Forster, on behalf of the entire Board, also shows appreciation to the entire staff of the Niagara Falls Water Board.*

*Last, Chairman Forster expressed appreciation toward his fellow Board members, for coming together and for all of the hours invested in seeking an Executive Director. They all attended many special meetings, and much more work besides that is unseen and may not be appreciated by the public at large.*

*Dr. Zehraoui thanked the Board for his selection. It will be his pleasure to serve as Executive Director and to work with all Board members and department heads.*

**13. Unfinished/Old Business**

**a. 18th Street Slip Line**

- Walk-through completed from Whitney Ave. to Ontario Ave. with City Engineering – discussed at board meeting held on 4/26/21.

**b. Roof Study**

- Jay Meyers from CPL stated this project is approximately 96% complete.
- Further review is needed in some areas – will be sure to report all findings to the board as soon as they are made available -- discussed at board meeting held on 4/26/21.

**c. Beech Ave. Water Tower**

- Jay Meyers explains some modeling work is needed along with finalizing ideas for an ideal location (possibly Buffalo Ave.)
- Beech Ave. is not an ideal location due to the need for a pump station.
- Cost to complete the study – approximately \$9,800 – discussed at board meeting held on 4/26/21.

**d. Caulking Project WTP**

- Exterior caulking of the WTP was completed in 2020.
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**f. Lift Station Roofs**

- Mr. Costello has been in contact with the maintenance department regarding the work that is needed; would prefer to keep the work in-house if possible - discussed at board meeting held on 4/26/21.

**g. Program Logic Controller (PLC)**

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**h. Chlorine System**

- Adding a booster pump to the raw water chlorine feed would prevent loss of chlorine feed during a low-pressure scenario (i.e. Goodyear break).
- Will also provide backup to chlorine dosage during backflow testing/repairs
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- In need of repair – multiple issues with transfer gear and controls.
- 1 unit has been determined to need radiator parts/replacements.
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**j. WTP Roofing**

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**k. Replacement of the outdated CO2 detection system.**

- Units are in house for installation and work is progressing (unknown).
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**l. Backflow Preventers**

- Need to be tested/repaired/replaced yearly or as necessary.
- Larger units may cause the plant to lose chlorine capabilities – will now be tied in with chlorine system – experiencing pressure related issues on the Plant Water line.
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**m. Interior Lighting**

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- Low lift room to be completed next – will likely be completed by Ferguson Electric due to the safety concerns of completing the work in-house.
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**n. HVAC Rooftop & Make Up Air**

- Outdated units – need replacements – 4 out of the 5 units are inoperable.
- AC-1 – rooftop unit over Operations Control Room is now replaced and awaiting final installation items. Startup to be completed shortly (10/16/2018).
- Still in need of additional units – the pandemic has brought this to the forefront, as makeup air is potentially regulated in certain environments as well as air filtration ratings.

**o. PACL System Upgrades**

- Need SCADA professionals to finish updating our program to match the 4 PACL pumps so that all 4 pumps can be utilized with SCADA control.
- In-house work completed regarding the necessary pipes and valves. SOP's have also been created for the new completed system.
- PACL liners have been replaced (unknown).
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**p. Bulk Chemical Storage Liners**

- PACL liners complete – contractor has concerns about Fluoride toxicity. Maintenance department to follow up.
- - discussed at board meeting held on 4/26/21.

**14. New Business & Additional Items for Discussion**

- a. Complimentary Automated Meter Infrastructure (“AMI”) Propagation Study by Neptune**
- b. Board Member Asklar – WWTP Break Room, Bathroom, and Shower Area Improvements**

**15. Executive Session (if needed)**

*The board did not enter executive session.*

**16. Adjournment of Meeting**

*Motion by Board Member Kimble and seconded by Board Member Asklar to adjourn the meeting at 5:47 p.m.*

*Asklar \_\_Y\_\_ Forster \_\_Y\_\_ Kimble \_\_Y\_\_ Larkin \_\_Y\_\_ Leffler \_\_Y\_\_*

*Motion carried, 5-0.*

**Niagara Falls Water Board**  
**Personnel Actions and Report**  
**Monday, June 28, 2021**

**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
1	Material Handler/Document Retention Specialist	WWTP	\$41,722/year	FA.8310.0001 50% GA.8110.0001 50%

**B. RECOMMENDED PROMOTION / MOVE / APPOINTMENT**

Line Item Number	Name and Position	Type of labor move	Change in pay rate or grade	ADDITIONAL INFORMATION
1	Erika Schroeder - Confidential Secretary to Administrative Assistant	Title Change Within Series	Current: \$43,352; New: \$43,836	Employment contract will terminate; new position will be part of bargaining unit. Pay rate is based on appointment at Step 2. FA.8310.0001 50% GA.8110.0001 50%

**C. PREVIOUSLY TABLED PERSONNEL ACTIONS (From 2021)**

Line Item Number	Action and Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION
1	Mark Richmond - MW2	Promotion to MW3	From Grade 9 (\$15.88/hr) To 12 (\$16.61/hr)	\$.73 hourly increase equals approx. \$1,510 annually. Tabled April 26.

**D. OTHER PERSONNEL ACTIVITY FOR BOARD NOTIFICATION**

Name	Position	Department/Location	Pay Rate	ADDITIONAL INFORMATION

**E. PERSONNEL ON LONG TERM LEAVE OF ABSENCE**

Name	Last Day Worked	Dept.	Return Status	Comments
James Joyce	1/5/2021	WWTP Maint	TBD	Workers Comp
Cortez Bradberry	4/13/2021	Outside Sewer	TBD	Workers Comp
Artez Houston	5/5/2021	WWTP Operations	6/11/2021	Returned to Work 6/11/21
Stephen LaGamba	7/16/2021	WWTP Lab	10/16/2021	LOA to accept position working for another county gov't
Kurt Smith	6/8/2021	WTP - Ins Maint	TBD	FMLA

**GENERATOR PREVENTATIVE MAINTENANCE SERVICE AGREEMENT  
WITH KINSLEY POWER SYSTEMS**

**WHEREAS**, the Niagara Falls Water Board (“Water Board”) has installed seven Kohler brand generators to provide emergency backup power at its lift stations and has one Kohler generator for emergency backup power at its wastewater treatment plant; and

**WHEREAS**, these Kohler generators require annual preventative maintenance to ensure their reliable performance and extend their service life; and

**WHEREAS**, Kinsley Power Systems, the authorized Kohler distributor and original equipment installer, has submitted a June 22, 2021 proposal for a three-year preventative maintenance agreement which protects the Water Board from the possibility of cost increases during the term of the agreement;

**NOW THEREFORE BE IT**

**RESOLVED**, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to contract with Kinsley Power Systems to perform annual generator preventative maintenance consistent with the terms of Kinsley’s June 22, 2021 proposal, with a yearly contract price of \$7,450 and a total three-year price of \$22,350.

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

*Water Board Budget Line or Capital Plan Item with Funds for this Resolution:*  
Repair of Real Property: GA 8120.4900.0443.000 (For Lift Station Generators)  
GA 8130.0200.0444.000 (For WWTP Generator)  
Budget Lines Supplied by: M. Eagler (Lift Stations); R. Dunn (WWTP)  
Available Funds for 2021 Confirmed by: B. Majchrowicz

On June 28, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Board Member Asklar	[ ]	[ ]	[ ]	[ ]
Board Member Kimble	[ ]	[ ]	[ ]	[ ]
Board Member Larkin	[ ]	[ ]	[ ]	[ ]
Board Member Leffler	[ ]	[ ]	[ ]	[ ]
Chairman Forster	[ ]	[ ]	[ ]	[ ]

Signed By:

Vote Witnessed By:

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Nicholas J. Forster, Chairman

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Sean W. Costello, Secretary to Board

# Proposal



Quote Number	Project Name	Date
Q-21-2842	Niagara Falls Water Board	6/22/2021
<b>From:</b> Greg Frost 6200 East Molloy Road East Syracuse, NY 13057	<b>Billing Info:</b> Niagara Falls Water Board 5815 Buffalo Ave. Niagara Falls, NY 14304	
<b>Phone:</b> 860.500.9924	<b>Phone:</b> 716.283.9770	
<b>Email:</b> GFrost@kinsleypower.com	<b>Contact:</b> Mike Eagler	
<b>Cell:</b> 860.500.9924	<b>Email:</b> meagler@nfwb.org	

## Summary

### **Kohler Generator: 80REZGC, SGM32LLK7 / Kohler ATS: KSS-AFTA-0200S, SGM32LDB9**

**Physical Address** - Niagara Falls Water Board, **Lift Station #1**, 8018 Stephenson Ave, Niagara Falls, NY, 14304

**Level 1 Service** - Qty Per Year: 1, Price Per Service: \$325.00, Level 1 Total Yearly Price: **\$325.00**

**Level 2 Service** - Qty Per Year: 1, Price Per Service: \$535.00, Level 2 Total Yearly Price: **\$535.00**

Total Yearly Price: **\$860.00**

### **Kohler Generator: 30CCL, 22D7GMGM0002 / Kohler ATS: KEP-DCTA-0200S-MM, A334GMGL0274**

**Physical Address** - Niagara Falls Water Board, **Lift Station #2**, Niagara Falls, NY, 14304

**Level 1 Service** - Qty Per Year: 1, Price Per Service: \$315.00, Level 1 Total Yearly Price: **\$315.00**

**Level 2 Service** - Qty Per Year: 1, Price Per Service: \$515.00, Level 2 Total Yearly Price: **\$515.00**

Total Yearly Price: **\$830.00**

### **Kohler Generator: 30CCL, 33D7GMGR0009 / Kohler ATS: KSS-AFNA-0600S, A333GMFP0398**

**Physical Address** - Niagara Falls Water Board, **Lift Station #3**, 5815 Buffalo Ave, Niagara Falls, NY, 14304

**Level 1 Service** - Qty Per Year: 1, Price Per Service: \$315.00, Level 1 Total Yearly Price: **\$315.00**

**Level 2 Service** - Qty Per Year: 1, Price Per Service: \$515.00, Level 2 Total Yearly Price: **\$515.00**

Total Yearly Price: **\$830.00**

### **Kohler Generator: 60REZGB, SGM32LWGC / Kohler ATS: KSS-ACTA-0200S, SGM32LNFH**

**Physical Address** - Niagara Falls Water Board, **Lift Station #4**, Luick Ave, Niagara Falls, NY, 14304

**Level 1 Service** - Qty Per Year: 1, Price Per Service: \$325.00, Level 1 Total Yearly Price: **\$325.00**

**Level 2 Service** - Qty Per Year: 1, Price Per Service: \$525.00, Level 2 Total Yearly Price: **\$525.00**

Total Yearly Price: **\$850.00**

### **Kohler Generator: 100REZGD, SGM32LLJZ / Kohler ATS: KSS-AMTA-0200S, SGM32LDBC**

**Physical Address** - Niagara Falls Water Board, **Lift Station #6**, 8021 Frontier Ave, Niagara Falls, NY, 14304

**Level 1 Service** - Qty Per Year: 1, Price Per Service: \$325.00, Level 1 Total Yearly Price: **\$325.00**

**Level 2 Service** - Qty Per Year: 1, Price Per Service: \$565.00, Level 2 Total Yearly Price: **\$565.00**

Total Yearly Price: **\$890.00**

# Proposal



**Kohler Generator: 30CCL, 33D7GMGM0003 / Kohler ATS: KEP-DFTA-0100S-MM, A334GMGL0275**

**Physical Address** - Niagara Falls Water Board, **Lift Station #7**, Niagara Falls, NY, 14304

**Level 1 Service** - Qty Per Year: 1, Price Per Service: \$315.00, Level 1 Total Yearly Price: **\$315.00**

**Level 2 Service** - Qty Per Year: 1, Price Per Service: \$515.00, Level 2 Total Yearly Price: **\$515.00**

Total Yearly Price: **\$830.00**

**Kohler Generator: KG40, 33DGMG0006 / Kohler ATS: KEP-DCTA-100S-MM, A334GMGL0276**

**Physical Address** - Niagara Falls Water Board, **Lift Station #8**, Niagara Falls, NY, 14304

**Level 1 Service** - Qty Per Year: 1, Price Per Service: \$315.00, Level 1 Total Yearly Price: **\$315.00**

**Level 2 Service** - Qty Per Year: 1, Price Per Service: \$515.00, Level 2 Total Yearly Price: **\$515.00**

Total Yearly Price: **\$830.00**

**Kohler Generator: 400REOZJ, SGM32LK47 / Kohler ATS: KSS-AMTA-0600S/800S/KGP-DMTA\_0600S, SGM32LN8H, SGM32NFNJ, SGM32LN8J**

**Physical Address** - Niagara Falls Water Board, 1200 Buffalo Ave, Niagara Falls, NY, 14304

**Level 1 Service** - Qty Per Year: 1, Price Per Service: \$395.00, Level 1 Total Yearly Price: **\$395.00**

**Level 2 Service** - Qty Per Year: 1, Price Per Service: \$885.00, Level 2 Total Yearly Price: **\$885.00**

**Additional ATS inspections** - Qty Per Year: 2, Price Per Service: **\$125.00**, Total Yearly Price: **\$250.00**

Total Yearly Price: **\$1,530.00**

**TOTAL YEARLY CONTRACT PRICE: \$7,450.00**

**TOTAL PRICE FOR 3 YEARS: \$22,350**

## Who will service your equipment?

Kinsley employs the largest number of EGSA certified technicians--over 40 technicians serving the northeast with collectively more experience and focus on generator repair and maintenance than any service company in the industry. In some cases, you may see the same technician at every service visit. Regardless, you will be treated respectfully, your equipment will be serviced expertly, and your property will be cared for with respect and attention to detail when we are on site.

## **CUSTOMER PREFERENCES:** Circle below:

Do you require us to call ahead and schedule the maintenance work when it is due to be performed?	To exercise the generator under load or to service indoor mounted transfer switches, will someone be present to allow our technician to enter the building?	If generator is inoperable when we attempt to perform maintenance, do we have your permission to replace needed parts at time of service if no one is available to authorize the above repairs while on site? *	Is the generator drive up serviceable at grade level? *	Does the location have prevailing wage requirements? *
YES < > NO	YES < > NO	YES < > NO	YES < > NO	YES < > NO

\*Price increase will apply

# Proposal



## How often will your unit(s) be serviced?

The most common plan selected (assuming backup/exercise hours only) is to get one Level 1 service and one Level 2 service each year (except for healthcare/life safety or other critical applications where more is required).

**Please initial below**, accepting the two services L1 and L2 for the months indicated. If you would like to change months simply line through and indicate new months for services. Keep in mind they need to be six months apart.

	<u>QUANTITY of Level 1 visits per year</u>	<u>QUANTITY of Level 2 visits per year</u>
	Qty: <u>1</u> _____ Initials	Qty: <u>1</u> _____ Initials
<b>Preference of timing:</b>	Month(s): <u>March</u> _____	Month(s): <u>Sept</u> _____

## What's included:

Preventative Maintenance Performed	Generator or ATS?	Level 1 (Minor)	Level 2 (Major)
Check Lubricating oil, add as required	Generator	X	NA
Change Lubricating oil and oil filter	Generator	NA	<u>X</u>
Check radiator/cooling system (radiator, radiator cap, water pump, coolant hoses/clamps). Add coolant as required	Generator	X	X
Perform on site coolant analysis-test freeze point, nitrate levels, corrosion inhibitor levels	Generator	NA	<u>X</u>
Check air filter(s), hoses and crankcase breather	Generator	X	NA
Change air filter as needed	Generator	NA	<u>X</u>
Check fuel lines/hoses for leaks/pliability, inspect fuel vents for obstructions, check/clean fuel sediment bowl	Generator	X	X
Check fuel / water separator (if applicable)	Generator	X	NA
Replace fuel / water separator (if applicable)	Generator	NA	<u>X</u>
Check (and notate for diagnosis) warning lights illuminated, gauges/instrumentation function/faults	Generator & ATS	X	X
Check fan belts for excessive wear, inspect/adjust tension	Generator	X	X
Check governor belts for excessive wear, adjust tension if needed (if applicable)	Generator	X	X
Check battery charger, adjust if necessary	Generator	X	X
Replace spark plugs, points, distributor cap and ignition rotor (if applicable)	Generator	NA	<u>X</u>
Check battery capacity, clean battery and apply anti-corrosion treatment to terminal	Generator	X	X
Perform Generator, Generator End, ATS & Component functional and safety check	Generator & ATS	X	X

# Proposal



Run Generator – under load when possible (customer authorization required)	Generator & ATS	X	X
Conduct Electrical Frequency Analysis and adjust if necessary	Generator	X	X

## OFFER ACCEPTANCE

I hereby authorize Kinsley Power Systems, Inc. to use this form as a bona fide purchase order of the services quoted on Proposal Number Q-21-2842 which clearly establishes definite price and specifications of services ordered. The person signing is doing so according to the terms and conditions.

### Proposed By:

Company: Kinsley Power Systems, Inc.

Signature: Greg Frost

Printed Name: Greg Frost

Title: AMS Sales Manager

Date: Tuesday, June 22, 2021

### Accepted By:

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

### Terms & Conditions:

This Preventative Maintenance Agreement is entered into by Kinsley Power Systems, and the generator equipment owner as signed, for the purpose of maintaining their equipment in the best possible operating conditions in order to minimize the necessity of emergency service. This agreement does not relieve the owner of periodic checks and testing as outlined in the manufacturer's manuals. While preventative maintenance should result in maximum availability of generator equipment, Kinsley Power Systems, makes no warranties or guarantees as to equipment uptime and disclaims any responsibility for consequential damages. Services to be performed are specified herein, and constitute the extent of this agreement. The generator equipment owner will be furnished with an inspection report denoting conditions found and further service found to be required, if any.

**No services, parts or materials are covered under this agreement unless specifically referred to herein, nor does this agreement include expenses to repair any damage resulting from abuse, accident, theft, acts of a third party, forces of nature or altering the equipment. Services requested but not covered under this agreement will be billed at normal rates for labor, travel, or parts.**

**CONTRACT:** This agreement will be automatically renewed every year until canceled in writing with 30 days prior written notice by either party. Kinsley Power reserves the right to review the service contract pricing annually, using the Consumer Price Index as a guideline for any adjustments. It is mutually understood that this proposal sets forth our entire agreement.

## PLEASE RETURN A SIGNED COPY OF THIS QUOTE TO US BY FAXING IT TO 860.392.0222

For any questions, please contact our aftermarket sales specialist, at [ams@kinsleypower.com](mailto:ams@kinsleypower.com)

### Kinsley Power Systems General Terms and Conditions

**1.0 Summary:** These General Terms & Conditions are between Kinsley Group, Inc. d/b/a Kinsley Power Systems ("Kinsley") having a mailing address of 14 Connecticut South Drive, East Granby, CT 06026 (fax number 860-844-6136) and the person, company, firm or business entity purchasing equipment, renting equipment and/or obtaining products or services from Kinsley ("Customer", "You" or "Your"). The purpose of these General Terms & Conditions is to set forth the general terms and conditions that will apply to all services performed by Kinsley for the Customer and all product sold by Kinsley to the Customer. Specific terms and conditions on which such services and products will be provided may be set forth in separate agreements (written proposals, quotations, etc.) signed and agreed to by Kinsley (each hereinafter referred to as a "Related Agreement"). The provisions of these General Terms & Conditions shall be incorporated into each of these Related

Agreements and govern all the understandings and agreements between the parties unless otherwise expressly set forth in a Related Agreement. In the event of a specific conflict between the provisions of these General Terms & Conditions and the express provisions of any Related Agreement, the Related Agreement shall control, except for Section 3.0 below, "Limited Warranty Statement", which shall control over any Related Agreement, unless such Section 3.0 is specifically referenced and amended in writing and signed by authorized personnel of Kinsley. These General Terms and Conditions shall apply to each individual project, sale or transaction, provided that a default by Customer under the General Terms and Conditions or a Related Agreement with respect to one project, sale or transaction shall constitute a Customer default under all projects, sales and transactions with such Customer and its affiliates.

The Energy Solutions Company



# Proposal



**2.0 Finance Charges, Collection Costs, Expenses, and Other Remedies.** All bills not paid within agreed-upon terms shall be assessed a late charge of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) on the unpaid balance until paid in full. In the event that Kinsley incurs collection expenses or brings any lawsuit, arbitration or other proceeding to collect amounts owed, Kinsley shall be entitled to recover the costs and expenses (including but not limited to its filing fees, witness fees and reasonable legal fees) incurred in collecting such amounts. Kinsley reserves the right, where permitted by law, to charge a two percent (2%) surcharge, processing fee, or convenience fee for all payments made by credit card.

**2.1 Force Majeure.** Kinsley shall not be liable in any way for any default or delay due to conditions or contingencies beyond its control, which prevents or interferes with Kinsley or its suppliers or subcontractors making delivery or performing services on the date specified, including but not limited to war, or restraints affecting shipping, delivery of materials or credit as a result of war or war restrictions, non-arrival delay or failure to produce materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, acts of terrorism, accidents, weather conditions, floods, droughts and any other condition or contingency affecting Kinsley, its suppliers, or subcontractors; and Kinsley shall have the right to cancel a contract for services or cancel a contract of sale or to extend the shipping date in the event of one or more of such conditions or contingencies. In the event of delayed or extended shipping dates due to the above causes, and the Customer changes shipping instructions, any additional shipping charges shall be paid by the Customer as a part of the purchase price.

**2.2 Third Party Vendors.** Kinsley may from time to time refer the Customer to third party vendors for specific products or services. These vendors are not Kinsley's subcontractors, so it is the Customer's responsibility to select and negotiate the terms and conditions of the Customer's business with them. Kinsley will not be responsible for their products or services.

**2.3 Taxes.** In addition to all other amounts payable under this Agreement or under a Related Agreement, the Customer shall pay all United States and foreign sales, use, value added, and other taxes and duties, of whatever nature, federal, state, provincial or otherwise (herein "taxes"), which are levied or imposed by reason of these General Terms and Conditions or any of the services or products purchased from Kinsley. The Customer shall promptly pay Kinsley for any such Taxes paid by Kinsley on behalf of the Customer or which are required to be collected and paid by Kinsley. Kinsley may bill the Customer separately for such Taxes.

**2.4 General:** Any claims for shortages or deductions for erroneous charges must be made in writing within thirty (30) days after receipt of goods or services or shall be deemed waived.

All manufacturer's names, numbers, symbols and descriptions are used for reference purposes only, and it is not implied that any part listed is the product of these manufacturers.

All clerical errors on the part of Kinsley are subject to corrections.

Prices are subject to change without notice.

Unless otherwise stated, prices are FOB point of manufacture.

Delivery dates may be quoted by Kinsley. Such dates are estimates only and in no event shall such dates be construed as falling within the meaning of "time is of the essence".

When providing pricing for site services, Kinsley will adhere to prevailing wage requirements. Kinsley will make reasonable efforts to determine if prevailing wage rates are required, but the Customer has the burden and responsibility to communicate any prevailing wage requirements to Kinsley (or intermediate contractor). If Kinsley's failure to pay prevailing wages is reasonably attributable to Customer's failure to provide prevailing wage information to Kinsley, including but not limited to wage schedules or rate sheets associated with the work described in this Agreement, Kinsley may seek appropriate damages and restitution from Customer, and may amend the contract price to reflect increases in wages and fringe benefits paid to Kinsley employees to the extent that these increases are necessary to comply with federal, state or local prevailing wage laws.

**2.5 No Hire Clause.** During the term of any Related Agreement under which Kinsley is providing products or services, and for a period of one (1) year thereafter, neither the Customer nor its affiliates shall: (a) employ or hire, or engage as a consultant or subcontractor, any employee or subcontractor of Kinsley or any of its affiliates, (b) solicit any employee or subcontractor of Kinsley or any of its affiliates to become an employee of, or consultant or subcontractor to Customer or any of its affiliates, or (c) recommend or suggest to any other person or entity that it so solicit, employ, hire, or engage any such employee or subcontractor. In the event of any breach of the foregoing provisions, Kinsley shall be entitled to be paid, on demand, as liquidated damages and not as penalty, an amount equal to the annualized base salary and other regular compensation being paid to such employee or subcontractor as of the date of the termination of his or her employment or contract with Kinsley or its affiliate. It is agreed that the amount of damages, which would be suffered because of a breach of the foregoing provisions of this Section, would be difficult to measure and that such payment amount constitutes reasonable liquidated damages for such a breach.

**2.6 Governing Law and Jurisdiction.** These General Terms & Conditions and each Related Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of law provisions. The United Nations Convention on the International Sale of Goods shall not apply to these General Terms and Conditions and conditions of any Related Agreement. All suits under this agreement shall be brought and filed in the State of Connecticut.

**2.7 Assignment and Transfer.** Except as otherwise provided in any Related Agreement, these General Terms and Conditions and any Related Agreement may not be assigned or transferred by Customer, and shall be binding upon and for the benefit of Kinsley and the Customer, as well as the Customer's and Kinsley's respective legal representatives, successors and assigns.

**2.8 Invalid Provisions.** These General Terms and Conditions and any Related Agreement shall be valid and enforceable to the fullest extent permitted by law. If any term, condition, or provision of these General Terms and Conditions or any Related Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, then such term, condition, or provision shall be curtailed and limited to the extent necessary to bring it within the legal requirements, and the remainder of these General Terms and Conditions, or Related Agreement, and the application of such term, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

**2.9 Entire Agreement, Modification.** These General Terms and Conditions and any Related Agreements constitute the entire agreement between Kinsley and the Customer with respect to the subject matter thereof, superseding all previous communications and negotiations, whether written or oral. No modification of these General Terms and Conditions or any Related Agreement shall be binding unless it is in writing and executed by authorized representatives of Kinsley and the Customer.

**2.10 Notices.** Any written notice or other written communication to a party under these General Terms & Conditions or any Related Agreement shall be delivered personally, sent by fax, or sent by express carrier for next business day delivery evidenced by a receipt, or by United States registered or certified mail, freight or postage prepaid. Notices shall be sent to a party's address or fax number set forth at the beginning of the agreement or purchase order in which these General Terms and Conditions are incorporated or such other address or fax number as such party may specify in writing in accordance with these notice provisions.

**2.11 Waiver of Failure to Act.** No failure or delay by Kinsley in exercising any right or remedy under these General Terms and Conditions or a Related Agreement shall be deemed to be a waiver. The waiver by Kinsley in any respect of any right provided for in these General Terms and Conditions or any Related Agreement shall not be deemed a waiver of any further right hereunder.

**2.12 Third Party Beneficiaries.** These General Terms and Conditions and any Related Agreement shall not be deemed to create any rights in any third parties (excepting only Kinsley's affiliates), including suppliers and customers of a party, or to create any obligations of a party to any such third parties.

**2.13 Affiliate.** As used in these General Terms and Conditions or in any Related Agreement, an "affiliate" of a party means a third party that directly or indirectly

# Proposal



(by the ownership of voting securities, contract or otherwise) controls, is controlled by, or is under the common control with, such party.

**3.0 LIMITED WARRANTY STATEMENT** Kinsley makes no express or implied warranties, including without limitation, implied warranties of merchantability and fitness for particular purpose, on equipment, parts or devices or any other goods or products sold or rented by Kinsley. The Customer's sole remedy is under the warranty of the manufacturer. At the Customer's request, Kinsley may furnish specific manufacturers' express limited warranty policies. The Customer accepts the goods or products sold "as is" and "with all faults" except only as provided by the warranty of the manufacturer of the goods or products sold.

Kinsley may provide technical information or advice to assist the Customer in the proper application and utilization of equipment or systems, in which case Kinsley disclaims all warranties, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose, or compliance with governmental regulations.

**SOLE LIMITED WARRANTY BY KINSLEY.** Kinsley warrants that for ninety (90) days beginning on the date of invoice, service labor by Kinsley technicians shall be free from material defects in workmanship. This warranty does not cover damage due to external causes including accident, abuse, misuse, problems with electrical power, servicing not authorized or performed by Kinsley, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Kinsley. This warranty does not cover replacement or repair of materials due to normal wear. Kinsley's responsibility is limited to repair or replacement at its designated facility, and the decision as to location of the repair work shall be made in the sole judgment of Kinsley.

**IN NO EVENT SHALL KINSLEY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF REVENUE OR PROFITS, FEES OR FINES), EVEN IF KINSLEY HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY.**

Kinsley's cumulative liability for all losses and damages under these General Terms and Conditions or under any of the Related Agreements (including, without limitation, those arising out of contract, tort (including negligence), strict liability, warranty, or other theory of liability) shall not exceed (a) in the case of any services provided or to be provided by Kinsley, the amount of the fees paid by Customer for such services under the applicable Related Agreement, and (b) in the case of any products or devices provided or to be provided by Kinsley, the amount of Kinsley's labor services paid by Customer and associated with the product sale.

Kinsley makes no warranties beyond those stated in this warranty statement. Furthermore, no personnel of Kinsley are authorized to make warranties of any nature, orally or otherwise.

**4.0 Indemnification.** Customer shall save harmless, indemnify, and at Kinsley's option, defend Kinsley, and Kinsley's owners, directors, officers, agents, representatives, affiliates and successors and assigns, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of every kind and nature arising or growing out of or in any way connected with Kinsley's selling, repairing, evaluating, starting up, testing or maintaining equipment or other items or providing other services or products to or for the benefit of Customer or its affiliates, unless it is determined by a court of competent jurisdiction, after expiration of applicable appeal rights, that such matters were directly caused by Kinsley's gross negligence or willful misconduct.

**5.0 Waiver of Subrogation.** Customer and all parties claiming to be related to customer hereby agree to release and discharge Kinsley from all claims and/or liabilities arising from or caused by any casualty or hazard which may arise out of or in connection with activities associated with Kinsley's work on equipment or premises at the request or direction of Customer except as specifically stated herein, and Customer agrees to waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof and further agree to evidence such waiver as may be required by Customers' insurance policies.

**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 piping and pavement restoration materials needed in connection with a mid-winter water main failure at 66th Street and Niagara Falls Boulevard, 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:*  
No financial impact, previously appropriated funds.

On June 28, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Board Member Asklar	[   ]	[   ]	[   ]	[   ]
Board Member Kimble	[   ]	[   ]	[   ]	[   ]
Board Member Larkin	[   ]	[   ]	[   ]	[   ]
Board Member Leffler	[   ]	[   ]	[   ]	[   ]
Chairman Forster	[   ]	[   ]	[   ]	[   ]

Signed By:

Vote Witnessed By:

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Nicholas J. Forster, Chairman

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Sean W. Costello, Secretary to Board



## NIAGARA FALLS WATER BOARD

June 9, 2021

**TO:** Niagara Falls Water Board Members  
**FROM:** Dr. Abderrahman Zehraoui  
Executive Director

**SUBJECT: 2020-2022 I.D.I.Q. EMERGENCY REPAIR CONTRACT  
CHANGE ORDER #2 - \$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.

Due to a mid-winter water main failure at 66<sup>th</sup> Street and Niagara Falls Boulevard, both piping and pavement restoration materials needed to effect repairs exceeded existing quantities in the above-referenced contract documents. However, existing underruns elsewhere in the contract will allow for complete payment for all exceeded bid quantities without the allotment of any additional funding (\$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 order to the contract in a form acceptable to the Board's counsel.

Respectfully submitted,

Dr. Abderrahman Zehraoui  
Executive Director

  
Robert Buzzelli  
Civil Engineer III

Meeting: June 28, 2021

**AWARD BID FOR WWTP PROJECT 9,  
INTERIOR PIPING IMPROVEMENTS**

**WHEREAS**, the Niagara Falls Water Board (“Water Board”) contracted with JM Davidson, Inc. (“JM Davidson”), to prepare designs, plans, and specifications for wastewater treatment plant (“WWTP”) Project No. 9 – Interior Process Piping Improvements, required pursuant to Order on Consent R9-20170906-129 with the New York State Department of Environmental Conservation; and

**WHEREAS**, four bids were received for Contract 9M: Mechanical Construction, Project No. 9 – Interior Process Piping Improvements; and

**WHEREAS**, the low bidder for Contract 9M was MLP Plumbing and Mechanical, Inc., with a total bid of \$428,300; and

**WHEREAS**, JMD recommends the award of the bid to MLP Plumbing and Mechanical, 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 MLP Plumbing and Mechanical, Inc., for WWTP Contract 9M: Mechanical Construction, Interior Process Piping Improvements, for a total amount not to exceed the bid of \$428,300.

*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 9 - WWTP Rehab Phase 4I – Process Piping Improvements  
(SAM Grant Project ID #15688)  
Capital Line Supplied by: D. Williamson  
Available Funds Confirmed by: D. Williamson

On June 28, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Board Member Asklar	[   ]	[   ]	[   ]	[   ]
Board Member Kimble	[   ]	[   ]	[   ]	[   ]
Board Member Larkin	[   ]	[   ]	[   ]	[   ]
Board Member Leffler	[   ]	[   ]	[   ]	[   ]
Chairman Forster	[   ]	[   ]	[   ]	[   ]

Signed By:

Vote Witnessed By:

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Nicholas J. Forster, Chairman

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Sean W. Costello, Secretary to Board

June 15, 2021

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

**SUBJECT:        WASTEWATER TREATMENT PLANT UPGRADES  
                     PROJECT NO. 9 REBID – INTERIOR PROCESS PIPING IMPROVEMENTS  
                     RECOMMENDATION OF AWARD OF CONSTRUCTION CONTRACT NO. 9M**

Dear Mr. Williamson:

Bids for the above-referenced project (Project No. 9) were received by the Niagara Falls Water Board (NFWB) and opened on June 15, 2021 at 10:00 a.m. at the offices of NFWB. Bids were received as follows:

<b><u>Bidder</u></b>	<b><u>Total Bid</u></b>
MLP Plumbing and Mechanical, Inc.	\$428,300.00
John W. Danforth Company	\$462,300.00
Quackenbush Co., Inc.	\$529,000.00
D.V. Brown & Associates	\$566,196.00
Engineers Estimate	\$675,960.00

All Bidders submitted an appropriate Bid Bond. Enclosed is a detailed tabulation of the Bids received. JM Davidson Engineering (JMD) reviewed the information submitted by the bidders and found the discrepancies noted in the bid tab that are highlighted in yellow.

JMD conducted a pre-award conference via telephone on June 15, 2021 with MLP Plumbing and Mechanical, Inc. (MLP) regarding their discrepancy and confirmed their bid total was correct and that they did not want to withdraw their bid. The phone conversation was documented, and concurrence provided by MLP, in the attached email trail between Michael Terrana of JMD and David Muskopf, Vice President of MLP.

Enclosed is a copy of MLP's MWBE/SDVOB Utilization Plan which indicates that they will meet the goals as set forth in the contract documents.

As such, JMD recommends that the NFWB accepts the low bidder MLP Plumbing and Mechanical, Inc. for Contract No. 9M: Mechanical Construction, Project No. 9, Interior Process Piping Improvements in the amount of \$428,300.00.



Sincerely,

JM Davidson Engineering, D.P.C.



Michael Terrana, P.E.

cc via email: Sean Costello, NFWB General Counsel and Acting Executive Director  
Doug Williamson, NFWB Director of Technical and Regulatory Services  
Ted Donner, PE, CPL  
Jay Meyers, PE, CPL



Bid Opening: June 15, 2021 at 10:00 AM

Bid Item	Description	Quantity	Unit	Engineer's Estimate		MLP Plumbing and Mechanical, Inc.		John W. Danforth Company		Quackenbush Co. Inc.		D.V. Brown & Associates, Inc.	
				Unit Price	Base Bid	Unit Price	Base Bid	Unit Price	Base Bid	Unit Price	Base Bid	Unit Price	Base Bid
Base Bid Contract 9M, Mechanical Construction													
Item No. 1 - City Water Piping													
1A	Installation, Maintenance and Removal of City Water Bypass System	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 31,896.00	\$ 31,896.00	\$ 27,800.00	\$ 27,800.00	\$ 40,000.00	\$ 40,000.00	\$ 19,299.00	\$ 19,299.00
1B	Demolition of Existing Water Service Piping and Appurtenances	1	LS	\$ 16,600.00	\$ 16,600.00	\$ 13,170.00	\$ 13,170.00	\$ 15,400.00	\$ 15,400.00	\$ 17,000.00	\$ 17,000.00	\$ 6,259.00	\$ 6,259.00
1C	Hazardous Materials Handling	1	LS	\$ 9,720.00	\$ 9,720.00	\$ 19,891.00	\$ 19,891.00	\$ 14,900.00	\$ 14,900.00	\$ 14,000.00	\$ 14,000.00	\$ 21,323.00	\$ 21,323.00
1D	Installation of New Piping and Appurtenances	1	LS	\$ 37,000.00	\$ 37,000.00	\$ 28,999.00	\$ 28,999.00	\$ 24,600.00	\$ 24,600.00	\$ 18,000.00	\$ 18,000.00	\$ 54,962.00	\$ 54,962.00
1E	Application of Pipe Coating	1	LS	\$ 3,600.00	\$ 3,600.00	\$ 5,190.00	\$ 5,190.00	\$ 2,600.00	\$ 2,600.00	\$ 3,000.00	\$ 3,000.00	\$ 3,339.00	\$ 3,339.00
	Total Item No. 1				\$ 106,920.00		\$ 99,146.00		\$ 85,300.00		\$ 92,000.00		\$ 105,182.00
Item No. 2 - Plant Water Line													
2A	Installation, Maintenance and Removal of Waterline Bypass System	1	LS	\$ 45,573.00	\$ 45,573.00	\$ 33,051.00	\$ 33,051.00	\$ 58,000.00	\$ 58,000.00	\$ 49,000.00	\$ 49,000.00	\$ 45,932.00	\$ 45,932.00
2B	Demolition of Existing Waterline Pipe and Appurtenances	1	LS	\$ 482,547.00	\$ 482,547.00	\$ 60,790.00	\$ 60,790.00	\$ 45,500.00	\$ 45,500.00	\$ 92,000.00	\$ 92,000.00	\$ 44,072.00	\$ 44,072.00
2C	Installation of New Waterline Piping and Appurtenances	1	LS			\$ 173,188.00	\$ 173,188.00	\$ 23,800.00	\$ 23,800.00	\$ 247,000.00	\$ 247,000.00	\$ 314,069.00	\$ 314,069.00
2D	Application of Pipe Coating	1	LS			\$ 19,548.00	\$ 19,548.00	\$ 18,100.00	\$ 18,100.00	\$ 21,000.00	\$ 21,000.00	\$ 12,440.00	\$ 12,440.00
	Total Item No. 2				\$ 528,120.00		\$ 286,577.00		\$ 345,400.00		\$ 409,000.00		\$ 416,513.00
Item No. 3 - Spent Carbon Flush Assemblies													
3A	Demolition of Existing	1	LS	\$ 25,920.00	\$ 25,920.00	\$ 6,334.00	\$ 6,334.00	\$ 3,700.00	\$ 3,700.00	\$ 5,000.00	\$ 5,000.00	\$ 5,315.00	\$ 5,315.00
3B	Installation of New Assemblies	3	EA			\$ 21,243.00	\$ 21,243.00	\$ 4,300.00	\$ 12,900.00	\$ 2,666.67	\$ 8,000.00	\$ 8,062.00	\$ 24,186.00
	Total Item No. 3				\$ 25,920.00		\$ 27,577.00		\$ 16,600.00		\$ 13,000.00		\$ 29,501.00
Item No. 4 - Miscellaneous Contingency Allowance													
4	Misc. Contingency Allowance	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
	Total Item No. 4				\$ 15,000.00		\$ 15,000.00		\$ 15,000.00		\$ 15,000.00		\$ 15,000.00
	Total Contract No. 9M				\$ 675,960.00		\$ 428,300.00		\$ 462,300.00		\$ 529,000.00		\$ 566,196.00
	WBE PARTICIPATION:			GOAL:	12%	\$51,396.00	12%	\$57,400.00	12%	\$0.00	0%	\$0.00	0%
	MBE PARTICIPATION:			GOAL:	18%	\$77,000.00	18%	\$85,300.00	18%	\$163,000.00	31%	\$0.00	0%
	SVDOB PARTICIPATION:			GOAL:	6%	\$25,700.00	6%	\$0.00	0%	\$0.00	0%	\$0.00	0%

**Bid Discrepancies:**

- 1 MLP Plumbing and Mechanical, Inc.'s unit price for Item 3B was not multiplied correctly by the item quantity.
- 2 John W. Danforth's total for Item 2 is not a correct summation of items 2A through 2D.
- 3 Quackenbush Co. Inc.'s unit price for Item 3B was not multiplied correctly by the item quantity.

## Michael Terrana

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**From:** Dave Muskopf Jr. <dwmuskopf@mlpcorp.com>  
**Sent:** Tuesday, June 15, 2021 2:38 PM  
**To:** Michael Terrana  
**Cc:** Matt Van Remmen; Jamie Johnson; Catherine Knab; Jaime Davidson; Jay Meyers; Theodore Donner; Douglas Williamson; Sean Costello  
**Subject:** RE: Bid Form Clarification - NFWB Project No. 9 - Interior Process Piping - Contract 9M - Mechanical Construction

Michael,

Your email below is correct. I have discussed the error on the bid form with Matt Van Remmen, our total price for item 3B was intended to be \$21,243.00, the unit price was written incorrectly. Our total bid for item 3 is \$27,577 and our bid for Contract 9M is \$428,300.00. We do not wish to withdraw our bid as a result of this unintentional error. Thank You,

**Dave Muskopf Jr. | Vice President - Estimating**



3198 Union Road, Suite 300 | Cheektowaga, NY 14227  
P: 716-681-6997x336 | F: 716-681-0642 | C: 716-583-4264  
[dwmuskopf@mlpcorp.com](mailto:dwmuskopf@mlpcorp.com)

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**From:** Michael Terrana <mterrana@jmdavidsoneng.com>  
**Sent:** Tuesday, June 15, 2021 1:40 PM  
**To:** Dave Muskopf Jr. <dwmuskopf@mlpcorp.com>  
**Cc:** Matt Van Remmen <mvanremmen@mlpcorp.com>; Jamie Johnson <jjohnson@jmdavidsoneng.com>; Catherine Knab <cknab@jmdavidsoneng.com>; Jaime Davidson <jdavidson@jmdavidsoneng.com>; Jay Meyers <jmeyers@clarkpatterson.com>; Theodore Donner <TDonner@CPLteam.com>; Douglas Williamson <dwilliamson@NFWB.org>; Sean Costello <scostello@NFWB.org>  
**Subject:** Bid Form Clarification - NFWB Project No. 9 - Interior Process Piping - Contract 9M - Mechanical Construction

Mr. Muskopf,

The Niagara Falls Water Board is in receipt of MLP Plumbing and Mechanical, Inc.'s (MLP) bid submitted for Contract 9M – Mechanical Construction for Project No. 9 Interior Process Piping Improvements on June 15, 2021. During our review of the bid form an error was found in the bid for Item 3B – Installation of New Assemblies where the unit price of \$21,243.00 was not multiplied by the quantity of 3 assemblies specified in the contract to total \$63,729.00. Instead the total bid for that item was entered as \$21,243.00.

Based on our phone conversation this afternoon with Matt Van Remmen of your office, it is our understanding that the total bid for Item 3B in the amount of \$21,243.00 is correct and it was the unit price that was not written correctly. Further MLP confirms that their total bid for Item 3 in the amount of \$27,577.00 and total bid for Contract 9M in the amount of \$428,300.00 are correct as submitted, and as such, MLP does not request to withdraw their bid as a result of an unintentional error.

Please respond to this email with your concurrence on the above description.

Thanks,

Michael A Terrana, PE

## **JM Davidson**

———Engineering, D.P.C.

525 Wheatfield Street – Suite 20

North Tonawanda, New York 14120

mobile: 716.870.5899

email: [mterrana@jmdavidsoneng.com](mailto:mterrana@jmdavidsoneng.com)

website: [www.jmdavidsoneng.com](http://www.jmdavidsoneng.com)

*NYS WBE Certified // DBE Certified*

**APPENDIX A  
NIAGARA FALLS WATER BOARD  
MWBE FORMS**

## M/WBE Goals & Reporting Responsibilities

NFWB has established Minority and Women-owned Business Enterprise (MWBE) and Equal Employment Opportunity (EEO) goals (use form D) for use when procuring goods or services. These goals reflect the Agency's objective to obtain a "fair share" of its needs from small, minority, women-owned or service-disabled veteran owned businesses and to comply with Executive Law Article 15-A, Economic Development Law Article 4-A and 5NYCRR Parts 140-144, Rules and Regulations of the Minority and Women's Business Development Program.

Governor Cuomo has made increased MWBE utilization a priority of his administration, setting an overall goal to increase MWBE participation in State contracting totaling 30%.

Construction contracts valued at \$100,000 or more and service and commodity contracts valued at \$25,000 or more require good faith efforts to meet MWBE goals and must include the MWBE and EEO goals in the awarding document (contract or purchase order). These documents must also include language for mandated reporting.

NFWB's new goals are effective immediately and will be used for all procurements/contracts advertised after January 1, 2018. The goals are: WBE: 18%; MBE: 12%.

If you are interested in receiving notice of upcoming NFWB contracting or purchasing opportunities and being added to potential bidders lists, please e-mail contact information to (Renee LaMonaco).

### M/WBE Reporting Requirements

For each procurement, the designated Minority Business Enterprise Officer is responsible for ensuring that the completed detailed MWBE-EEO Utilization Plan (use form A) and Staffing Plan (use form C) from the Prime Contractor are submitted prior to award of the contract. These forms identify MWBE subcontractors and their participation in the contract.

Contracts that meet the established thresholds require contractors to submit Quarterly Reports detailing payments made by the Prime Contractor to NYS Certified M/WBEs.

Waiver of Goal Requirements: NFWB, after approval by the Governor's Office, can grant a partial or total waiver of goal requirements established on a State contract; only upon submission of a waiver request by a contractor. Such a request requires documentation of good faith efforts by the contractor to meet the goal requirements of the State contract (use form B).

If you have any questions regarding the MWBE Goals and Reporting Responsibilities, please contact Renee LaMonaco by email at [rlamonaco@nfwb.org](mailto:rlamonaco@nfwb.org).

## **SDVOB Goals & Reporting Responsibilities Service-Disabled Veteran-Owned Business (SDVOB)**

In recognition of those who have served in the United States Armed Forces and sustained injuries associated with this service; and to assist them in achieving the American dream that they have selflessly volunteered to protect; New York State Passed Executive Law Article 17-B in 2014. This law is aimed at greater inclusion of service-disabled veterans within New York State's economy. The Niagara Falls Water Board (NFWB) recognizes and welcomes this initiative by committing to meet the goals established within Article 17-B. These goals reflect the NFWB's objective to foster greater participation by Service-Disabled Veteran-Owned Businesses (SDVOBs) in the NFWB's procurement activities. Under this law, New York State agencies are required to make good faith efforts to meet a utilization goal for SDVOB procurement. The Law established a goal of 6% of procurement expenditures to be made with SDVOBs by state agencies, public authorities, and public benefit corporations. This goal is in addition to any established M/WBE goals under a procurement.

The NFWB is committed to meeting these goal requirements and incorporating the use of SDVOBs within its various procurement activities. We do our best to identify SDVOBs that may be interested in submitting a bid, proposal, or quote for a NFWB procurement. These identified SDVOBs are added to prospective bidders lists and receive notice of these opportunities.

### **Doing Business with the NFWB as a SDVOB**

In order to conduct business with the NFWB as a SDVOB, the vendor must be listed on the NYS Certified SDVOB Directory (<https://ogs.ny.gov/Veterans/default.asp>). If your business is not certified and you believe that you qualify for certification, or to find out if you qualify for certification, please contact the New York State Office of General Services, Division of Service-Disabled Veterans' Business Development (DSDVBD) by telephone at: Tel: 844-579-7570 or Email: [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov)

The NFWB advertises its procurement opportunities, for all purchases exceeding \$50,000, in the New York State Contract Reporter (NYSCR) (<https://www.nyscr.ny.gov/>) New York State's official publication of procurement activity for all state agencies, public authorities and public benefit corporations. The NYSCR is published online daily and can be viewed by registered users free of charge. Although state agencies must advertise in the NYSCR, it is also important to be aware of opportunities for discretionary purchasing valued under \$50,000 that may not be advertised in the NYSCR. If you are interested in receiving notice of upcoming NFWB contracting or purchasing opportunities and being added to potential bidders lists, please complete a Bidders List form (PDF) and email this to the NFWB at the following mailbox [Jperry@NFWB.ORG](mailto:Jperry@NFWB.ORG).

### **SDVOB Reporting Requirements**

The NFWB does require vendors to sub-contract a portion of the work to SDVOBs if a certified vendor exists. Therefore, the Department does require prime contractors to apply for waivers and to report their use of SDVOBs.

In order to maintain oversight and collect data to inform decisions, the DSDVBD requires agencies to submit quarterly reports of SDVOB utilization. The reports provide the following information; awards made that quarter, disbursements/utilization that quarter, and any waivers given that quarter. Such reporting ensures that the program stays on track and SDVOBs are given the opportunities they deserve. If you have any questions regarding the SDVOB Goals and Reporting Responsibilities, please contact the NFWB Compliance Coordinator at [JPerry@NFWB.ORG](mailto:JPerry@NFWB.ORG).



# MWBE/SDVOB UTILIZATION PLAN

FORM A

Michael C. O'Laughlin  
Municipal Water Plant  
Attention: Rolfe Porter, Executive Director  
5815 Buffalo Ave.  
Niagara Falls, NY 14304

INSTRUCTIONS: This form must be submitted with any bid or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award as required in the IFB or RFQ. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (MWBE) and Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

Contractor's Name, Address and Telephone No. <i>mLP Plumbing &amp; mechanical, Inc.</i>	Contract No.: <i>9m</i>	MWBE or SDVOB Goals In Contract MBE <i>12</i> % WBE <i>18</i> % SDVOB <i>6</i> %
Federal Identification No. <i>16-1603435</i>	Contract Description (Construction, Construction Consultant, Commodities or Services/Technologies) & Location (Region):	

Certified MWBE or SDVOB Subcontractors/Suppliers Name, Address, Telephone No, E-mail Address	Federal ID. No.	NYS ESD CERTIFIED		Detailed description of Work (Attach additional sheets if necessary)	Dollar Value of Subcontracts/ supplies/ services and intended performance dates of each component of the contract
		MBE or WBE	SDVOB		
<i>CLEANWATER MATERIAL</i>	<i>47-1336971</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>PLUMBING Subcontractor</i>	<i>\$51,396.00</i>
<i>RAND AND JONES ENTERPRISES</i>	<i>16-1245609</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Plumbing Supplier</i>	<i>\$77,000.00</i>
<i>OCM CONSTRUCTION</i>	<i>26-1119143</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>INSULATION Subcontractor</i>	<i>\$25,760.00</i>

IF UNABLE TO FULLY MEET THE MBE, WBE AND SDVOB GOALS SET FORTH IN THE CONTRACT, CONTRACTOR MUST SUBMIT GOOD FAITH EFFORTS (GFE) DOCUMENTATION and A REQUEST FOR WAIVER FORM C UPON COMPLETION OF CONTRACT.

Submission of this form constitutes the contractor's acknowledgement and agreement to comply with the MWBE and SDVOB requirements set forth under NYS Executive Law, Article 15-A and 5 NYCRR Part 142. Failure to submit complete and accurate information may result in a finding of noncompliance or rejection of the bid/proposal and/or suspension or termination of the contract.

Prepared By (Signature) <i>[Signature]</i>	Email Address <i>DW MUSKOPT@MLPCORP.COM</i>
Name and Title of Preparer (Print or Type) <i>David Muskopf - VP</i>	Telephone No. <i>716 681-6997</i> Date <i>6/15/21</i>

FOR AGENCY USE ONLY			
Reviewed By	Date		
Utilization Plan Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date		
Contract No. <i>9m</i>	Project No. (If applicable) <i>9</i>	Contract Award Date	Estimated Completion Date
Contract Amount Obligated			



Notice of Deficiency Issued	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date	Description of Work
Notice of Acceptance Issued	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date	

Form MWBE 100



# REQUEST FOR WAIVER

FORM B

Niagara Falls Water Board  
 Michael C. O'Laughlin Municipal Water Plant  
 Attention: Rolfe Porter, Executive Director  
 5815 Buffalo Ave.  
 Niagara Falls, NY 14304

<b>INSTRUCTIONS:</b> See page 2 of this attachment for requirements and document submission instructions.								
Contractor's Name, Address and Telephone No.	Contract No.:	MWBE/SDVOB Goals In Contract						
Federal Identification No.	Contract Description (Construction, Construction Consultant, Commodities or Services/Technologies) & Location (Region):	<table> <tr> <td>MBE</td> <td>%</td> </tr> <tr> <td>WBE</td> <td>%</td> </tr> <tr> <td>SDOV</td> <td>%</td> </tr> </table>	MBE	%	WBE	%	SDOV	%
MBE	%							
WBE	%							
SDOV	%							
Contractor is requesting a: <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial <input type="checkbox"/> SDVOB Waiver – A waiver of the SDVOB Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial								
IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, CONTRACTOR MUST SUBMIT GOOD FAITH EFFORTS (GFE) DOCUMENTATION and A REQUEST FOR WAIVER FORM C UPON COMPLETION OF CONTRACT. Submission of this form constitutes the contractor's acknowledgement and agreement to comply with the MWBE requirements set forth under NYS Executive Law, Article 16-A and 6 NYCRR Part 142. Failure to submit complete and accurate information may result in a finding of noncompliance or rejection of the bid/proposal and/or suspension or termination of the contract.								
Prepared By (Signature)	Email Address							
Name and Title of Preparer (Print or Type)	Telephone No.	Date						
<b>FOR AGENCY USE ONLY</b>								
Reviewed By	Date							
Waiver Granted: <input type="checkbox"/> Yes <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> No * Comments:	Date							

MWBE Utilization Plan (6/15)

#### REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form, please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1-11, as listed below. If box #3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and MWBE/SDVOB-oriented publications in which you solicited certified MWBE/SDVOBs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified MWBE/SDVOB participation were published in any of the above publications.
4. A list of all certified MWBE/SDVOBs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified MWBE/SDVOB participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified MWBE/SDVOBs.
6. Provide copies of responses made by certified MWBE/SDVOBs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified MWBE/SDVOBs for purposes of complying with the certified MWBE/SDVOB participation goals.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the MWBE/SDVOBs undertaken for purposes of complying with the certified MWBE/SDVOB participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
11. Copy of notice of application receipt issued by Niagara Falls Water Board (NFWB).

NOTE: Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by NFWB, to determine MWBE/SDVOB compliance.



Niagara Falls Water Board  
 Michael C. O' Laughlin Municipal Water Plant  
 Attention: Rolfe Porter, Executive Director  
 5815 Buffalo Ave.  
 Niagara Falls, NY 14304

# STAFFING PLAN

FORM C

Submit with Bid or Proposal- Instructions on page 2.

Solicitation No. **9M**

Offeror's Name: **MCP Plumbing & Mechanical**

Reporting Entity:

Report Includes Contractor's/Subcontractor's:

☐ Workforce to be utilized on this contract

☐ Total workforce

☐ Offeror

☐ Subcontractor

Subcontractor's name \_\_\_\_\_

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work Force	Workforce by Gender		Workforce by Race/Ethnic Identification										Disabled (M) (F)		Veteran (M) (F)	
		Male (M)	Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)					
Officials/Administrators	1	1		1													
Professionals	1	1		1													
Technicians																	
Sales Workers																	
Office/Clerical	2		2		2												
Craft Workers	4	4		3		1											
Laborers																	
Service Workers																	
Temporary/Apprentices																	
Totals	8	6	2	5	2	1											

Prepared By (Signature) <b>D. Muskopf</b>	Email Address <b>dwmuskopf@mcpcorp.com</b>
Name and Title of Preparer (Print or Type) <b>David Muskopf</b>	Telephone No. <b>716-681-6997</b> Date <b>6/15/21</b>

## GENERAL INSTRUCTIONS

**General instructions:** All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (FORM 8) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the contract. Where the work force to be utilized in the performance of the contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

### Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offeror's total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading "Work force by Gender".
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading "Work force by Race/Ethnic Identification". Contact the Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

### Race /Ethnic Identification

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **White (Not of Hispanic origin)** All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **Black** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **Hispanic** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **Asian & Pacific Islander** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **Native Indian (Native American/Alaskan Native)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

### Other Categories

- **Disabled Individual** any person who: -has a physical or mental impairment that substantially limits one or more major life activity (ies)  
-has a record of such an impairment; or  
-is regarded as having such an impairment.
- **Vietnam Era Veteran** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **Gender** Male or Female



# WORK FORCE EMPLOYMENT UTILIZATION FORM D

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Reporting Period: <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__
Contractor's Name:	Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force	
Contractor's Address:		

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

Enter the total number of employees in each classification in each of the EEO-8(a) categories identified.																	
EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification										Disabled (M) (F)		Veteran (M) (F)	
		Male (M)	Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)					
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):	EMAIL ADDRESS:	
	Submit completed form to: NYS (add Agency name)	

**General Instructions:** The work force utilization (M/WBE 102) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the M/WBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

**Instructions for completing:**

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Program Management Unit at (518) 474-5513 if you have any questions.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.
- **OTHER CATEGORIES**
  - **DISABLED INDIVIDUAL** any person who:
    - has a physical or mental impairment that substantially limits one or more major life activity(ies)
    - has a record of such an impairment; or
    - is regarded as having such an impairment.
  - **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
  - **GENDER** Male or Female

**ACCEPTING CPL ENGINEERING SERVICES PROPOSAL FOR WATER LINE  
PROJECTS ON WHITNEY AVENUE AND 77TH STREET**

**WHEREAS**, in 2018 the Water Board was awarded a grant for water main and lead service line replacements on five City streets; and

**WHEREAS**, the City of Niagara Falls Engineering Department is assisting the Water Board with design, bidding, and construction-phase services for several of these projects, but the Water Board desires to supplement these services and speed completion of these important projects by retaining CPL to perform the required engineering design, bidding, construction administration, and construction inspection services for the planned water main and lead service line replacements on Whitney Avenue and 77th Street; and

**WHEREAS**, CPL has presented a proposal dated June 1, 2021 to perform the required Whitney Avenue engineering design, bidding, and construction administration for a total fee of \$161,740 plus construction inspection work at \$90 per hour with an estimated fee of \$91,250, for a total of \$253,690; and

**WHEREAS**, CPL proposes to perform the required 77th Street engineering design, bidding, and construction administration for a total fee of \$91,050 plus construction inspection work at \$90 per hour with an estimated fee of \$68,750, for a total of \$159,800; and

**WHEREAS**, approximately one-half the cost of these projects will be reimbursable under a grant pursuant to Drinking Water State Revolving Fund Project 18588, with the remainder of the project costs financed through the Environmental Facilities Corporation (“EFC”); and

**WHEREAS**, CPL has agreed to comply with EFC design and construction requirements and will be required to comply with the Water Board’s Minority and Women’s Business Enterprises (“MWBE”) and Service-Disabled Veteran Owned Business (“SDVOB”) requirements; and

**WHEREAS**, pursuant to Water Board Procurement Policy Section 5.8.4, this professional services agreement (1) was not the subject of an RFP because of the Water Board’s experience with CPL and CPL’s familiarity with the water distribution system from prior projects; (2) no other firms informally were solicited for proposals; and (3) the procurement is not being postponed to permit an RFP because the Water Board deems it necessary to proceed with these water line and lead service line replacements as soon as practicable to complete projects that benefit the Water Board’s system and the public at large;

**NOW THEREFORE BE IT**

**RESOLVED**, that the Niagara Falls Water Board hereby authorizes the Executive Director to enter into an agreement with CPL consistent with that firm’s June 1, 2021 proposal to perform the engineering services for the Whitney Avenue water main and lead service line replacement for a total fee not to exceed \$253,690 and to perform the engineering



services for the 77th Street water main and lead service line replacement for a total fee not to exceed \$159,800, with the total funds authorized by this Resolution not to exceed \$413,490.

*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. W-27, Whitney Avenue Main – 11th St. to Hyde Park Blvd.  
and Item No. W-11, 77th Street Main – Frontier Avenue to Niagara Falls Blvd.

Capital Lines Supplied by: D. Williamson

Available Funds Confirmed by: D. Williamson

On June 28, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Board Member Asklar	[    ]	[    ]	[    ]	[    ]
Board Member Kimble	[    ]	[    ]	[    ]	[    ]
Board Member Larkin	[    ]	[    ]	[    ]	[    ]
Board Member Leffler	[    ]	[    ]	[    ]	[    ]
Chairman Forster	[    ]	[    ]	[    ]	[    ]

Signed By:

Vote Witnessed By:

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Nicholas J. Forster, Chairman

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Sean W. Costello, Secretary to Board



June 1, 2021

Chairman Nicholas Forster  
Niagara Falls Water Board  
5815 Buffalo Avenue  
Niagara Falls, NY 14304

**RE: Proposal for Professional Engineering Services  
Whitney Ave Water and 77<sup>th</sup> Street Water Reconstruction**

Dear Chairman Forster:

We are pleased to submit our proposal to provide professional engineering services for the replacement of water mains along Whitney Avenue and 77<sup>th</sup> Street in the City of Niagara Falls which are Items W-27 & W-11 respectively per the Niagara Falls Water Board (NFWB) Capital Improvement Plan. The Whitney Avenue work is from 11<sup>th</sup> Street to Hyde Park Boulevard and the 77<sup>th</sup> Street work is from Lasalle Parkway to Niagara Falls Boulevard. As you review our proposal please consider our firm's strengths, which include:

**Firsthand Knowledge:** CPL has successfully completed water infrastructure projects throughout New York State. This work includes complete municipal water system design, source water development, water treatment, storage and distribution. We are knowledgeable on the latest construction techniques, AWWA guidelines, NYSDOH regulations, and OSHA standards.

**Full-Service Capabilities:** We are a full-service engineering and architecture firm with nearly 40 licensed professional engineers on staff and over 450 employees. We have the in-house capability to fully support every phase of your project including civil design, bidding, construction management, construction administration and construction inspection. We offer a hands-on approach that ensures each project is as completed as designed.

**Responsiveness/Proximity:** With our office in downtown Buffalo, we can respond efficiently and immediately to project demands and issues as they arise.

It is our understanding based on information provided to us that the NFWB would like to replace the existing mains along Whitney Avenue and 77<sup>th</sup> Street. Our proposal includes survey, soil borings, full design and permitting, bidding, construction administration and construction inspection. All survey data will be field checked during a site visit prior to designing the work. We will utilize the knowledge gained from the site visit to prepare bid documents necessary for the proposed watermain replacements. Our drawings for this work will be completed utilizing available tax map and geospatial data combined with a full survey from right of way to right away along each roadway. We will obtain necessary permits from the Department of Health for the proposed improvements as well as obtain a NYSDOT work permit for the proposed work.

Furthermore, funding is being provided by grants and loans from the NYS Environmental Facilities Corporation (EFC). CPL will comply with the EFC design and construction requirements. Please note this does not include coordination with EFC for financial reimbursements. Also, the SEQR environmental process was previously completed during grant application. No additional SEQR documentation is anticipated. If project work areas change from prior SEQR approval, additional documentation would be required. If this occurs, CPL can provide assistance as additional services.

**ARCHITECTURE  
ENGINEERING  
PLANNING**



Once the design is complete, we will work with the NFWB to advertise the project for bids, attend the bid opening and make a recommendation after reviewing each contractors' bid. Once the project enters the construction phase, we will review contractor application for payment and make recommendations to the NFWB for payment.

During construction we will have a full-time construction inspector on site at each jobsite to ensure the project is constructed in substantial conformance with our contract documents.

Our fee for each project is as follows:

**Whitney Avenue Water Main Replacement**

Task 1:	Design and Develop Bid Documents	\$114,400.00
Task 2:	Bidding Assistance	\$ 20,520.00
Task 3:	Construction Administration	\$ 26,820.00
Task 4:	Construction Inspection	\$ 91,250.00**
	<b>Total</b>	<b>\$253,690.00**</b>

**77<sup>th</sup> Street Water Main Replacement**

Task 1:	Design and Develop Bid Documents	\$ 64,910.00
Task 2:	Bidding Assistance	\$ 12,480.00
Task 3:	Construction Administration	\$ 13,660.00
Task 4:	Construction Inspection	\$ 68,750.00**
	<b>Total</b>	<b>\$159,800.00**</b>

\*\* Note that for Construction Inspection work will be billed hourly at \$90 per hour. We will bill for actual hours worked plus mileage at the federally accepted rate and miscellaneous inspection equipment that will be required.

Thank you for the opportunity to submit our qualifications. I am deeply proud of our ability to provide you with quality service at a fair rate. This is what we do, and we do it well. If you have any questions or require any additional information, please feel free to contact me via email at [rhenry@cplteam.com](mailto:rhenry@cplteam.com) or by phone at 716.852.2100, extension 1048.

Very truly yours,  
CPL

Richard B. Henry III, P.E.  
President

*NIAGARA FALLS WATER BOARD RESOLUTION # 2021-06-005*

**CHANGE ORDER 1 AND FINAL 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, on behalf of the Water Board, the City of Niagara Falls Engineering Department prepared specifications and solicited bids for the sewer main repair, and the Water Board awarded the bid to low bidder 4th Generation Contracting, Inc., with a total base bid item price of \$68,750; and

**WHEREAS**, subsequent to the start of the repair project, changes in the City’s resurfacing program resulting from the changing of the season meant that the contractor was required to complete additional restoration that otherwise would have been completed by City crews, and this combined with the change-out of two lead water services encountered during the repair added \$7,175 to the contract costs, bringing the total cost to \$75,950; and

**WHEREAS**, City Engineering recommends that the contract for the 21-inch combined sewer main repair be amended to reflect the additional work and to provide for payment of the additional costs associated with the project; and

**WHEREAS**, the necessary work now is complete and this contract amendment will be accomplished through the one and final change order for the contract;

\* CONTINUED ON NEXT PAGE \*

**NOW THEREFORE BE IT**

**RESOLVED**, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized execute a change order one and final to amend the contract with 4th Generation Contracting, Inc., for the repair of a 21-inch combined sewer main on McKoon Avenue, and the Water Board authorizes payment of an additional \$7,175 for the contract, bringing the contract total to \$75,950.

*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: D. Williamson

On June 28, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Board Member Asklar	[    ]	[    ]	[    ]	[    ]
Board Member Kimble	[    ]	[    ]	[    ]	[    ]
Board Member Larkin	[    ]	[    ]	[    ]	[    ]
Board Member Leffler	[    ]	[    ]	[    ]	[    ]
Chairman Forster	[    ]	[    ]	[    ]	[    ]

Signed By:

Vote Witnessed By:

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Nicholas J. Forster, Chairman

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Sean W. Costello, Secretary to Board



## NIAGARA FALLS WATER BOARD

June 14, 2021

**TO:** Niagara Falls Water Board Members  
**FROM:** Dr. Abderrahman Zehraoui  
Executive Director  
**SUBJECT:** **CHANGE ORDER #1/FINAL - \$7,175.00**  
**MCKOON AVENUE 21" COMBINED SEWER REPAIR**

A contract for the above referenced contract was awarded to 4<sup>th</sup> Generation Contracting, Inc. Avenue, Niagara Falls, New York in the amount of \$68,750.00.

Subsequent to the start of the repair project, changes in the City's resurfacing program resulting from impeding seasonal complications, necessitated additional restoration on the part of the contractor. The top course restoration, coupled with the change-out of two lead water services encountered during the repair, added \$7,175.00 to the contract costs, bringing the non-contract total to \$75,925.00.

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

Respectfully submitted,

Dr. Abderrahman Zehraoui  
Executive Director

  
Robert Buzzelli  
Civil Engineer III

Meeting: June 28, 2021

Asklar \_\_\_\_\_ Forster \_\_\_\_\_ Kimble \_\_\_\_\_ Larkin \_\_\_\_\_ Leffler \_\_\_\_\_

NIAGARA FALLS WATER BOARD RESOLUTION # 2021-06-006

**PROCUREMENT OF E.H. WACHS VALVE MAINTENANCE TRAILER**

**WHEREAS**, the Niagara Falls Water Board (“Water Board”) has identified a need to implement a valve maintenance program to ensure reliable operation when needed and to identify any partially-closed valves which may be impacting system performance; and

**WHEREAS**, the Water Board has one E.H. Wachs valve maintenance trailer, which also is used for fire hydrant maintenance and the lack of a second valve maintenance trailer limits the Water Board’s ability to implement a valve maintenance program using its own crews; and

**WHEREAS**, Water Board staff have identified a E.H. Wachs Standard (LX) valve maintenance trailer that would meet the needs of its outside maintenance crews for implementing a valve maintenance program and which the Water Board can procure from the original equipment manufacturer by “piggybacking” pursuant to General Municipal Law § 103(16) on a contract let through the National Purchasing Cooperative, d/b/a National BuyBoard;

**NOW THEREFORE BE IT**

**RESOLVED**, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized procure a Standard (LX) valve maintenance trailer from E.H. Wachs, for a total purchase price plus shipping not to exceed \$69,163.75.

*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 W 30 Water Infrastructure Projects-Miscellaneous  
Capital Line Supplied by: B. Wright  
Available Funds Confirmed by: B. Majchrowicz

On June 28, 2021, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Board Member Asklar	[    ]	[    ]	[    ]	[    ]
Board Member Kimble	[    ]	[    ]	[    ]	[    ]
Board Member Larkin	[    ]	[    ]	[    ]	[    ]
Board Member Leffler	[    ]	[    ]	[    ]	[    ]
Chairman Forster	[    ]	[    ]	[    ]	[    ]

Signed By:

Vote Witnessed By:

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Nicholas J. Forster, Chairman

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Sean W. Costello, Secretary to Board





## Proposal

06/24/2021

Niagara Falls Water Board  
KR158584

For over 100 years Wachs Utility Products (a division of ITW) has been the trusted leader in utility valve maintenance products. Our products are specifically engineered for durability and operator safety that provide "efficiency without emergencies" to prevent injuries and protect the lives of field operators.

Wachs Valve Maintenance Systems are completely equipped with everything needed to identify, develop a strategy, access and perform a valve maintenance program safely and efficiently. The importance of being able to operate a valve in a critical situation is imperative and by properly maintaining a water distribution system costly repairs and loss of water are prevented.

As the awareness of the need to maintain valuable infrastructure grows, the economic benefits of equipment investments are measured not only in the ability to operate a valve in a critical situation or prevent costly repairs, but in preserving one of our most precious resources. Our long standing membership in the American Water Works Association and Water Environment Federation mirrors their mission to protect and advocate for safe and sustainable water.

Thank you for this opportunity to bid.

### Contact

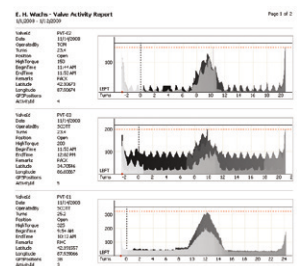
Jeff Swiatowy  
815-943-4785  
jswiatowy@ehwachs.com



DW Diamond Wire Guillotine Pipe Saw



P-2 Handheld Valve Exerciser





## Quotation

Page 1 of 1

TO: **Bill Wright**  
Superintendent  
Niagara Falls Water Board  
5815 Buffalo Ave.  
Niagara Falls, NY 14304

Date: 6/24/2021  
Quotation Number: KR158584  
Payment Terms: Net 30  
Shipping Terms: FOB Origin  
Valid Through: 8/23/2021  
Estimated Delivery: 8 Weeks ARO  
Reference: BuyBoard #597-19

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	<p>77-000-36 Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools &amp; Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.</p> <p>Other options available include: Under deck mounted Spare Tire Kit (77-411-00), 2-5/16" Ball Tongue (77-215-01), 45lb Breaker, Mount and 14" Moil Point (08-000-10, 08-405-00 &amp; 08-410-02) or already GPS enabled controller/datalogger, however adding Trimble R2 GNSS receiver (79-412-02) provides capability of submeter to centimeter level positioning accuracy (highest accuracy in real-time with the use of correction sources).</p>	1	EA	68,750.00	1.5%	67,718.75
<b>Subtotal</b>						<b>67,718.75</b>
<b>Shipping &amp; Handling</b>						<b>1,445.00</b>
<b>Total (USD)</b>						<b>\$69,163.75</b>

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service. If you have any questions please feel free to call Jeff Swiatowy at 815-943-4785 or call me at 847-484-2773.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your invoice.

Please reference this quote number when placing your order. Thank You.

Ken Redding  
Utility Technical Sales Rep  
847-484-2773  
kredding@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at [www.ehwachs.com](http://www.ehwachs.com) ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

# PRODUCT SPECIFICATIONS

## Standard (LX) – Valve Maintenance Trailer

Valve Exercising Equipment		Yes	No	Specify
ERV-750	Articulating arm, automated valve operator utilizing patented intelligent automation to control torque, direction and turns. Twin arms (one telescoping) provide 13' [3.9 m] reach over 270 degrees of freedom while hydraulic disk brakes safely secure exerciser capable of 750 Ft-Lb [1016 Nm] of torque. Constructed of 3" [76 mm] square steel tube and powder coated for long life. A light weight, telescoping valve key is also provided.	X		
Valve Machine Intelligent Automation	Wachs valve exercisers utilize patented "no assumption" automation technology to safely and effectively turn valves using AWWA recommended procedures. This technology protects the operators by keeping "hands off" the machine while exercising the valve and protects the valve by not assuming size, direction or current position. Allowing the machine to follow the path of least resistance, the programming and sensors automatically stop the rotation and reverse in half turn increments as to flush calcification from valve gate. This patented automation always exercises valve at the minimum torque required to turn, then automatically lowers preset threshold once rotation begins so impact at end of valve travel is soft as possible.	X		
HC-100	Ruggedized PDA style handheld controller to operate and collect data for either arm (ERV-750) or slide (TM-6 upgraded & TM-7) style valve exercisers. Rugged handheld controller with built in GPS, the bright touch screen is water resistant and meets military specifications. Available as a GPS upgrade kit 79-412-01 Pro 6T (Submeter) or 79-412-02 Pro 6H (Decimeter).	X		
Data Management	Fully compatible with either VITALS or infraMap with VITALS software packages which enable full data logging and synchronization between the handheld and your desktop GIS. Allows importing of existing data labels and categories with user defined fields.	X		

Power Pack		Yes	No	Specify
Engine	Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine EPA Tier 4F & EU Stage IIIA emission compliant (trailer #77-000-38)	X		
	Kohler 27 HP [20.1 KW] gasoline, model CH7405 Command Pro27 (trailer #77-000-36)			
Controls	Digital tachometer, engine hour meter, volt meter, vacuum gauge, spoils dump switch, spoils door switch, water/vacuum selector switch, arrow board control and service light switch	X		

Wachs Utility Products

600 Knightsbridge Pkwy · Lincolnshire, Illinois 60069 · 847.537.8800

[www.turnvalves.com](http://www.turnvalves.com)

# PRODUCT SPECIFICATIONS

Vacuum Pump	Clutch operated, dual belt drive, positive displacement rotary lobe (Roots Type) blower. Vacuum performance of 500 CFM [14 CMM] @ 11 inches of Hg [37.2 kPa] produces conveying velocity rating of 10,185 FPM [3,104 MPM] through 3" [76 mm] hose	X		
Pressure Washer Pump	Clutch operated, dual belt drive, 2.5 GPM [9.4 lpm] @ 3,000 PSI [206 BAR] pump. 3 gallon [11 L] antifreeze tank with two position selector valve.	X		
Hydraulic System	Direct coupled pump rated at 8 GPM [30 LPM] @ 1,800 PSI [124 BAR] continuous duty. 10 gallon [37 L] hydraulic reservoir with thermostatic controlled fan cooled heat exchanger. Instrumentation includes an oil level gauge, temperature gauge, pressure gauge and selector valve switching to a HTMA class II auxiliary hydraulic circuit.	X		

<b>Spoils - Rear Discharge</b> <b>(pump specifications in the Power Pack section)</b>		Yes	No	Specify
Debris Holding Tank	250 gallon [946 L] holding capacity. Top hinged full opening dump door with twin hydraulic remote operation door latches, sure seal square gasket, vacuum break valve, 6" [152 mm] mechanical ball shut-off, and 3" [76 mm] dump valve.	X		
Filtration	Staged filtration consisting of a heavy material drop out debris tank and a self-contained multi-stage filter canister with a 10 micron polyester reusable cartridge. All filters washable and reusable.	X		
Dumping	Twin cylinder, electric over hydraulic dump system, powered by Monarch HPU. The slide and tip system moves the tank out before tilting to clear the truck/trailer bed for dumping, then lifts to 55 degrees to drop debris.	X		
Hose and Wands	3" x 20' [76 mm x 6 m] suction hose with 2-1/2" [63 mm], 1 1/4" [31 mm] and 7/8" [22 mm] x 8' [2.4 m] long steel suction wands.	X		

<b>Pressure Washer</b> <b>(pump specifications in the Power Pack section)</b>		Yes	No	Specify
Water Tank	90 gallon [340 L] clean water holding tank with 8" [203 mm] fill neck.	X		
Hose and Wands	50' hose on spring rewind hose reel uses quick disconnects to change between the (2) included wands; one with a zero degree nozzle for digging and 45 degree, fan wash down "Shorty" wand.	X		
Water Heater	Used in conjunction with 2.5 GPM [9.4 LPM] at 3000 PSI [206 BAR] pressure washer, diesel fired water heater produces 197,000 BTUs of energy. Adjustable to 210 degrees F [98 degrees C], the unit has flow and temperature limit switches to maintain safe operation.			Optional

Wachs Utility Products

600 Knightsbridge Pkwy · Lincolnshire, Illinois 60069 · 847.537.8800

[www.turnvalves.com](http://www.turnvalves.com)

# PRODUCT SPECIFICATIONS

Trailer		Yes	No	Specify
Frame	7,000 Lb [3175 Kg] GVWR trailer with single axle, independent torsion wheel suspension with electric brakes. All structural steel construction (no tubing) with metal deck. Tongue weight is 850 Lb [386 Kg] dry (without options).	X		
Lighting	DOT approved LED lighting with Weather Pack environmentally sealed connectors.	X		
Finish	Entire trailer is solvent washed and phosphoric etched. All seams are caulked then a two part urethane paint (color white/black) applied. A durable plastic bed lining product is then applied to trailer deck and fender fronts.	X		
Pintle Hitch	Pintle with Safety Chains	X		
Safety Compliance	Member of the National Association of Trailer Manufacturers (NATM) and verified compliant with NATM Guidelines. Guidelines are a compilation of federal safety standards and regulations along with industry best practices that govern trailer construction. Compliant manufacturers have had a third-party expert verify their processes are designed to produce trailers which meet Federal Motor Vehicle Safety Standards and recommended industry practices. It signifies a commitment to safety.	X		

LX Package		Yes	No	Specify
Job Box	Heavy duty, locking, polished diamond plate job box.	X		
Service Lighting	Programmable arrow board includes eight function control box with eight individual segments and (2) mounted halogen swiveling work lights	X		
Bluetooth Tether	Wireless control of your valve exercising machine(s) via a secure Bluetooth connection.	X		
Hydraulic Hose Reel	50' [15.2m] spring rewind hose reel for auxiliary hydraulic power with quick disconnects.	X		

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