




ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

July 8, 2024

To: Terrence D. McCracken, Secretary to the Authority

From: Michael Quinn, Senior Distribution Engineer 

Subject: Large Services Contract
Change Order No. 1: New Buffalo Bills Stadium Service
ECWA Project No. 202300003

Attached is Change Order No. 1 pertaining to the above referenced contract. The change order includes compensation for labor and materials associated with the installation of the water service for the referenced facility. A total of \$151,150.00 in additional compensation is required to account for work not originally covered by unit prices in the existing contract with Kandey Company Inc. dated February 1st, 2023 including:

- New wet tap on the existing 36-inch PCCP transmission main
- 30-inch diameter casing pipe
- Boring in rock for installation of the 30-inch diameter casing pipe.

This change order will increase the total contract amount to \$2,815,770.00 (original contract amount \$2,664,620.00) and does not change the contract substantial or final completion dates.

Budget Information:

Funds for new Large Services including this additional work is covered by an agreement between the Authority and the facility owner requiring the owner to reimburse the Authority for all costs incurred.

MJQ:jmf

Attachments

cc: L.Kowalski, PE
ECWA-799-2303-X-14

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

Contract: _____ **Project No.:** 202300003
Project Description: Large Services Contract,
New Buffalo Bills Stadium Service

Item Description:

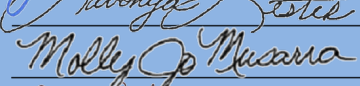
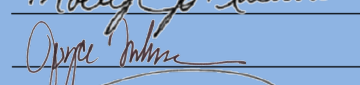
Agreement Professional Service Contract Amendment Change Order
 BCD NYSDOT Agreement Contract Documents Addendum
 Recommendation for Award of Contract Recommendation to Reject Bids
 Request for Proposals
 Other _____

Action Requested:


Board Authorization to Execute Legal Approval
 Board Authorization to Award Execution by the Chairman
 Board Authorization to Advertise for Bids Execution by the Secretary to the Authority
 Board Authorization to Solicit Request for Proposals
 Other _____

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Sr. Distribution Engineer		Date: <u>7/8/2024</u>
<input checked="" type="checkbox"/> Chief Operating Officer		Date: <u>07/08/2024</u>
<input checked="" type="checkbox"/> Executive Engineer		Date: <u>7/8/2024</u>
<input checked="" type="checkbox"/> Director of Administration		Date: <u>07/08/2024</u>
<input checked="" type="checkbox"/> Risk Manager		Date: <u>7/8/2024</u>
<input checked="" type="checkbox"/> Chief Financial Officer		Date: <u>7/8/2024</u>
<input checked="" type="checkbox"/> Legal		Date: <u>7/8/2024</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: <u>7/8/2024</u>
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Remarks: _____

Resolution Date: _____ **Item No:** _____

CHANGE ORDER NO. 1

Owner: Erie County Water Authority Owner's Project No.: 202300003
Engineer: Erie County Water Authority Engineer's Project No.: NA
Contractor: Kandey Company, Inc. Contractor's Project No.: NA
Project: Large Services Contract
Contract Name: NA
Date Issued: 7/8/2024 Effective Date of Change Order: 7/18/2024

The Contract is modified as follows upon execution of this Change Order:

Description:

This Change Order involves the payment for work associated with the installation of a water service for the new Buffalo Bill Stadium for which the original unit price contract did not include the applicable bid items as follows:

- New wet tap on the existing 36" PCCP transmission main
- 30" diameter casing pipe
- Boring in rock for installation of the 30" diameter casing pipe.

Due to the fact that the contract did not include bid items for this work, the contractor and the Authority Engineering Department negotiated a lump sum cost of \$151,150.00 for the work. This additional cost has been included in the Large Service Agreement (copy attached) for the installation of the service and will be therefore paid in full by the facility owner.

Attachments:

- Private Fire Protection/Domestic Service Agreement
- ECWA Cost Estimate

CHANGE ORDER NO. 1

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>2,664,620.00</u>	Original Contract Times: Substantial Completion: <u>NA</u> Ready for final payment: <u>1/31/2025</u>
[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>2,664,620.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>NA</u> Ready for final payment: <u>1/31/2025</u>
Increase this Change Order: \$ <u>151,150.00</u>	Increase this Change Order: Substantial Completion: <u>0 Calendar Days</u> Ready for final payment: <u>0 Calendar Days</u>
Contract Price incorporating this Change Order: \$ <u>\$2,815,770.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>NA</u> Ready for final payment: <u>1/31/2025</u>

Recommended by Engineer (if required)		Accepted by Contractor	
By: _____	_____	_____	_____
Title: _____	_____	_____	_____
Date: _____	_____	_____	_____
Authorized by Owner		Approved by Funding Agency (if applicable)	
By: _____	_____	_____	_____
Title: _____	_____	_____	_____
Date: _____	_____	_____	_____

**ERIE COUNTY WATER AUTHORITY
PRIVATE FIRE PROTECTION/DOMESTIC SERVICE AGREEMENT**

AN AGREEMENT between the **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation of the State of New York, 295 Main Street, Room 350, Buffalo, New York 14203, hereinafter referred to as the “Authority” and the **COUNTY OF ERIE**, 95 Franklin Street, Buffalo, New York 14202, an applicant for Private Fire Protection/Domestic Service, hereinafter referred to as the “Customer”.

It is agreed that the Authority will furnish and lay a(n) sixteen (16”) inch connection from the existing thirty-six (36”) inch main that is located in the northerly right-of-way of Southwestern Blvd.; said connection will be located approximately 1,050 feet west of the centerline of Abbott Road to the property of the Customer at **1 Bills Drive, Orchard Park, New York**, and that the Customer will use the said connection for fire and domestic purposes only.

Customer will simultaneously with the execution and delivery of this agreement submit a check in the amount of \$256,000.00 made payable to the Erie County Water Authority; said sum being the estimated cost only (including contingency markup and roundup if applicable) of the sixteen (16”) inch connection. This estimated amount is based on the work being installed by January 31, 2025.

Customer agrees to pay to the Authority the entire cost of the work including all indirect costs such as the Authority’s most recent audited overhead rate to cover administrative costs of the aforesaid connection upon which Customer’s premises abuts. If the actual cost of the work exceeds the estimated cost thereof as defined above, the Customer shall pay the difference between the actual and estimated cost to the Authority. However, should the actual cost of the service connection advanced by the Customer be less than the estimated cost, the Authority will refund without interest the difference between said amounts to the Customer.

It is also agreed that the aforesaid connection will be furnished and used under and pursuant to the Authority’s Tariff as now on file at the Office of the County Clerk of Erie County, and any modifications, alterations or amendments thereof as may be made from time to time, which are hereby made a part of this agreement, and upon the following expressed conditions:

1. If Customer fails or refuses to pay the Authority the difference between the actual and estimated cost for installation of the connection, the Authority will be entitled to reasonable attorney fees and expenses in collecting these costs from the Customer. The Authority also reserve the right to terminate the water services if the Customer fails or refused to pay the difference.
2. This connection and/or hydrants are to be use for only fire and domestic purposes and are to have no connection with any source of water supply not approved by the Department of Health of the State of New York, and the Erie County Water Authority.
3. The Customer agrees to notify the Authority at the time of all tests, so that, if desired, the Authority may have a representative present. Such notification,

however, need not be formal and written, but may be given by telephone to the principal office and place of business of the Authority.

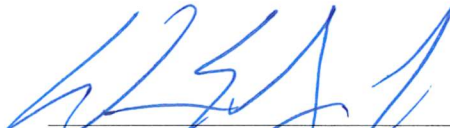
4. Any authorized representative of the Authority shall have free access to the premises of the Customer at any reasonable time for the purpose of inspecting the said connection.
5. Violation by the Customer of any of the conditions of this Agreement or of the Authority's rules, and so forth, shall terminate the same and the Authority may disconnect the pipe or shut off the supply of water.
6. The Customer agrees to pay for services rendered under this Agreement the rates and charges under terms set forth in Service Classification No. 1 of the Authority's Tariff. If at any time the Customer elects to change the terms of this Agreement with respect to size of connection, this Agreement shall be modified accordingly, or a new Agreement shall be executed. The charges set forth in Service Classification No.1 of the Authority are subject to change from time to time as rates may be modified.
7. Water through this connection and/or hydrants is to be supplied subject to the rights of public authorities to use water in the street mains through hydrants for fire purposes.
8. The Authority reserves the right at any time, without notice, to shut off the water in its mains for the purpose of making repairs or extensions, or for other purposes, and it is expressly agreed that the Authority shall not be liable for a deficiency or failure in the supply of water, or water pressure, or for any damage caused thereby, or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property. All customers having boilers, hot water heaters, interior piping, etc. upon their premises depending upon the pressure in the Authority's pipes to keep them supplied are cautioned against danger of collapse or bursting and all such damage shall be borne exclusively by the customers.
9. In the interest of public health, the Authority will not permit its mains or services to be connected with any service pipe or piping which is connected with any source of water supply not approved by the Department of Health in the State of New York. In conformance with Part 5 of the New York State Sanitary Code, the Authority has implemented a Cross Connection Control Program and shall not permit its mains or service pipes to be connected in any way to any piping, tank, vat or other apparatus which contains liquids, chemicals, or any other matter which might flow back into the Authority's service pipe or mains and consequently endanger the water supply without the installation of a proper backflow prevention device as specified by the New York State Department of Health, at a location approved by the Authority. In conformance with Part 5 of the New York State Sanitary Code, the Customer shall install a backflow prevention device when required by the Authority.
10. This Private Fire Protection/Domestic Service Agreement constitutes the entire Agreement between the parties and supersedes all prior or other agreements and

representations, oral or in writing. Neither this Agreement nor any terms, covenant, provision or condition may be changed, waived, discharged or terminated orally or in any manner other than an instrument in writing executed and acknowledged by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

11. All the terms, covenants, provisions, conditions and agreements hereinabove set forth or provided for shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, distributees, executors, administrators, successors and assigns.
12. The effective date of this Agreement is the 26th day of July, 2023.
13. The Customer must sign, execute, and return this Agreement to the **Erie County Water Authority, Attn: Legal Department, 295 Main Street, Room 350, Buffalo, New York 14203** within six months of its effective date, along with a check made payable to the Authority in the amount of the estimated cost for the work. If the Legal Department does not receive a fully executed Agreement and the check within this six-month period, this Agreement will be considered null and void.

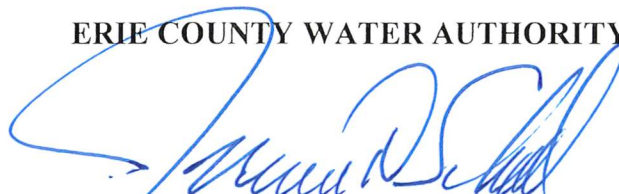
IN WITNESS WHEREOF, the parties acknowledge the terms and conditions of this Agreement by their signatures or the signature of a duly authorized representative.

COUNTY OF ERIE



WILLIAM GEARY
COMMISSIONER OF PUBLIC WORKS

ERIE COUNTY WATER AUTHORITY



JEROME D. SCHAD
CHAIRMAN

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

On the 1st day of August, 2023, before me personally came WILLIAM GEARY, to me known, who being by me duly sworn, did depose and say that he/she resides at 95 Franklin St BFL NY 14202; that he/she is the Commissioner of Public Works of the COUNTY OF ERIE, the County described in, and which executed, the foregoing instrument and acknowledged to me that he/she executed the same in his/her capacity and that he/she signed his/her name thereto by like order.

KARA M NICOTRA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01NI6379596
Qualified in Erie County
Commission Expires AUGUST 20, 2026

Kara M. Nicotra
Notary Public - State of New York

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

On this 26th day of July, 2023, before me personally came JEROME D. SCHAD, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Chairman of the ERIE COUNTY WATER AUTHORITY, the public authority named in the foregoing indenture; that he knows the seal of said public authority; that the seal affixed to said instrument is such seal; that it was so affixed by a duly adopted resolution of the said Authority and that he signed his name thereto by like resolution.

AMY L HASSETT
Notary Public, State of New York
No. 01HA6370146
Qualified in Wyoming County
My Commission Expires January 29, 2026

Amy Hassett
Notary Public - State of New York



Cost Estimate

PROJECT NO.: 202200178

Prepared By: C.BATES
Inputted By: _____

Date: 5/17/2023
Date: _____

TITLE: INSTALL A 16" COMBINATION SERVICE TO BUFFALO BILLS STADIUM
1 BILLS DR., TOWN OF ORCHARD PARK

Type of Connection: T.S.&V.

MATERIAL LIST

Materials					
Qty.	U/M	Item No.	Description	Cost per Unit	Total Cost per Item
130	LF	12080	16" D.I.PIPe w/WRAP	\$92.50	\$12,025.00
1	EA		36"x16" TAPPING SLEEVE	\$10,000.00	\$10,000.00
1	EA		16" TAP VALVE	\$2,000.00	\$2,000.00
1	EA	20605	16" HY-MAX COUPLING	\$1,106.00	\$1,106.00
2	EA	14160	16"-45 COMPACT BEND	\$268.50	\$537.00
1		7216	16" BUTTERFLY VALVE MJ	\$2,060.00	\$2,060.00
2	EA	14161	16"-90 COMPACT BEND	\$375.00	\$750.00
2	EA		VALVE BOX COMPLETE	\$200.00	\$400.00
5	EA		RETAINER GLAND	\$50.00	\$250.00
TOTAL MATERIAL COST (MAT)					\$29,128.00

INSTALLATION per ECWA LARGE SERVICE CONTRACT

Installation					
Qty.	U/M	Item No.	Description	Cost per Unit	Total Cost per Item
1	EA		36"x16" CONNECTION*	\$10,000.00	\$10,000.00
120	LF	1E4	INSTALL 16" DIP	\$79.00	\$9,480.00
110	LF		INSTALL 30" CASING PIPE*	\$750.00	\$82,500.00
110	LF		30" CASING BORE IN ROCK*	\$500.00	\$55,000.00
25	CY	5A	ROCK EXCAVATION	\$320.00	\$8,000.00
Restoration					
Qty.	U/M	Item No.	Description	Cost per Unit	Total Cost per Item
40	LF	6E1	LAWN	\$40.00	\$1,600.00
25	CY	7A1	SELECT FILL	\$66.00	\$1,650.00
15	SY	6B1	ASPHALT PAVEMENT	\$250.00	\$3,750.00
1	CY	6B5	CONCRETE GUTTER CURB	\$2,500.00	\$2,500.00
TOTAL LABOR COST (LAB)					\$174,480.00

STORES ALLOCATION COST (SAL) = 15.0% OF MATERIAL COST (MAT) **\$4,369.20**

SUBTOTAL "A" = MAT+LAB+SAL **\$207,977.20**

OVERHEAD COST (OVHD) = 11.9% OF SUBTOTAL "A" **\$24,749.29**

SUBTOTAL "B" = OVHD + SUBTOTAL "A" **\$232,726.49**

CONTINGENCIES (CONT) = 10.0% OF SUBTOTAL "B" **\$23,272.65**

***TOTAL ESTIMATED COST = CONT + SUBTOTAL "B" (ROUNDED)** **\$256,000.00**

(*ESTIMATED COST EFFECTIVE IF INSTALLED BY JANUARY 31, 2025)