



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

December 4, 2025

To: Jennifer Hibit, Secretary to the Authority

From: Michael J. Quinn, Director of Distribution

A handwritten signature in dark ink, appearing to be "MJQ", is written over the "From:" line.

Subject: Contract NC-040 – Amendment No. 2
Transmission Main
Van de Water Raw Water Pump Station to Van de Water WTP
ECWA Project No. 201900104

The following material is attached:

1. Authorization Form requesting Board Authorization to execute the attached Amendment No. 2 to Professional Service Agreement with Nussbaumer & Clarke, Inc. (Nussbaumer).
2. Amendment No. 2 to Professional Service Agreement for the above-referenced project.

The Professional Services Agreement for this project was executed on June 6, 2019. The design phase was originally scheduled for 2019 and the completion of construction phase was anticipated for 2020. Due to a number of property-related issues as well as ongoing coordination with NRG, the design has required a number of changes and has been delayed significantly.

The following unanticipated changes resulted in an increase in the original and previously amended design scope and costs for Special Services.

1. Bognar Property Eminent Domain – Originally contemplated as a permanent easement, due to the inability to reach an agreement with the property owner, the eminent domain process was utilized. This change resulted in the need for additional Special Services including surveying and mapping as well as redefining the property description.
2. Surge Relief and Anticipator Valves - During the design process ECWA requested the addition of these valves at the west end of the header pipe in the raw water pump station. The consultant prepared the design using separate surge relief and anticipator valves. This effort included selecting the appropriate valve models and developing piping arrangement option. In addition, this effort included additional site visits for valve design and the power and control system integration.
3. Asbestos Investigation - During review of the design drawings and supporting information, NRG requested that the section of existing transmission main that will be abandoned in place be investigated to determine if asbestos was used in the manufacture of the existing pipe.
4. Air Release Valve Chambers – During the final design process, the ECWA completed a separate study to determine the need for air release valves along the existing and proposed raw waterlines. Additional design services were required to add the appropriate valves. Due to the size and configuration of the valves, the installation requires a custom designed structure resulting in additional engineering effort.

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5. Steel Pipe Evaluation - During the final design process, the ECWA Engineering Department requested that the consultant evaluate alternative pipe materials in lieu of PCCP.
6. NRG related design issues - Due to issues related to designing and constructing the new raw waterline on private property, additional coordination and engineering has been required than originally anticipated.

In addition to the additional engineering and Special Services efforts outlined above, the increase in Special Services includes funding for these efforts that may be encountered during construction. Finally, significant delays in the project as well as changes in the ECWA team have also resulted in additional engineering costs for the final design.

The table below outlines the additional costs associated with Amendment No. 2 as well as presents the total amended cost.

	Original Contract	Amendment #1	Amendment #2	Original Contract +All Amendments
Design Report	\$25,000.00	\$11,300.00		\$36,300.00
Survey	\$10,300.00	\$4,700.00		\$15,000.00
Design	\$52,300.00	\$184,976.00	\$75,000.00	\$312,276.00
General Services	\$51,100.00			\$51,100.00
Estimated Resident Inspection	\$190,000.00			\$190,000.00
Record Drawings	\$6,000.00			\$6,000.00
Estimated Special Services	\$25,000.00	\$42,074.00	\$15,000.00	\$82,074.00
TOTALS	\$359,700.00	\$243,050.00	\$90,000.00	\$692,750.00

Budget Information:

Unit: 2595 Eng/Const Transmission Mains

Item: 101352 NC-040 Transmission Main Replacement

MJQ:jmf

Attachments

cc: L.Kowalski

L.Lester

CONT-NC-040-1901-X-01

**ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Board Meeting Documents**

Document Name: _____ **Project No.:** _____

Description: _____

Item Description:

Choose one: _____

Other: _____

Action Requested:

Choose one _____

Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

Chief Financial Officer



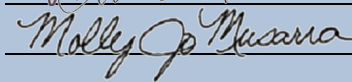
Date: 12/08/2025

Chief Operating Officer



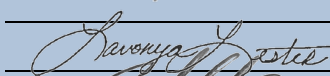
Date: 12/04/2025

Claims Rep. – Risk Manager



Date: 12/4/2025

Comptroller




Date: _____

Director of Administration



Date: 12/04/2025

Director of Distribution



Date: 12/4/2025

Director of Human Resources

Date: _____

Director of IT

Date: _____

Director of Operations

Date: _____

Director of Planning & Water Supply

Date: _____

Director of Production

Date: _____

Director of Water Quality

Date: _____

Executive Engineer



Date: 12/8/2025

General Counsel (Legal)



Date: 12/4/2025

Other: _____

Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority



Date: 12/8/2025

Remarks: _____

Resolution Date: _____ Item No: _____

**AMENDMENT No. 2
PROFESSIONAL SERVICES CONTRACT**

AMENDMENT, effective December 18, 2025 (“Amendment No. 2”) to the Professional Services Contract (Contract No. NC-040), entered on February 13, 2020, by and between:

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

hereinafter referred to as the “Authority,” and

NUSSBAUMER & CLARKE, INC.
3556 Lake Shore Road, Suite 500
Buffalo, New York 14219

hereinafter referred to as the “Consultant.”

WHEREAS, on June 6, 2019, the Authority and the Consultant entered into a professional services contract for engineering and consulting services relating to the design and construction of approximately 5,000 linear feet of new water transmission main from Van de Water Raw Water Pump Station to the Van de Water Water Treatment Plant (the “Contract”); and

WHEREAS, on May 25, 2023, the Authority and the Consultant entered into Amendment No. 1 of the Contract which increased the Consultant’s compensation as a result of several changes to the scope of work which occurred during the design phase of the project; and

WHEREAS, the Consultant performed additional property survey work relative to eminent domain proceedings required to obtain property necessary for the project; and

WHEREAS, the Consultant performed additional design services to assist with ongoing coordination with NRG and for design changes associated with installation of new surge relief and anticipator valves in the raw water pumping station, as well as the associated piping reconfiguration, and

WHEREAS, the Consultant has requested additional compensation of \$90,000 for the additional services it provided to the Authority; and

WHEREAS, the Authority’s Chief Operating Officer and Executive Engineer recommend that the Authority amend the Contract by increasing the compensation to the Consultant by \$90,000; and

WHEREAS, in accordance with paragraph 5 of the Contract, no modification or variation from the terms of the Contract shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority (the "Board") and signed by all parties;

NOW THEREFORE, in consideration of the mutual promises herein set forth, the parties agree to the following:

- (1) The parties agree to amend paragraph 3, subparagraph B to increase the total not to exceed for Special Services by \$15,000, changing the current figure of \$67,074 to \$82,074; and
- (2) The parties agree to amend paragraph 3, subparagraph D(1) to increase the lump sum for design by \$75,000, changing the current figure of \$237,276 to \$312,276; and
- (3) The parties agree all other terms and conditions of the Contract shall remain without change or amendment; and
- (4) This Amendment may by be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHERETO, the parties have caused this Amendment No. 2 to be signed by their respective duly constituted officers, attested and sealed pursuant to proper authority.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

NUSSBAUMER & CLARKE, INC.

By _____
Michael T. Marino, P.E., CEO

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

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

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 202__, before me personally came Michael T. Marino, to me known, who, being by me duly sworn, did depose and say that he resides in _____, that he is the Chief Executive Officer of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public