



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

August 10, 2026

To: Jennifer Hibit, Secretary to the Authority

From: Michael J. Quinn, PE, Director of Distribution

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

Subject: Contract W-030 – Professional Services Contract Amendment No. 2
Water system Improvements
Town of Amherst
ECWA Project No. 201800074

Attached is Amendment No. 2 for the Professional Services Contract dated July 19, 2018 with Wendel WD Architecture, Engineering, Surveying, and Landscape Architecture, PC (Wendel) for the above-referenced project. The amendment is intended to increase the engineering fees associated with Design, Special Services, General Services, Resident Inspection and Record Drawings.

The majority of the additional fees are related to delays in the advertisement for bids for the contract, originally anticipated to begin construction as early as 2020. These delays were primarily a result of a very lengthy review and subsequent design changes required by the ECWA, University at Buffalo, the New York State Department of Transportation and National Grid. In addition, obtaining easements for construction on private property and University at Buffalo Property also caused delays beyond the ECWA and consultant control. Finally, due to an underestimation of the construction duration by both the consultant and the ECWA, additional Resident Inspection and General Services fee are also requested.

In addition, due in order to align with the current method for payment of Resident Inspection, this item will be modified for the original cost plus fixed fee model to a not to exceed fixed hourly rate model using the following rates:

Rate Period 1: Notice to Proceed to July 31, 2026

Lead Resident Inspector - \$116.50/hour

Rate Period 2: August 1, 2026 to July 31, 2027

Lead Resident Inspector - \$121.00/hour

Below find a table summarizing the proposed contract fees for the project.

To: Jennifer Hibit
Secretary to the Authority

August 10, 2026

Project Phase	Original Amount	March 2021 Addendum #1	This Request	Total Phase
Special Services	\$40,000	\$0	\$4,500	\$44,500
Survey	\$31,430	\$2,010	\$4,500	\$37,940
Design	\$59,990	\$5,790	\$95,200	\$160,980
General Services	\$53,740	\$0	\$50,000	\$103,740
Resident Inspection	\$98,100	\$0	\$200,000	\$298,100
Resident Inspection-Fixed Fee	\$10,900	\$0	(\$10,900)	\$0
Record Drawings	\$4,080	\$0	\$2,100	\$6,180
Totals	\$298,240	\$7,800	\$345,400	\$651,440

Attached please find the following documents:

1. ECWA Authorization Form.
2. Three (3) copies of Professional Services Contract Amendment No. 2.

Budget Information:

Funds for this amendment are available as follows:

Unit 2595 - Eng/Const Transmission Mains

Item – 101362 W-030 Transmission Main Replacement

MJQ:jmf
Attachments
cc: L.Kowalski
M.Jarmuz
CONT-W-030-1801-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: 08/10/2026

Chief Operating Officer

Date: 08/10/2026

Claims Rep. – Risk Manager

Date: 8/10/2026

Comptroller

Date: _____

Director of Administration

Date: 08/10/2026

Director of Distribution

Date: 8/10/2026

Director of Human Resources

Date: _____

Director of IT

Date: _____

Sr. Director of Operations & Infra

Date: _____

Director of Planning & Water Supply

Date: _____

Director of Production

Date: _____

Director of Water Quality

Date: _____

Executive Engineer

Date: 8/11/2026

General Counsel (Legal)

Date: 8/10/2026

Other: _____

Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority

Date: 08/11/2026

Remarks: _____

Resolution Date: _____ Item No: _____

**AMENDMENT NO. 2
PROFESSIONAL SERVICES CONTRACT**

AMENDMENT, effective August 20, 2026 ("Amendment No. 2"), to the Professional Services Contract (Contract No. W-030), entered on July 19, 2018, by and between:

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

hereinafter referred to as the "Authority," and

**WENDEL WD ARCHITECTURE, ENGINEERING, SURVEYING,
AND LANDSCAPE ARCHITECTURE, P.C.**
375 Essjay Road, Suite 200
Williamsville, New York 14221

hereinafter referred to as the "Consultant."

WHEREAS, on July 19, 2018, the Authority and the Consultant entered into a professional services contract for engineering and consulting services relating to the replacement of transmission waterline from the Ball Pump Station to the northern side of Millersport Highway, and from east of the I-290 highway near Park Forest Drive to south of the I-290 off ramp at Sheridan Drive, both in the Town of Amherst (the "Contract"); and

WHEREAS, on March 25, 2021, the Authority and the Consultant entered into Amendment No. 1 to the Contract which included installation of an additional 250 linear feet of transmission waterline and appurtenances to the Contract's scope of service;

WHEREAS, the Consultant is seeking additional compensation as a result of modifications to the project's original design required by the New York State Department of Transportation and National Grid, as well as for project delays out of the Consultant's control; and

WHEREAS, based on the recommendation of the Authority's Executive Engineer and Director of Production, the Authority seeks to amend the Contract to increase the Consultant's fee by \$345,400; 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 mutual promises herein set forth, the parties agree to the following:

- (1) The parties agree to delete paragraph 3, subparagraph (A)(4) in its entirety and replace it with the following:

Resident Inspection

For services described under paragraph 2, subparagraph (B)(4) of this Contract, the Authority shall pay the Consultant the payable hourly rates listed under paragraph 3, subparagraph (D)(3) and direct non-salary expenses. Overtime premium will be paid at 50% of the Resident Inspectors' direct hourly rate in addition to the payable hourly rate listed under paragraph 3, subparagraph (D)(3). Payment for Resident Inspection and expenses will be made monthly.; and

- (2) The parties agree to amend paragraph 3, subparagraph (D)(1) to increase the lump sum for survey by \$4,500.00, changing the current figure of \$33,440.00 to \$37,940.00.
- (3) The parties agree to amend paragraph 3, subparagraph (D)(1) to increase the lumpsum for design by \$95,200.00, changing the current figure of \$65,780.00 to \$160,980.00.
- (4) The parties agree to amend paragraph 3, subparagraph (D)(1) to increase the lump sum for general services by \$50,000, changing the current figure of \$53,740.00 to \$103,740.00; and
- (5) The parties agree to amend paragraph 3, subparagraph (D)(1) to increase the total not to exceed for estimated resident inspection by \$200,000.00, changing the current figure of \$98,100.00 to \$298,100.00; and
- (6) The parties agree to amend paragraph 3, subparagraph (D)(1) to decrease the lump sum for resident inspection fixed fee by \$10,900.00, changing the current figure of \$10,900.00 to \$0.00; and
- (7) The parties agree to amend paragraph 3, subparagraph (D)(1) to increase the lump sum for record drawings by \$2,100.00, changing the current figure of \$4,080.00 to \$6,180.00; and
- (8) The parties agree to amend paragraph 3, subparagraph (D)(1) to increase the estimated special services by \$4,500.00, changing the current figure of \$40,000.00 to \$44,500.00; and
- (9) The parties agree to amend paragraph 3, subparagraph (D)(1) to increase the Total

Engineering Cost by \$345,400.00, changing the current figure of \$306,040.00 to \$651,440.00; and

- (10) The parties agree to insert the following paragraph 3, subparagraph (D)(3):

3. **Resident Inspections Costs:**

Rate Period 1: Notice to Proceed to July 31, 2026:

	Payable Hourly Rate	Employee Direct Hourly Rate
Lead Resident Inspector	\$116.50	\$41.60

Rate Period 2: August 1, 2026 to July 31, 2027:

	Payable Hourly Rate	Employee Direct Hourly Rate
Lead Resident Inspector	\$121.00	\$43.25 ; and

- (11) The parties agree all other terms and conditions of the Contract shall remain without change or amendment; and
- (12) This Amendment may 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 hereto 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

**WENDEL WD ARCHITECTURE,
ENGINEERING, SURVEYING, AND
LANDSCAPE ARCHITECTURE, P.C.**

By _____

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of August, in the year 2026, 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 2026, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, that he/she is the _____ of the Corporation described in the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

Notary Public