



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

October 5, 2026

To: Jennifer Hibit, Secretary to the Authority

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

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

Subject: Contract MP-091 - Amendment No. 4
EPA Lead and Copper Rule Revisions Program Management
Professional Services Agreement Amendment No. 4
ECWA Project No. 202200135

Attached are the following documents:

1. ECWA Authorization Form for processing Professional Service Contract Amendment No. 4 with Arcadis of New York, Inc. (Arcadis).
2. Three original copies of Professional Service Contract Amendment No. 4 for the above-referenced project.

On June 16, 2022, the Authority and Arcadis entered into a professional services agreement for Program Management relating to EPA's Lead and Copper Rule Revisions (LCRR). The original agreement was for consulting services through the end of 2024. The scope of services included nine Engineering Tasks, Resident Inspection, Program Assistance Allowance, and Special Services. The Authority Board has previously approved three subsequent amendments adjusting the contract fee and extending the agreement on through the end of 2026.

In order to continue to take advantage of Arcadis' experience and background knowledge of the project and the overall LCRR/LCRI program, it is recommended that the Authority continue the contract at least through the end of 2027. This schedule in general corresponds with the current LCRI compliance date of November 1, 2027. In addition to extending the contract, Arcadis has requested additional fees for 2027 as follows:

- \$25,000.00 for Task 1, Program Management and Administration;
- \$40,000.00 for Task 2, LCRR Work Plan;
- \$190,000.00 for Task 3, Lead Service Line Inventory;
- \$100,000.00 for Task 7, Lead Service Line Replacement;
- \$25,000.00 for Task 8, Sampling and Monitoring Support; and
- \$30,000 for Task 9, Outreach Education.

The total additional compensation for 2027 consulting services is \$410,000.00.

In addition, since the scope of services of the amended Agreement was intended to cover consulting services through the end of calendar year 2026, the Engineering Department is requesting that the contract duration be extended until December 31, 2027.

To: Jennifer Hibit
Secretary to the Authority

- 2 -

October 5, 2026

Finally, Arcadis has requested an adjustment in the hourly rates listed in Appendix B and Appendix C of the Agreement for 2027 services. The Engineering Department has reviewed the revised rates and found them reasonable and consistent with hourly rates for other projects with this consultant. Below find a table of the current and revised hourly rates.

Grade	2026 Hourly Billing Rate	2027 Hourly Billing Rate
Project/Administrative Assistant I	\$86.00	\$90.00
Design Tech II/Field Tech II/Admin II	\$97.00	\$101.00
Drafter I/Field Tech & Admin III & IV	\$108.00	\$112.00
Drafter II/Field Tech & Admin V	\$151.00	\$157.00
CADD Designer/Project Controller	\$162.00	\$169.00
Field Supervisor	\$211.00	\$219.00
Engineer/Scientist	\$151.00	\$157.00
Staff Engineer/Scientist/Architect	\$167.00	\$174.00
Project Engineer/Scientist/Architect	\$184.00	\$191.00
Senior Engineer/Scientist/Architect I	\$205.00	\$216.00
Senior Engineer/Scientist/Architect II	\$227.00	\$236.00
Principle Engineer/Scientist/Architect I	\$259.00	\$267.00
Principle Engineer/Scientist/Architect II	\$290.00	\$299.00
Engineer/Scientist Director	\$315.00	\$324.00

The Authority's Chief Operating Officer, Executive Engineer and Director of Distribution recommend amending the Professional Services Agreement by adjusting lump sum payments and hourly rates as outlined above and extending the Agreement through the end of 2027.

Budget Information:

Unit: 1030 Water Quality Assurance

Item: 101664 Corrosion Control Program Management

MJQ:jmf

Attachments

cc: C.Eaton

L.Lester

S.Figler

CONT-MP-091-2201-X-01

ERIE COUNTY WATER AUTHORITY AUTHORIZATION FORM

For Approval/Execution of Board Meeting Documents

Requestor/Project Mgr.: Michael J. Quinn, PE Project No.: 202200135

Document Name/Description: MP-091, Lead & Copper Rule Revisions Program Management

Item Description: Choose one: Amendment

Other: _____

Action Requested: Choose one: Board Authorization to Execute

Other: _____



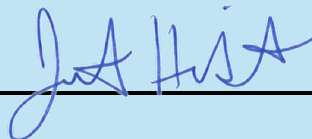
If Applicable, the MPO Amendment Form has been submitted to Central Purchasing.

APPROVED AS TO CONTENT:

✓ Required Approvals:

☒	Chief Financial Officer	<u></u>	Date: <u>10/06/2026</u>
☒	Chief Operating Officer	<u></u>	Date: <u>10/05/2026</u>
☒	Claims Rep. – Risk Manager	<u></u>	Date: <u>10/5/2026</u>
☐	Comptroller	_____	Date: _____
☒	Director of Administration	<u></u>	Date: <u>10/06/2026</u>
☒	Director of Distribution	<u></u>	Date: <u>10/5/2026</u>
☐	Director of Human Resources	_____	Date: _____
☐	Director of Cybersecurity & IT	_____	Date: _____
☐	Director of Planning & WS	_____	Date: _____
☐	Director of Production	_____	Date: _____
☐	Director of Water Quality	_____	Date: _____
☒	Executive Engineer	<u></u>	Date: <u>10/6/2026</u>
☒	General Counsel (Legal)	<u></u>	Date: <u>10/5/2026</u>
☐	Sr. Director of Operations & Infra.	_____	Date: _____
☐	Other:	_____	Date: _____

APPROVED FOR BOARD RESOLUTION

Secretary to the Authority  Date: 10/07/2026

Remarks: Amendment No. 4

Resolution Date: _____ Item No: _____

**AMENDMENT NO. 4
PROFESSIONAL SERVICES CONTRACT**

AMENDMENT, effective October 19, 2026 (“Amendment No. 4”), to the Professional Services Contract (Contract No. MP-091), entered on May 16, 2022, by and between:

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

hereinafter referred to as the “Authority,” and

ARCADIS OF NEW YORK, INC.
Key Center at Fountain Plaza
50 Fountain Plaza, Suite 360
Buffalo, New York 14202

hereinafter referred to as the “Engineer.”

WHEREAS, on June 16, 2022, the Authority and the Engineer entered into a professional services contract for engineering and consulting services relating to program management of the Authority’s implementation of the EPA’s Lead and Copper Rule Revisions (“LCRR”) (the “Contract”); and

WHEREAS, on August 15, 2024, the Authority and the Engineer entered into Amendment No. 1 to the Contract which increased the Engineer’s fee by \$60,000 to complete contractor replacement of curb boxes at additional locations to refine the Authority’s predictive model for lead services; and

WHEREAS, on January 24, 2025, the Authority and the Engineer entered into Amendment No. 2 to the Contract which increased the Engineer’s fee by \$738,400 to complete program management services and extended the contract duration through December 31, 2025; and

WHEREAS, on November 20, 2025, the Authority and the Engineer entered into Amendment No. 3 to the Contract which increased the Engineer’s fee by \$280,750 to complete program management services and extended the contract duration through December 31, 2026; and

WHEREAS, the Authority wishes to continue these services through 2027 to take advantage of the Consultant’s experience and background knowledge; and

WHEREAS, the Engineer has requested additional fees as follows to continue program management of the Authority's implementation of the LCRR through calendar year 2027: \$25,000.00 for Task 1, Program Management and Administration; \$40,000.00 for Task 2, LCRR Work Plan; \$190,000.00, for Task 3, Lead Service Line Inventory, \$100,000.00 for Task 7, Lead Service Line Replacement, \$25,000.00 for Task 8, Sampling and Monitoring Support; and \$30,000 for Task 9, Outreach Education; and

WHEREAS, the Engineer has also requested an increase in the payable hourly rates for Program Assistance and Special Services; and

WHEREAS, the Authority's Chief Operating Officer, Executive Engineer and Director of Distribution recommend that the Authority amend the Contract by adjusting the lump sum payments for Tasks 1, 2, 3, 7, 8 and 9 by a total of \$410,000.00, and increasing the payable hourly rates for Program Assistance and Special Services, as well as by extending the service timeframe through year end 2027; and

WHEREAS, in accordance with article 5, paragraph 5.02 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) Paragraph 3.09, Service Timeframe, shall be deleted in its entirety and replaced with the following:

3.09 Service Timeframe. Unless otherwise extended by mutual agreement of the parties, the Consultant will render professional services related to this Project through December 31, 2027.; and

- (2) The parties agree to amend article 4, paragraph 4.05, subparagraph (A)(1) to increase the lump sum for Program Management and Administration by \$25,000.00, changing the current figure of \$102,500.00 to \$127,500.00; and
- (3) The parties agree to amend article 4, paragraph 4.05, subparagraph (A)(2) to increase the lump sum for LCRR Work Plan by \$40,000.00, changing the current figure of \$142,800.00 to \$182,800.00; and
- (4) The parties agree to amend article 4, paragraph 4.05, subparagraph (A)(3) to increase the lump sum for Lead Service Line Inventory by \$190,000, changing the current figure of \$530,610.00 to \$720,610.00; and
- (5) The parties agree to amend article 4, paragraph 4.05, subparagraph (A)(7) to increase the lump sum for Lead Service Replacement Program by \$100,000.00, changing the current figure of \$239,740.00 to \$339,740.00; and

- (6) The parties agree to amend article 4, paragraph 4.05, subparagraph (A)(8) to increase the lump sum for Sampling and Monitoring Program by \$25,000.00, changing the current figure of \$144,740.00 to \$169,740.00; and
- (7) The parties agree to amend article 4, paragraph 4.05, subparagraph (A)(9) to increase the lump sum for Public Education, Notification, and Outreach by \$30,000.00, changing the current figure of \$139,600.00 to \$169,600.00; and
- (8) The parties agree to delete the chart in Appendix B (Program Assistance) of the Contract in its entirety and replace it with the following:

Grade	Hourly Billing Rate
Project/Administrative Assistant I	\$90.00
Design Tech II/Field Tech II/Admin II	\$101.00
Drafter I/Field Tech & Admin III & IV	\$112.00
Drafter II/Field Tech & Admin V	\$157.00
CADD Designer/Project Controller	\$169.00
Field Supervisor	\$219.00
Engineer/Scientist	\$157.00
Staff Engineer/Scientist/Architect	\$174.00
Project Engineer/Scientist/Architect	\$191.00
Senior Engineer/Scientist/Architect I	\$216.00
Senior Engineer/Scientist/Architect II	\$236.00
Principle Engineer/Scientist/Architect I	\$267.00
Principle Engineer/Scientist/Architect II	\$299.00
Engineer/Scientist Director	\$324.00

and

- (9) The parties agree to delete the chart in Appendix C (Special Services) of the Contract in its entirety and replace it with the following:

Grade	Hourly Billing Rate
Project/Administrative Assistant I	\$90.00
Design Tech II/Field Tech II/Admin II	\$101.00
Drafter I/Field Tech & Admin III & IV	\$112.00
Drafter II/Field Tech & Admin V	\$157.00
CADD Designer/Project Controller	\$169.00
Field Supervisor	\$219.00
Engineer/Scientist	\$157.00
Staff Engineer/Scientist/Architect	\$174.00
Project Engineer/Scientist/Architect	\$191.00
Senior Engineer/Scientist/Architect I	\$216.00
Senior Engineer/Scientist/Architect II	\$236.00
Principle Engineer/Scientist/Architect I	\$267.00
Principle Engineer/Scientist/Architect II	\$299.00
Engineer/Scientist Director	\$324.00

and

- (10) The parties agree all other terms and conditions of the Contract shall remain without change or amendment; and
- (11) 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. 4 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

ARCADIS OF NEW YORK, INC.

By _____
Jason J. Williams, Associate Vice President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of November, 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 Jason J. Williams, to me known, who, being by me duly sworn, did depose and say that he resides in West Seneca, New York, that he is the Associate Vice President 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