

**Genesee County Economic Development Center
Meeting Agenda**

Thursday, March 26, 2020
Location: Electronically

PAGE #

1.0 Call to Order 4:00pm

Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Board Meeting is being held electronically via conference call instead of a public meeting open for the public to attend in person.

1.1 Enter Executive Session 4:00pm

Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

1.2 Enter Public Session 4:40pm

2.0 Chairperson's Report & Activities 4:40pm

2.1 Upcoming Meetings:

Next Scheduled Board Meeting: Thursday, May 7th at 4:00 p.m.

Audit & Finance Committee Meeting: Tuesday May 5th at 8:30 a.m.

STAMP Committee Meeting: Tuesday, May 5th at 10:30 a.m.

Governance & Nominating Committee Meeting: Thursday, May 7th at 3:00 p.m.

2.2 Agenda Additions / Deletions / Other Business ****Vote**

2.3 Minutes: February 27, 2020 ****Vote**

2-3

3.0 Report of Management

3.1 Nothing at this time **4:40pm**

4.0 Audit & Finance Committee – M. Gray 4:40pm

4.1 12/31/19 Audit ****Vote**

4.2 Deferral & Extension of Loans ****Vote**

4

5.0 Governance & Nominating Committee – C. Yunker 5:00pm

5.1 Nothing at this time.

6.0 STAMP Committee – P. Zeliff 5:00pm

6.1 Award of Contract Phase IV Water – Pembroke Line ****Vote**

6.2 Monroe County Water Authority Main Extension Agreement ****Vote**

5-9

10-19

7.0 Employment & Compensation Committee – T. Bender 5:15pm

7.1 Nothing at this time.

8.0 Other Business 5:15pm

9.0 Adjournment 5:15pm



**GCEDC Board Meeting
Thursday, February 27, 2020
Upstate MedTech Centre – Innovation Zone
10:30 AM**

GCEDC MINUTES

Attendance

Board Members: P. Battaglia, C. Yunker, T. Bender, P. Zeliff, A. Young, M. Gray
Staff: L. Farrell, M. Masse, L. Casey, P. Kennett, J. Krencik, S. Hyde, C. Suozzi
Guests: Dr. Laura Schultz, (Rockefeller Institute of Government, Video Conference), T. Felton (GGLDC Board Member)
Absent: A. Vanderhoof

1.0 Call to Order

P. Battaglia called the meeting to order at 10:30 a.m. in the Upstate MedTech Centre Innovation Zone conference room.

2.0 GCEDC Strategic Assessment Report Review

Steve Hyde presented to the Board that the SUNY Rockefeller Institute of Government (RIG) recently completed a final report on the GCEDC's strategy and development model, development practices, and impact on the community; along with strategic recommendations to 'sharpen the saw' as we fulfill our mission and vision.

The report, its recommendations, and the research undertaken by RIG, provides the GCEDC and Genesee County with both a wide perspective and an outside perspective of the entirety of our efforts, opportunities and challenges.

We asked RIG to evaluate the effectiveness of each pillar of our development model – Shovel Ready Site Development, Workforce Development, Placemaking, Innovation/Entrepreneurship, and Financial Incentives. In each area we received data analysis and critical consideration, as well as comparisons to 10 peer micropolitan communities in New York, Ohio and Indiana.

Dr. Laura Schultz, the senior economist at RIG, presented her full findings via video conference.

2.1 Enter Executive Session

T. Bender made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 11:13 a.m. for the following reasons:

1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

The motion was seconded by C. Yunker and approved by all members present.

2.2 Enter Public Session

T. Bender made a motion to enter back into public session at 11:30 a.m., seconded by C. Yunker and approved by all members present.

Dr. Laura Schultz continued the presentation of the GCEDC's Strategic Assessment Report.

3.0 Adjournment

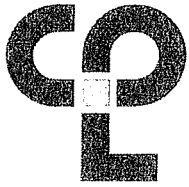
As there was no further business, C. Yunker made a motion to adjourn at 12:00 p.m., which was seconded by A. Young and passed unanimously.

Deferment of existing revolving loan funds

Discussion: Regarding the current situation regarding Covid-19, the GGLDC should consider a deferment of principal and interest on all loans for a six-month period, at which time normal principal and interest payments will resume. The amortization of the loan will be extended by that six-month deferral period.

Fund commitment: Some legal fees to cover a brief amendment to allow for the deferment.

Board action request: Approval of a six-month deferral on all principal and interest payments for existing loans.



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March 20, 2020

Mr. Mark A. Masse, CPA, Senior VP of Operations
Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, New York 14020

**RE: GCEDC STAMP OFFSITE WATER MAIN – PHASE 4 /
TOWN OF ALABAMA WATER DISTRICT NO. 2, PHASE 4
CPL PROJECT NO.: 14351.00
RECOMMENDATION FOR AWARD**

Dear Mark:

The bids for the above referenced project were opened on March 20, 2020. A copy of our bid tabulation is enclosed for your information and review.

The bid documents were modified with Addendum No. 1 to include two (2) Base Bid options and one (1) Alternate for additional work:

Base Bid A consists of constructing approximately 18,500 linear feet of 8 & 12-inch DIP, PVC and HDPE water mains, valves, hydrants, water services within the Town of Alabama, a meter vault, a crossing of Tonawanda Creek (approximately 800-feet east of Alleghany Road) and associated appurtenances along portions of Alleghany Road (NYS Route 77) in the Towns of Alabama and Town of Pembroke, portions of Little Falls Road and Phelps Road in the Town of Pembroke, and portions of Ledge Road in the Town of Alabama.

Base Bid B consists of constructing approximately 16,700 linear feet of 8 & 12-inch DIP, PVC and HDPE water mains, valves, hydrants, water services within the Town of Alabama, a meter vault, an insulated steel pipe bridge hung crossing of Tonawanda Creek and associated appurtenances along portions of Alleghany Road (NYS Route 77) in the Towns of Alabama and Pembroke and portions of Ledge Road in the Town of Alabama.

The Alternate (Alternate 2) consists of constructing approximately 7,600 linear feet of 8-inch PVC water mains, valves, hydrants, water services and associated appurtenances along Lewiston Road (C.R. 22) between Albion Road and Macomber Road in the Town of Oakfield.

There was a total of six (6) plan holders and three (3) bids were received. The low bidder was Morsch Pipeline, Inc. of Avon, New York with a Base Bid B amount of \$2,220,743.00. We have reviewed their qualifications and have discussed their bid in detail. We feel the bid received is a true representation of the costs to complete this project and that the contractor is qualified to complete the Contract.



Mr. Mark Masse, GCEDC
Offsite Water Main – Phase 4
March 20, 2020
Page 2 of 2

Based on our conversations after the Bid Opening, the GCEDC has an available construction budget of \$2,225,290.00. We cannot recommend accepting Alternate 2 due to the remaining available budget.

Therefore, we recommend the GCEDC Board pass a resolution **“Accepting the bid received from Morsch Pipeline, Inc. for Base Bid B amount of \$2,220,743.00”**.

We have also enclosed the Notice of Award for the project, which will need to be signed and returned to our office. The Notice of Award will then be forwarded to the Contractor, along with copies of the Agreement and other documents for their execution. When returned, the executed agreements will be sent to the GCEDC for your signature. This process generally takes two (2) weeks.

CPL looks forward to working with you and the Contractor to successfully complete this project. If you have any questions or require additional information, please contact me directly.

Very truly yours,

CPL

A handwritten signature in cursive script, appearing to read 'Thomas A. Carpenter'.

Thomas A Carpenter, P.E.
Vice President

Enclosures

- c: Supervisor Robert Crossen, Town of Alabama (w/ Bid Tabulation)
- Supervisor Thomas Schneider, Town of Pembroke (w/ Bid Tabulation)
- Supervisor Matthew Martin, Town of Oakfield (w/ Bid Tabulation)

GCEDC STAMP Offsite Water Main - Phase 4
 Bid Opening: March 20, 2020

Bid Item	Description	Quantity	Unit	Morsch Pipeline, Inc.		Villager Construction, Inc.		Fineline Construction, Inc.	
				Unit Price	Base Bid	Unit Price	Base Bid	Unit Price	Base Bid
Base Bid A - Route 77 Water Mains with Little Falls Road Creek Crossing									
1	Mobilization (shall not exceed 3%)	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 66,000.00	\$ 66,000.00	\$ 69,000.00	\$ 69,000.00
2	Maintenance and Protection of Traffic Including Signs and Flagperson	1	LS	\$ 36,000.00	\$ 36,000.00	\$ 104,970.00	\$ 104,970.00	\$ 50,000.00	\$ 50,000.00
3	Erosion Control	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 16,000.00	\$ 16,000.00	\$ 25,000.00	\$ 25,000.00
4	Rock Removal	200	CY	\$ 75.00	\$ 15,000.00	\$ 200.00	\$ 40,000.00	\$ 75.00	\$ 15,000.00
5	Select Granular Fill	100	CY	\$ 12.00	\$ 1,200.00	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00
6A	Furnish and Install 8-inch Diameter DR-18 PVC Water Main (Town of Alabama/Town of Oakfield)	680	LF	\$ 45.20	\$ 30,736.00	\$ 54.00	\$ 36,720.00	\$ 60.00	\$ 40,800.00
6B	Furnish and Install 12-inch Diameter DR-18 PVC Water Main (Town of Alabama/Town of Oakfield)	6,300	LF	\$ 46.60	\$ 293,580.00	\$ 53.00	\$ 333,900.00	\$ 70.00	\$ 441,000.00
6C	Furnish and Install 12-inch Diameter Class 52 DIP Water Main (Town of Pembroke)	8,400	LF	\$ 80.60	\$ 677,040.00	\$ 69.00	\$ 579,600.00	\$ 100.00	\$ 840,000.00
7	Directional Drilling with 12-inch Class 52 Restrained Joint Ductile Iron Pipe Water Main (No Casing Pipe)	1,260	LF	\$ 324.20	\$ 408,492.00	\$ 190.00	\$ 239,400.00	\$ 150.00	\$ 189,000.00
8A	Directional Drilling with 8-inch DR-11 HDPE Water Main (No Casing Pipe)	160	LF	\$ 292.60	\$ 46,816.00	\$ 140.00	\$ 22,400.00	\$ 110.00	\$ 17,600.00
8B	Directional Drilling with 12-inch DR-11 HDPE Water Main (No Casing Pipe)	1,260	LF	\$ 199.20	\$ 250,992.00	\$ 140.00	\$ 176,400.00	\$ 120.00	\$ 151,200.00
8C	Horizontal Directional Drilling with 14-inch DR-11 HDPE Casing Pipe with 8-inch DR-11 HDPE Water Main Carrier Pipe	80	LF	\$ 352.80	\$ 28,224.00	\$ 310.00	\$ 24,800.00	\$ 140.00	\$ 11,200.00
8D-LR	Horizontal Directional Drilling with 18-inch DR-11 HDPE Casing Pipe with 12-inch DR-11 HDPE Water Main Carrier Pipe (Ledge Road Crossing)	100	LF	\$ 654.00	\$ 65,400.00	\$ 380.00	\$ 38,000.00	\$ 160.00	\$ 16,000.00
8D-TC	Horizontal Directional Drilling with 18-inch DR-11 HDPE Casing Pipe with 12-inch DR-11 HDPE Water Main Carrier Pipe (Tonawanda Creek Crossing)	1	LS	\$ 302,400.00	\$ 302,400.00	\$ 81,000.00	\$ 81,000.00	\$ 150,000.00	\$ 150,000.00
9A	Furnish and Install 8-inch In-Line Gate Valves	8	EA	\$ 1,634.00	\$ 13,072.00	\$ 1,700.00	\$ 13,600.00	\$ 2,000.00	\$ 16,000.00
9B	Furnish and Install 12-inch In-Line Gate Valves	21	EA	\$ 2,561.00	\$ 53,781.00	\$ 3,000.00	\$ 63,000.00	\$ 4,000.00	\$ 84,000.00
9C	Furnish and Install Test Assembly at Gate Valve	1	EA	\$ 3,974.00	\$ 3,974.00	\$ 2,600.00	\$ 2,600.00	\$ 2,000.00	\$ 2,000.00
10A	Furnish and Install Hydrant Assemblies in Pembroke	17	EA	\$ 1,964.00	\$ 33,388.00	\$ 5,650.00	\$ 96,050.00	\$ 4,000.00	\$ 68,000.00
10B	Furnish and Install Hydrant Assemblies in Alabama	14	EA	\$ 5,465.50	\$ 76,517.00	\$ 5,650.00	\$ 79,100.00	\$ 4,000.00	\$ 56,000.00
11A	Furnish and Install 1-inch Long Side Water Service With Saddle	4	EA	\$ 2,488.50	\$ 9,954.00	\$ 2,450.00	\$ 9,800.00	\$ 2,000.00	\$ 8,000.00
12A	Furnish and Install 1-inch Short Side Water Service With Saddle	10	EA	\$ 2,259.60	\$ 22,596.00	\$ 1,100.00	\$ 11,000.00	\$ 1,500.00	\$ 15,000.00
13A	Furnish and Install New 1-inch Meter Pit Setter Box for 5/8" x 3/4" Meter	2	EA	\$ 3,132.00	\$ 6,264.00	\$ 1,600.00	\$ 3,200.00	\$ 2,000.00	\$ 4,000.00
14A	Dry Connection to Existing 12-inch Water Main with New 12-inch Water Main	2	EA	\$ 6,282.00	\$ 12,564.00	\$ 3,550.00	\$ 7,100.00	\$ 5,000.00	\$ 10,000.00
15	Open Cut Road Restoration	120	LF	\$ 40.80	\$ 4,896.00	\$ 110.00	\$ 13,200.00	\$ 30.00	\$ 3,600.00
16	Asphalt Driveway Restoration	240	LF	\$ 32.00	\$ 7,680.00	\$ 170.00	\$ 40,800.00	\$ 25.00	\$ 6,000.00
17	Stone Driveway Restoration	1,150	LF	\$ 7.30	\$ 8,395.00	\$ 14.00	\$ 16,100.00	\$ 5.00	\$ 5,750.00
18	Tree Protection and Tunneling	50	EA	\$ 180.00	\$ 9,000.00	\$ 1,600.00	\$ 80,000.00	\$ 1,000.00	\$ 50,000.00
19A	Tree Removal	12	EA	\$ 2,160.00	\$ 25,920.00	\$ 5,550.00	\$ 66,600.00	\$ 1,500.00	\$ 18,000.00
19B	Tree Stump Removal	2	EA	\$ 600.00	\$ 1,200.00	\$ 2,750.00	\$ 5,500.00	\$ 1,000.00	\$ 2,000.00
20	Furnish and Install 12-inch Diameter SICPP Storm Sewer	140	LF	\$ 21.80	\$ 3,052.00	\$ 44.00	\$ 6,160.00	\$ 25.00	\$ 3,500.00
CTA-1	Compaction Testing Allowance	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
MV-01	Furnish & Install Precast Concrete Meter Vault (Pembroke)	1	LS	\$ 49,437.00	\$ 49,437.00	\$ 39,000.00	\$ 39,000.00	\$ 65,000.00	\$ 65,000.00
Total Base Bid A - Route 77 Water Mains with Little Falls Road Creek Crossing				\$ 2,511,530.00		\$ 2,317,000.00		\$ 2,437,650.00	

7

GCEDC STAMP Offsite Water Main - Phase 4
 Bid Opening: March 20, 2020

Bid Item	Description	Quantity	Unit	Morsch Pipeline, Inc.		Villager Construction, Inc.		Fineline Construction, Inc.	
				Unit Price	Base Bid	Unit Price	Base Bid	Unit Price	Base Bid
Base Bid B - Route 77 Water Mains with Tonawanda Creek Bridge Crossing									
1	Mobilization (shall not exceed 3%)	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 64,000.00	\$ 64,000.00	\$ 69,000.00	\$ 69,000.00
2	Maintenance and Protection of Traffic Including Signs and Flagperson	1	LS	\$ 36,000.00	\$ 36,000.00	\$ 123,290.00	\$ 123,290.00	\$ 50,000.00	\$ 50,000.00
3	Erosion Control	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 16,000.00	\$ 16,000.00	\$ 25,000.00	\$ 25,000.00
4	Rock Removal	200	CY	\$ 75.00	\$ 15,000.00	\$ 200.00	\$ 40,000.00	\$ 75.00	\$ 15,000.00
5	Select Granular Fill	100	CY	\$ 12.00	\$ 1,200.00	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00
6A	Furnish and Install 8-Inch Diameter DR-18 PVC Water Main (Town of Alabama/Town of Oakfield)	680	LF	\$ 45.20	\$ 30,736.00	\$ 54.00	\$ 36,720.00	\$ 60.00	\$ 40,800.00
6B	Furnish and Install 12-Inch Diameter DR-18 PVC Water Main (Town of Alabama/Town of Oakfield)	6,300	LF	\$ 46.60	\$ 293,580.00	\$ 54.00	\$ 340,200.00	\$ 70.00	\$ 441,000.00
6C	Furnish and Install 12-Inch Diameter Class 52 DIP Water Main (Town of Pembroke)	6,500	LF	\$ 80.60	\$ 523,900.00	\$ 65.00	\$ 422,500.00	\$ 100.00	\$ 650,000.00
7	Directional Drilling with 12-Inch Class 52 Restrained Joint Ductile Iron Pipe Water Main (No Casing Pipe)	1,340	LF	\$ 324.20	\$ 434,428.00	\$ 200.00	\$ 268,000.00	\$ 150.00	\$ 201,000.00
8A	Directional Drilling with 8-Inch DR-11 HDPE Water Main (No Casing Pipe)	160	LF	\$ 292.60	\$ 46,816.00	\$ 140.00	\$ 22,400.00	\$ 110.00	\$ 17,600.00
8B	Directional Drilling with 12-Inch DR-11 HDPE Water Main (No Casing Pipe)	1,260	LF	\$ 199.20	\$ 250,992.00	\$ 140.00	\$ 176,400.00	\$ 120.00	\$ 151,200.00
8C	Horizontal Directional Drilling with 14-Inch DR-11 HDPE Casing Pipe with 8-Inch DR-11 HDPE Water Main Carrier Pipe	80	LF	\$ 352.80	\$ 28,224.00	\$ 380.00	\$ 30,400.00	\$ 140.00	\$ 11,200.00
8D-LR	Horizontal Directional Drilling with 18-Inch DR-11 HDPE Casing Pipe with 12-Inch DR-11 HDPE Water Main Carrier Pipe (Ledge Road Crossing)	100	LF	\$ 654.00	\$ 65,400.00	\$ 380.00	\$ 38,000.00	\$ 160.00	\$ 16,000.00
9A	Furnish and Install 8-Inch In-Line Gate Valves	8	EA	\$ 1,634.00	\$ 13,072.00	\$ 1,700.00	\$ 13,600.00	\$ 2,000.00	\$ 16,000.00
9B	Furnish and Install 12-Inch In-Line Gate Valves	16	EA	\$ 2,561.00	\$ 40,976.00	\$ 3,000.00	\$ 48,000.00	\$ 4,000.00	\$ 64,000.00
10A	Furnish and Install Hydrant Assemblies in Pembroke	15	EA	\$ 1,964.00	\$ 29,460.00	\$ 5,650.00	\$ 84,750.00	\$ 4,000.00	\$ 60,000.00
10B	Furnish and Install Hydrant Assemblies in Alabama	14	EA	\$ 5,465.50	\$ 76,517.00	\$ 5,650.00	\$ 79,100.00	\$ 4,000.00	\$ 56,000.00
11A	Furnish and Install 1-Inch Long Side Water Service With Saddle	4	EA	\$ 2,488.50	\$ 9,954.00	\$ 2,450.00	\$ 9,800.00	\$ 2,000.00	\$ 8,000.00
12A	Furnish and Install 1-Inch Short Side Water Service With Saddle	10	EA	\$ 2,259.60	\$ 22,596.00	\$ 1,100.00	\$ 11,000.00	\$ 1,500.00	\$ 15,000.00
13A	Furnish and Install New 1-Inch Meter Pit Sitter Box for 5/8" x 3/4" Meter	2	EA	\$ 3,132.00	\$ 6,264.00	\$ 1,600.00	\$ 3,200.00	\$ 2,000.00	\$ 4,000.00
14A	Dry Connection to Existing 12-Inch Water Main with New 12-Inch Water Main	2	EA	\$ 6,262.00	\$ 12,524.00	\$ 3,550.00	\$ 7,100.00	\$ 5,000.00	\$ 10,000.00
15	Open Cut Road Restoration	80	LF	\$ 40.80	\$ 3,264.00	\$ 170.00	\$ 13,600.00	\$ 30.00	\$ 2,400.00
16	Asphalt Driveway Restoration	160	LF	\$ 32.00	\$ 5,120.00	\$ 170.00	\$ 27,200.00	\$ 25.00	\$ 4,000.00
17	Stone Driveway Restoration	670	LF	\$ 7.30	\$ 4,891.00	\$ 24.00	\$ 16,080.00	\$ 5.00	\$ 3,350.00
18	Tree Protection and Tunneling	50	EA	\$ 180.00	\$ 9,000.00	\$ 1,600.00	\$ 80,000.00	\$ 1,000.00	\$ 50,000.00
19A	Tree Removal	1	EA	\$ 2,160.00	\$ 2,160.00	\$ 67,000.00	\$ 67,000.00	\$ 1,500.00	\$ 1,500.00
19B	Tree Stump Removal	2	EA	\$ 600.00	\$ 1,200.00	\$ 2,750.00	\$ 5,500.00	\$ 1,000.00	\$ 2,000.00
20	Furnish and Install 12-Inch Diameter SiC/P Storm Sewer	140	LF	\$ 21.80	\$ 3,052.00	\$ 44.00	\$ 6,160.00	\$ 25.00	\$ 3,500.00
CTA-1	Compaction Testing Allowance	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
MV-01	Furnish & Install Precast Concrete Meter Vault (Pembroke)	1	LS	\$ 49,437.00	\$ 49,437.00	\$ 39,000.00	\$ 39,000.00	\$ 65,000.00	\$ 65,000.00
21	Furnish & Install Insulated 12-Inch Diameter Steel Water Main Bridge Crossing	1	LS	\$ 190,980.00	\$ 190,980.00	\$ 203,000.00	\$ 203,000.00	\$ 250,000.00	\$ 250,000.00
Total Base Bid B - Route 77 Water Mains with Tonawanda Creek Bridge Crossing				\$ 2,220,743.00		\$ 2,297,000.00		\$ 2,307,550.00	

GCEDC STAMP Offsite Water Main - Phase 4
 Bid Opening: March 20, 2020

Bid Item	Description	Quantity	Unit	Morsch Pipeline, Inc.		Villager Construction, Inc.		Fineline Construction, Inc.	
				Unit Price	Base Bid	Unit Price	Base Bid	Unit Price	Base Bid
Alternate Bid 2 - Lewiston Road 8-Inch Water Main									
1	Mobilization (shall not exceed 3%)	1	LS	\$ 1,800.00	\$ 1,800.00	\$ 11,500.00	\$ 11,500.00	\$ 10,000.00	\$ 10,000.00
2	Maintenance and Protection of Traffic Including Signs and Flagperson	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 55,000.00	\$ 55,000.00	\$ 8,000.00	\$ 8,000.00
3	Erosion Control	1	LS	\$ 600.00	\$ 600.00	\$ 5,550.00	\$ 5,550.00	\$ 4,000.00	\$ 4,000.00
4	Rock Removal	50	CY	\$ 75.00	\$ 3,750.00	\$ 200.00	\$ 10,000.00	\$ 75.00	\$ 3,750.00
5	Select Granular Fill	50	CY	\$ 2.40	\$ 120.00	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00
6A	Furnish and Install 8-Inch Diameter DR-18 PVC Water Main	7,600	LF	\$ 27.40	\$ 208,240.00	\$ 34.00	\$ 258,400.00	\$ 40.00	\$ 304,000.00
6B	Furnish and Install 12-Inch Diameter DR-18 PVC Water Main	20	LF	\$ 74.00	\$ 1,480.00	\$ 95.00	\$ 1,900.00	\$ 70.00	\$ 1,400.00
8A	Directional Drilling with 8-Inch DR-11 HDPE Water Main (No Casing Pipe)	120	LF	\$ 186.60	\$ 22,392.00	\$ 160.00	\$ 19,200.00	\$ 90.00	\$ 10,800.00
9A	Furnish and Install 8-Inch In-Line Gate Valves, Complete	5	EA	\$ 1,528.00	\$ 7,640.00	\$ 1,750.00	\$ 8,750.00	\$ 2,000.00	\$ 10,000.00
10C	Furnish and Install Hydrant Assemblies in Oakfield	5	EA	\$ 4,997.00	\$ 24,985.00	\$ 6,050.00	\$ 30,250.00	\$ 4,000.00	\$ 20,000.00
11A	Furnish and Install 1-Inch Long Side Water Service With Saddle	4	EA	\$ 1,847.50	\$ 7,390.00	\$ 2,450.00	\$ 9,800.00	\$ 2,000.00	\$ 8,000.00
11B	Furnish and Install 2-Inch Long Side Water Service With Saddle	1	EA	\$ 3,590.00	\$ 3,590.00	\$ 7,150.00	\$ 7,150.00	\$ 3,000.00	\$ 3,000.00
12A	Furnish and Install 1-Inch Short Side Water Service With Saddle	1	EA	\$ 1,847.00	\$ 1,847.00	\$ 1,600.00	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00
12B	Furnish and Install 2-Inch Short Side Water Service With Saddle	1	EA	\$ 2,736.00	\$ 2,736.00	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00
13B	Furnish and Install New 2-Inch Meter Pit Setter Box for 2" Meter	2	EA	\$ 5,509.00	\$ 11,018.00	\$ 2,100.00	\$ 4,200.00	\$ 2,000.00	\$ 4,000.00
14A	Dry Connection to Existing 12-Inch Water Main with New 12-Inch Water Main	1	EA	\$ 6,261.00	\$ 6,261.00	\$ 3,550.00	\$ 3,550.00	\$ 5,000.00	\$ 5,000.00
14B	Dry Connection to Existing 8-Inch Water Main with New 8-Inch Water Main	1	EA	\$ 1,854.00	\$ 1,854.00	\$ 3,400.00	\$ 3,400.00	\$ 5,000.00	\$ 5,000.00
17	Stone Driveway Restoration	120	LF	\$ 7.30	\$ 876.00	\$ 25.00	\$ 3,000.00	\$ 5.00	\$ 600.00
18	Tree Protection & Tunneling	1	EA	\$ 180.00	\$ 180.00	\$ 140.00	\$ 140.00	\$ 1,000.00	\$ 1,000.00
CTA-1	Compaction Testing Allowance	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Total Alternate Bid 2 - Lewiston Road 8-Inch Water Main					\$ 320,759.00		\$ 438,690.00		\$ 406,050.00

Mark Masse

STAMP Committee
March 24, 2020

Monroe County Water Authority (MCWA) Main Extension Agreement for the construction of the Pembroke line

Discussion: MCWA has submitted and agreement for engineering, construction and repair deposit associated with the construction of the transmission main in the Town of Pembroke. MCWA is the retail provider of water in the Town of Pembroke. This contract will only cover work that is completed in the Town of Pembroke.

Fund commitment: The \$6,911.20 is covered under the \$4 million County funds.

Committee action request: Recommend approval to the full Board to approve the \$6,911.20 contract to MCWA for engineering, construction and repair deposit associated with the construction of the transmission main in the Town of Pembroke.



Monroe County Water Authority
MAIN EXTENSION AGREEMENT

This MAIN EXTENSION AGREEMENT (the "Agreement") by the **Monroe County Water Authority**, a New York public benefit corporation having its principal office at 475 Norris Drive, Rochester, New York 14610, hereinafter referred to as the "Authority", and Genesee County Economic Development Center, having an address of 99 MedTech Drive, Suite 106, Batavia, N.Y. 14020 hereinafter referred to as the "Developer".

WHEREAS, the Developer is seeking water system improves situated in portions of the retail area in the Town of Pembroke, Genesee County, New York, along Alleghany Road (NYS Route-77); and

WHEREAS, the Developer desires to install water mains therein, which, when completed in accordance with the terms of this Agreement, will be accepted by the Authority as part of its system, the mains proposed to be constructed (the "water main extension") being described as follows:

9,800 feet of 12-inch water main and appurtenances in ROW the of Alleghany Road (NYS Route-77), without services (No services installed in project) as depicted in plans prepared by Clark Patterson Lee and entitled "GENESEEE COUNTY ECONOMIC DEVELOPMENT CENTER - STAMP OFFSITE WATER MAIN - PHASE#4" dated 7/31/2018 (with the latest revision date of 2/14/2020) and signed and approved by the Authority on 2/19/2020 (the "Approved Plans").

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Water System Design & Installation

- a) The Developer agrees to adhere to the Authority's *Rules for the Sale of Water and the Collection of Rents and Charges*, latest revision, which are hereby made a part of this Agreement by reference.
- b) The Developer agrees that all work performed and material and equipment required under this Agreement shall conform to all requirements in the Authority's *Uniform Design and Construction Standards for the Extension of Water Distribution Systems*, latest revision. Copies of this document are available for inspection at the Authority's principal office and are hereby made a part of this Agreement by reference.
- c) The Developer shall take sole responsibility for the proper completion of the water main extension. The water main extension shall be completed by the Developer, at Developer's own expense, in conformity with the Approved Plans.
- d) Any changes to the Approved Plans, before or after construction, require the Authority's written approval, in advance, and will be made at the Developer's expense, including, but not limited to, abandonment of any services or other facilities that will not be in use at the end of the Guarantee Period.
- e) The work shall be performed in a professional and proper manner according to the terms stated in this Agreement, the Approved Plans, applicable permits, laws and regulations, and related documents. The work shall also be performed in a manner that prevents injuries to persons and damage to property and utilities.

2. Charges

The Developer will, simultaneously with the execution and delivery of this Agreement, pay to the Authority:

Description	Charge*
Engineering Services Includes reviewing proposed drawings submitted by the Developer's Engineer, finalizing the Developer's Main Extension Agreements, coordinating construction phase issues, closing out projects, and updating of final Authority records and mapping.	\$850.00
Construction Phase Services Includes providing part time field inspection, witnessing pressure testing, coordinating with Authority Operations, confirmation of final punch lists, completion of red-line drawings, and creating hydrant, valve and service tap cards.	\$4,561.20
Account Application Charge	N/A
Meter Installations N/A (No services installed in project)	N/A
Tap Installations For making all taps or connections over 2 inches to existing mains. Taps 2 inches and smaller for "Exception Lots" (on existing mains) must be applied for individually and any costs associated with such taps shall be an additional cost to be born exclusively by the Developer.	N/A
Repairs Deposit	\$1,500.00
Total	\$ 6,911.20

*The charges in this schedule include actual costs for Authority labor, equipment, and materials associated with each of the services described above.

3. Water Main Upgrade

Developer agrees to install the water main size specified by the Authority, in accordance with the requirements of the *Uniform Design and Construction Standards for the Extension of Water Distribution Systems*, latest revision.

4. Service Connections

- a) During installation of the water main extension, the Developer shall install all service connections for each lot from the new water mains shown on the Approved Plans at the same time the main extension is installed. There shall be no advance services in industrial or commercial developments unless specifically approved, in writing, by the Authority.
- b) The Authority is not responsible for installing the service from the curb stop, at the property line or easement line, to the meter location in the building.

- c) During the Guarantee Period, the Developer shall be responsible for the care and maintenance of each curb box and for lowering or raising to final grade each curb box at such time as a building is constructed and the lawn grade is established, notwithstanding the sale of the lot served thereby.
- d) The Developer agrees that all service "turn-ons" are to be made by Authority personnel at the time the meter is set. No water is available from the service until Authority personnel activate it.
- f) For exception parcels, the Authority reserves the right to install all new service connections to existing mains, except those requiring a pavement cut in a New York State right of way, and the Developer shall pay the Authority in advance for this work in accordance with the Authority's Current Rate Schedule. These payments shall be in addition to the payments to be made by the Developer as set forth under other sections of this Agreement. Developer is responsible to make individual applications for each service connection to existing mains six (6) to eight (8) weeks before the service is needed.

5. Developer's Guarantee

- a) The Developer guarantees that the design, workmanship, materials, and equipment used in the construction of the water main extension shall be free from defects and flaws, that they shall be in accordance with the Approved Plans, and that they shall satisfy all performance test requirements included in the *Uniform Design and Construction Standards for the Extension of Water Distribution Systems*, latest revision.
- b) The Guarantee Period is for a minimum of one year. The Guarantee Period shall formally commence when the health sample has passed and the Authority receives all required submittals and issues a letter stating so. The Guarantee Period may be extended by the Authority during winter months and for non-compliance.
- c) During the Guarantee Period, the Developer is responsible for all costs of repair or replacement of any work, equipment or material, or parts thereof, which fail to meet the Developer's Guarantee, and also for the repair of all failures or deficiencies not covered by the Guarantee, but that are required for maintenance of the system, within the Guarantee period.
- d) Any repairs or changes to the water main extension during the Guarantee Period must be performed by the Authority at the Developer's expense, unless the Authority specifically allows the Developer to perform the work.
- e) In the event that repairs or changes to the water main extension can, at the Authority's sole determination, be made by the Developer, a letter is sent to the Developer itemizing the required work and establishing a 14 day completion period.
- f) The Authority shall perform a final inspection before the end of the Guarantee Period and will notify the Developer of any items that require repair, adjustment or replacement. The work shall be completed by the Authority or Developer as stipulated by the Authority.
- g) The cost of work performed by the Authority for work covered by the Developer's Guarantee will be deducted from the Repairs Deposit (Article 2, above).

- i. If at the time of the Authority's final acceptance of the water main extension, the Authority shall have accrued actual costs in an amount less than the Repairs Deposit, the Authority shall refund to the Developer the amount by which the Repairs Deposit exceeds the Authority's actual costs, provided the Developer shall have performed all of its obligations under this Agreement.
 - ii. If at any time during the Guarantee Period the Authority's actual costs exceed the Repairs Deposit, the Developer shall pay the Authority all costs above the Repairs Deposit within thirty (30) days of the issuance of an invoice by the Authority.
- h) The Developer shall notify the Authority immediately of any leaks or failures of any kind detected on the water main extension during the Guarantee Period.

6. Indemnification

- a) To the fullest extent permitted by law, the Developer shall defend (with counsel satisfactory to the Authority), indemnify, and hold harmless the Authority, its members, officers, agents, representatives, and employees from and against all liabilities, claims, damages, judgments, losses, expenses and demands of any kind whatsoever (including but not limited to all attorneys' fees, even those incurred in enforcing this indemnification provision), which arise out of or result directly or indirectly from (i) the construction and development of the water main extension, performed by the Developer, its contractors, subcontractors, sub-subcontractors, suppliers, vendors, agents, officers, employees, and anyone directly or indirectly employed by Developer or anyone for those acts any of them may be liable or (ii) the failure of Developer to perform its obligations hereunder. The Developer's obligation to indemnify the Authority under this provision includes, but is not limited to, all liabilities, claims, damages, judgments, losses, expenses and demands of any kind whatsoever for:
- i. Injuries to any persons (including, without limitation, the Developer's employees or others) for bodily injury, disease, mental anguish, sickness, or death, and/or
 - ii. Injuries to any property, including without limitation, the loss of use resulting therefrom.
- b) Without limiting the generality of the foregoing, the obligation to indemnify under this article is to apply irrespective of any breach of a statutory obligation or the application of any rule of apportioned or comparative liability except to the extent that the alleged liability and damage are caused by the negligence of the Authority and indemnification hereunder is precluded by statute.

7. Insurance Requirements

The Developer and every contractor and subcontractor engaged in any part of the work shall secure and maintain until the end of the Guarantee Period the insurance specified in the following schedule. Insurance shall be provided in the following amounts until successful completion of the Guarantee Period and the final acceptance of the main(s) and appurtenances:

Type of Insurance	Single Limits of Liability To Cover Bodily Injury and Property Damage
<p>A. Comprehensive General Liability Insurance Which includes the following:</p> <ul style="list-style-type: none"> ◆ Public Liability (XC, U Property damage exclusion eliminated) ◆ Contractual Liability including "hold harmless" clause ◆ Products Liability - Completed Operations ◆ Contractor's Protective Liability 	<p style="text-align: center;">\$1,000,000 Single Limit</p> <p style="text-align: center;">\$2,000,000 Annual Aggregate</p>
<p>B. General Comprehensive Auto</p> <ul style="list-style-type: none"> ◆ Owned Vehicles ◆ Hired Vehicles ◆ Non-Owned Vehicles 	<p style="text-align: center;">\$1,000,000 Single Limit</p>
<p>C. Workmen's Compensation & Employer's Liability Insurance</p>	<p style="text-align: center;">Statutory</p>
<p>D. Umbrella/Excess Liability</p>	<p style="text-align: center;">Optional Single Limit</p>
<p>The Developer - and only the Developer - must have the Authority named as an Additional Insured under the Comprehensive General Liability Insurance.</p>	

The only exceptions to the insurance requirements being the following:

1. Developers who have no employees need not provide Worker's Compensation Insurance; and
2. Developers who have no vehicles need not provide Comprehensive Automobile Liability Insurance; and
3. The Umbrella Excess Liability coverage is needed only to bring the Comprehensive General Liability and/or the General Comprehensive Auto to the required limits.

All policies shall be written so as to require the insurer to provide the Authority with at least thirty (30) days' written notice of any cancellation, expiration, lapse, modification, or restrictive amendment.

If the initial insurance expires prior to the end of the Guarantee Period, renewal certificates shall be furnished at least thirty (30) days prior to the date of expiration.

6.3

15

8. Certificate of Insurance

Each insurance carrier for the Developer, contractor, and subcontractor(s) will complete and submit a Certificate of Insurance on the standard ACORD form. It shall be the responsibility of the Developer to ensure that all their contractors and subcontractors comply with all the insurance requirements described above. Fully executed Certificates of Insurance shall be delivered to the Authority with this Agreement. The Developer and its contractor(s) may not commence work until all insurance requirements are met.

9. Compliance with All Laws

- a) The Developer shall be solely responsible for compliance with all laws, including but not limited to, all federal, state and municipal statutes, rules, regulations, orders and ordinances applicable to the work performed.
- b) Every provision of law required to be inserted herein by law shall be deemed to be part of the Agreement as if fully set forth herein; and any such provision shall be inserted specifically by amendment to this Agreement upon the request of either party.

10. Easements

In the event the Developer is unable or unwilling to deliver the easement(s) deemed reasonably necessary by the Authority in order to complete the improvements contemplated hereunder in accordance with the Approved Plans, then, in such event, the Authority shall be under no obligation to perform its obligations under this Agreement.

11. Authority Property

On the completion date, the Authority accepts the water main extension for ownership and operation and, from that date, the extension shall be and remain the property of the Authority, its successors and assigns. The Authority shall have the absolute right to extend the water main extension in or to other public or private lands without limitation and without notice to the Developer or incurring any obligation to the Developer whatsoever.

IN WITNESS WHEREOF, each corporate body has caused this Agreement to be signed by its duly authorized officer or, if any of the parties are an individual or partnership, has signed this Agreement this _____ day of _____, 20____.

MONROE COUNTY WATER AUTHORITY

By: _____
Stephen M. Savage, P.E., Director of Engineering

Genesee County Economic Development Center, DEVELOPER

By: _____

(Please Print Name & Title)

Notary Acknowledgement

State of New York
County of _____ } ss:

On the _____ day of _____ in the year 20____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Notary Acknowledgement - MCWA

State of New York
County of Monroe } ss:

On the _____ day of _____ in the year 20____, before me, the undersigned, a notary public in and for said state, personally appeared **Stephen M. Savage**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

603

17



Monroe County Water Authority
 475 Norris Drive
 Rochester, NY 14610
 (585)442-2000 fax (585)442-0220

DME PAYMENT

Developer

Name Genesee County Economic Development Center
 Address 99 MedTech Drive, Suite 106
 City Batavia, State NY
 Phone (585)343-4866 ZIP 14020

Date 2/24/2020
 Project Name STAMP OFFSITE WM
 PHASE#4
 (Pembrook)

Qty	Description	Unit Price	TOTAL
1	Engineering Review:	\$850.00	\$850.00
1	Construction Phase Inspection and Testing (Lump Sum):	\$4,561.20	\$4,561.20
0	Account Application Charge (No Services in Project)	\$25.00	\$0.00
0	Meter and remote-reader:	\$215.00	\$0.00
0	TAP INSTALLATION (\$400.00 per tap)	\$400.00	\$0.00
1	REPAIRS DEPOSIT	\$1,500.00	\$1,500.00
*Alleghany Road (NYS Route-77): 12" DIP: 9,800 ft.			

Payment Details

Please submit checks only

TOTAL	\$6,911.20
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Please keep this Payment Form. Payment of the above total is required with BOTH signed and notarized Main Extension Agreements.



MONROE COUNTY WATER AUTHORITY
P.O. Box 10999 • 475 Norris Drive • Rochester, New York 14610-0999
Phone: (585) 442-2000 Fax: (585) 442-0220

February 26, 2020

Genesee County Economic Development Center
99 MedTech Drive, Suite 106
Batavia, N.Y. 14020

**Re: GCEDC - STAMP OFFSITE WATER MAIN - PHASE#4
Town of Pembroke**

Dear Developer:

Enclosed are two Main Extension Agreements for the above project as specified by the Water Authority's "Uniform Design and Construction Standards for Extending Water Distribution Systems". Please sign both Agreements (signature must be notarized) and return them with a check for \$6,911.20 and the appropriate Certificates of Insurance, as outlined on Page 5 of the MEA.

Following are the other items required by the Water Authority's regulations before an inspector witnesses the construction:

- A copy of the Contractor's and Developers Certificate(s) of Insurance.
- Four copies of the utility plan and one complete set of plans in .pdf format, signed by all agencies and a computer disk or E-mail (address: henk.desmidt@mcwa.com) of the project's utility plan in ACAD format. We currently use ACAD Release 2010.
- The Genesee County Health Department's Approval of Plans form.

Contact me at 442-2001, extension 453, at least 10 days prior to the start of construction to inform the Authority of the start date and for any questions you may have.

Sincerely,

Cory W. Neefus IV, P.E.
cory.neefus@mcwa.com
Engineering Department

Enc.

Cc: Jeremy DeLyser, P.E., Clark Patterson Lee