

January 21, 2022

Hon. Michael J. Sidari, Mayor
Village of Medina
119 Park Avenue
Medina, New York 14103

Re: Medina Water System: Preliminary Engineering Report

Subj: Professional Services Proposal

File: 702.4351

Dear Mr. Sidari:

Barton & Loguidice, D.P.C. (B&L) is pleased to submit this proposal to provide engineering support to the Village of Medina for creating a capital improvement plan to upgrade their drinking water system. The activities described in this proposal are based on conversations with the Village, as well as, our experience with similar types of projects.

Background

The Village of Medina owns and operates a drinking water system that was originally constructed around 1905. The Village has been purchasing water from the Niagara County Water District since the late 1950s and is responsible for operating and maintaining a water storage tank, booster pump station, and about 23 miles of water main. The majority of the systems water mains are antiquated, undersized, and some have not been updated since original construction. This has resulted in water loss rates of between 20% and 50% and costs the Village an estimated \$60,000 to \$125,000 per year. The Village is looking for a consultant to conduct an engineering study and develop a capital improvement plan that outlines recommended system improvements. The Village would like the study to be in the form of a Funding Agency compliant Preliminary Engineering Report (PER) that can be used to help leverage implementation funding.

Scope of Services

Based on the above, B&L proposes the following Scope of Service for preparing a Preliminary Engineering Report (PER) for a Water System Improvements capital project:

- A. Project Kickoff Meeting and Site Visit
 1. B&L will coordinate and attend a project kickoff meeting to further discuss the proposed Medina Water System Improvement project with Village representatives. At this meeting, current operation and maintenance programs and known system deficiencies will be



discussed. Following the meeting, B&L will coordinate a site visit with Village of Medina water operators to tour and conduct visual inspections of the water storage tanks, pump stations, and deficient areas of the distribution facilities.

B. Water System Evaluation

1. Review Village records including water use data (latest three (3) years), past hydrant flow and ISO test reports, water storage tank inspection reports, engineering reports, DOH inspection reports, individual metered data, as-built/contract drawings, etc.
2. Develop a GIS orthoimagery based map of the Village Water System showing approximate locations of water facilities. It is anticipated that the Village of Medina water operators will assist in reviewing and correcting the GIS based map to ensure accuracy. If locations of existing infrastructure is not available, it is assumed the Village will be responsible for accurately locating this infrastructure to be incorporated in the water system map.
3. Develop a preliminary hydraulic model of the distribution system to identify and/or confirm deficient areas (i.e., low fire flow, low residual pressure, areas of "excessive" pressure, etc.).

C. Recommended Improvements and Estimated Project Costs

1. Evaluate improvements to the water system to address identified deficiencies listed above. Develop a prioritized listing of improvements in consideration of health and safety, critical nature to system operation and maintenance, cost, etc.
2. Prepare opinions of probable project costs to implement recommended improvements based on competitive bidding in accordance with General Municipal law, and in consideration of available funding program requirements.

D. Preliminary Engineering Report (PER)

1. B&L will further review, interpret, correlate, and summarize the data provided by the Village of Medina and collected during previous tasks. B&L will recommend and estimate costs for upgrades to the water system. The PER will be funding agency compliant and generally include the following:
 - i. Executive Summary
 - ii. Introduction
 - iii. Project Area and Background Information
 - iv. Site Information and Environmental Conditions
 - v. Ownership and Service Area
 - vi. Existing Facilities
 - a. Description and History
 - b. Site Layout
 - c. Unit Process Assessment
 - d. Notable Deficiencies
 - e. Definition of the Problem



- vii. Alternative Analysis
 - a. Alternative No. 1 – No Action
 - b. Alternative No. 2
 - c. Alternative No. 3
- viii. Summary and Comparison of Alternatives
 - a. Summary
 - b. Non-Monetary Factors
 - c. Capital Costs
 - d. O&M Costs
 - e. Short Lived Asset Replacement Cost
 - f. Life Cycle Cost Analysis
- ix. Recommended Alternative
 - a. Basis of Selection
- x. Project Financing
- xi. Environmental Review
- xii. Recommendations for Project Implementation
- xiii. Conclusion
- xiv. Figures and Appendices
 - a. Project Location Map
 - b. Environmental Mapping
 - c. Site Visit Photos
 - d. Improvement Figures/Sketches
 - e. Itemized Cost Estimate
 - f. Project Financing
 - g. Smart Growth Assessment Form

E. Project Workshop

- 1. B&L will coordinate a meeting with the Village of Medina to review the Preliminary Engineering Report and the next steps required to upgrade the drinking water system. B&L will invite funding agencies, if desired, to this meeting to review the report.

F. Project Development and Funding Assistance

- 1. B&L understands the importance of project development and obtaining funding in order to implement a capital improvement project following completion of a PER. B&L will assist the with the following:
 - i. Submit the PER to the NYSEFC for listing on the DWSRF Intended Use Plan
 - ii. Applying for a Water Infrastructure Improvement Act (WIIA) Grant

G. Environmental Review and State Environmental Quality Review Act (SEQR)

- 1. B&L will prepare a State Environmental Quality Review Act (SEQRA) Long Form Environmental Assessment Form (FEAF) and assist the Village and its attorney with completing a coordinated environmental review for a Type I Action in advance of authorization of the proposed improvements for SEQR and SERP compliance. We will:



- i. Contact various environmental agencies, including the New York State Office of Parks, Recreation, and Historic Preservation (NYSOPRHP), NYSDEC, USEPA, etc. relative to cultural resources, wetlands, threatened or endangered species in the project area;
- ii. Prepare an Interested/Involved Agency list, Lead Agency Intent letters, and necessary resolutions for an anticipated determination of "no significant environmental impact";
- iii. Coordinate all SEQR related documents with the Village attorney, incorporate his review/comments as required.

Fee for Services

For the Scope of Services presented above, Barton & Loguidice, D.P.C (B&L) proposes to be compensated on a lump sum basis for a fee of Twenty Five Thousand Dollars (\$25,000.00). Invoices would be monthly based upon the services completed as of the invoice date. Services beyond those outlined above would be considered an additional service and would not be completed without prior Village Board authorization. This project will be in accordance with our Standard Terms and Conditions for Professional Engineering Services (copy attached). Authorization of these services may be done by signature below.

Should you have any questions or if you would like to discuss the project, please do not hesitate to contact us.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, appearing to read 'Eric A. Pond', is written over a horizontal line.

Eric A. Pond, P.E.
Senior Vice President

MJZ/tlh

Attachment

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Medina Village Board to proceed with the services described herein in accordance with the attached Terms and Conditions.

Hon. Michael J. Sidari, Mayor
Village of Medina

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. (“ENGINEER”)

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as “Agreement”.

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.0 Termination

If Engineer’s services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor’s work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor’s work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor’s work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer’s own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other’s employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer’s total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer’s scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a “municipal advisor” as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.