

WESTCHESTER JOINT WATER WORKS

Pre-Meeting Packet

For

Tuesday, March 9, 2021 at 3:30 p.m.

Board Meeting

NOTICE OF MEETING
WESTCHESTER JOINT WATER WORKS
BOARD OF TRUSTEES
MEETING

The Westchester Joint Water Works Board of Trustees Meeting has been scheduled for:

DATE: **March 9, 2021**

DAY: **Tuesday**

TIME: **3:30 p.m.**

LOCATION: **Westchester Joint Water Works**
 1625 Mamaroneck Avenue
 Mamaroneck, NY 10543

Due to coronavirus concerns and in accordance with the Governor's Executive Order 202.1, the public will be able to attend the meeting remotely through an audio conference – access information to be provided in advance of the meeting on WJWW's website, www.wjww.com

If you have any questions, please call (914) 698-3500, extension 610.

**WESTCHESTER JOINT WATER WORKS
BOARD OF TRUSTEES MEETING AGENDA**

Tuesday, March 9, 2021 at 3:30 p.m.

In

Main Office Conference Room

Due to coronavirus concerns and in accordance with the Governor's Executive Order 202.1, the public will be able to attend the meeting remotely through an audio conference – access information to be provided in advance of the meeting on WJWW's website, www.wjww.com and can also be accessed via the Zoom link below:

Join Zoom Meeting

<https://zoom.us/j/92913064695?pwd=eVV5VGRzMfQwRGx6MnZQazVVaklJdz09>

Meeting ID: 929 1306 4695

Password: 002934

Dial by your location: +1 929 205 6099 US (New York)

I. APPROVAL OF MINUTES

- February 23, 2021 Board Meeting

II. FINANCIAL REPORTS AND APPROVALS

- Bank Balances
- Approval of Claims
- General Administration
 - UV Facility Electrical Bid Review and Award
 - Resolution to Appoint Hearing Officer for Personnel Matter
 - Resolution to Rescind Backflow Testing Policy
 - Status of Audit, Budget and Multi-Year Plan
 - Rye Lake Filtration Plant
 - o Nexus Creative Consulting Services Phase Two Proposal
 - o Microsite Status

III. OLD BUSINESS

- Project Updates

IV. MANAGER'S REPORT

V. NEW BUSINESS

VI. CONSIDERATION OF EXECUTIVE SESSION

VII. DATE OF NEXT MEETING - TBD

WESTCHESTER JOINT WATER WORKS
Board of Trustees Meeting
Tuesday, February 23, 2021 at 3:30 p.m.

The meeting was called to order at 3:32 p.m. with the following members present (via video conference):

Present:

- Trustees: Ron Belmont, Tom Murphy, Nancy Seligson
- Lori Lee Dickson, General Counsel
- Paul Kutzy, Manager
- Frank Arcara, Chief Water Treatment Plant Operator 1-B
- Jacqueline Briggs, Assistant Civil Engineer
- Zach Wasp, Junior Civil Engineer

Approval of Minutes

Trustee Belmont made a motion to approve the minutes of the February 9, 2021 Board meeting. Trustee Murphy seconded the motion, all in favor:

Trustee Seligson	"aye"
Trustee Belmont	"aye"
Trustee Murphy	"aye"

Financial Reports and Approvals

The Business Director reviewed bank balances and presented claims to the Board highlighting significant items, among them: NYC December 2020 Water Purchases, Distribution System Repairs, Payroll & Related Items, NYSHIP Monthly Health Insurance Premium and SCADA and Operations Assistance Engineering Services.

Approval of Claims: Trustee Murphy made a motion to approve 141 claims totaling \$1,356,134.00. Trustee Belmont seconded the motion, all in favor:

Trustee Seligson	"aye"
Trustee Belmont	"aye"
Trustee Murphy	"aye"

General Administration:

- Rye Lake Filtration Plant: General Counsel stated that this project is still in a holding pattern because no official decision has been received by the DEC regarding the challenge to the Lead Agency status. The decision is expected soon, as additional information had been requested by and submitted to DEC by WJWW Special Counsel, as previously reported. General Counsel hopes to have a definitive answer at the next Board meeting. In terms of the draft Scope, WJWW's qualified and expert consultants are continuing to conduct environmental reviews, investigations and site work, to make sure it's ready to go when appropriate. Counsel reminded the Board that this consulting work is a necessary regardless of who is determined to be Lead Agency. Also, a proposal from the architectural firm, Nexus Creative Consulting Services, will be circulated to the Board for consideration at the next meeting.

Old Business

- **Rye Lake Pump Station:** The Chief Water Treatment Plant Operator explained to the Board that on Friday, February 19, 2021, at approximately 6:15 p.m., he received a call from WJWW staff who informed him that the emergency generators at the Rye Lake Pump Station came on but that there was no emergency power to the pump station. Suspecting that the issue was related to a switch gear not engaging, WJWW staff immediately notified Lanza Electric and Huntington Power to come on-site and to transfer the switch manually.

The Chief Water Treatment Plant Operator explained that the emergency power switched over because there was a brown-out, meaning that there was not a total power outage, just diminished power. This brown-out was contained to WJWW property only and was due to an on-site issue. Upon further investigation by the team, it was determined that the disruption to power was the result of a short on the buss bar, which is a copper bar that runs through the exterior wall between the main power source and the generator. The buss bar will have to be replaced by General Electric and inquiries are currently being made as to the timing of this replacement. To fully diagnose the issue, the emergency generators will be safely shutdown at the appropriate time.

A temporary solution to bypass the buss bar which included running overland electrical connections and back feeding the pumps, has been successful. At this time all systems are running and it is expected that the bus bar will be replaced in approximately two weeks. The Manager mentioned that this event was the result of a freak accident, which could not have been anticipated and was not related to any other work expected to be done, ultimately, at this site. He also explained that the rental of the generator is approximately \$36,000 a month. In terms of service, there was no disruption of service to WJWW customers during this event, thanks to the addition of the Kenilworth Tank, which allowed the Chief Water Treatment Plant Operator to move water up north through WJWW system, to the high service area.

Manager's Report

No Manager's Report needed at this time.

New Business

- **SCADA System Security Upgrades Proposal:** The Manager introduced Steve Robbins and Tim Maynard of Woodard & Curran, who presented the Board with a proposal to make security upgrades to the WJWW SCADA system. The Trustees expressed concern that the proposal seemed to be an overhaul of the existing SCADA system. Mr. Robbins explained that this proposal was not a replacement of the existing system, but instead involved system modifications that upgrade and enhance elements of the existing system to ensure the appropriate level of cyber security protections are maintained. Mr. Robbins also explained that WJWW has been speaking with Woodard & Curran about these upgrades for some time and that they are not in response to any particular threat, but are necessary in order to stay current with hardware and software protection needs.

The proposal includes updates to computers and related software that will allow for continued secure, remote access to the SCADA system for both WJWW operators and Woodard & Curran technicians and to ensure that data management is kept up to current standards. It was suggested that the proposal be reworked to better prioritize its elements and include a phased approach (with a 1-year to 3-year outlook) to distribute the financial impact of the upgrades. Mr. Robbins indicated that Woodard & Curran will rework the proposal and assured the Board that the WJWW system is currently secure and that the proposed upgrades will ensure that the system remains secure in the future.

- Howard Avenue / VOM : The Chief Water Treatment Plant Operator I-B reminded the Board that WJWW and ConEd were recently renewing water and gas lines at this location. Despite WJWW staff meeting with ConEd representatives on-site several times, ConEd mistakenly installed their gas line on the wrong side of the road, infringing on WJWW water line. Work to correct this error will add approximately \$30,000 to this local VOM project. The Chief Water Treatment Plant Operator would like better communication with the municipalities and suggests that WJWW be informed of any road opening permits being issued by the municipalities in the future, especially those related to ConEd projects.
- Westchester Avenue Wholesale Meter / Pressure Regulator Vault: A Joint Capital Project (A-1367) in the Town/Village of Harrison to install a Pressure Reducing Valve (PRV) and metering unit vault at the interconnection location at Westchester Avenue (TVOH) with an estimated total cost of \$250,000 (inclusive of subsurface investigations, construction, engineering, oversight and regulatory filings), was presented to the Board for approval. It was noted that this total cost, is actually \$200,000 less than what was initially estimated. This project is part of larger plan to comply with New York City's Demand Management Program and will improve WJWW operations. Trustee Belmont made a motion to approve the Joint Capital Project (A-1367) at an estimated total cost of \$250,000 to install a Pressure Reducing Valve (PRV) and metering unit vault at this interconnection location. Trustee Murphy seconded the motion, all in favor:

Trustee Seligson	"aye"
Trustee Belmont	"aye"
Trustee Murphy	"aye"

Executive Session

At 4:25 p.m., Trustee Murphy made a motion to go into Executive Session for advice of counsel and to discuss qualifications and matters of personnel related to disciplinary charges. Trustee Belmont seconded the motion, all in favor:

Trustee Seligson	"aye"
Trustee Belmont	"aye"
Trustee Murphy	"aye"

At 4:42 p.m., Trustee Murphy made a motion to leave Executive Session and return to the regular Board meeting. Trustee Belmont seconded the motion, all in favor:

Trustee Seligson	"aye"
Trustee Belmont	"aye"
Trustee Murphy	"aye"

Date of Next Meeting

The next Board of Trustees meeting is scheduled for March 9, 2021 at 3:30 p.m.

With no further business to discuss, Trustee Belmont made a motion to adjourn the meeting. Trustee Murphy seconded the motion:

Trustee Seligson	"aye"
Trustee Belmont	"aye"
Trustee Murphy	"aye"

The meeting adjourned at 4:44 p.m.

WESTCHESTER JOINT WATER WORKS
REPORT OF BANK ACCOUNT BALANCES WITH STERLING NATIONAL BANK
JANUARY 1, 2021 TO MARCH 9, 2021

[illegible]

WESTCHESTER JOINT WATER WORKS
CLAIMS LISTING FOR APPROVAL BY BOARD OF TRUSTEES
TUESDAY, MARCH 9, 2021

DATE OF MEETING	01/12/21	01/26/21	02/09/21	02/23/21	03/09/21	TOTAL
TOTAL NUMBER OF CLAIMS:	167	92	149	141	150	699
TOTAL NUMBER OF CHECKS:	150	83	140	133	141	647
AMOUNT OF CLAIMS & CHECKS	\$1,187,044	\$519,856	\$1,610,918	\$1,356,134	\$1,202,300	\$5,876,252
MAJOR CATEGORIES						
PAYROLL & BENEFITS	\$233,314	\$180,176	\$140,582	\$134,878	\$131,105	\$820,055
CHEMICALS, MATERIALS, PARTS	\$45,226	\$98,919	\$70,668	\$85,832	\$64,659	\$365,304
PERMITS/INSURANCES	\$99,466	\$5,400	\$0	\$89,508	\$14,924	\$209,298
PROFESSIONAL/ENGINEERING/LEGAL	\$69,267	\$2,838	\$14,272	\$86,017	\$17,502	\$189,896
NYC WATER BOARD/UNITED WATER	\$510,524	\$0	\$0	\$468,005	\$455,060	\$1,433,589
OFFICE & COMPUTER	\$11,495	\$320	\$25,493	\$9,095	\$10,524	\$56,927
UTILITIES & TELEPHONES	\$37,100	\$3,527	\$35,139	\$32,548	\$9,394	\$117,708
EMPLOYEE EDUCATION/EXPENSE	\$4,538	\$0	\$0	\$132	\$10,254	\$14,924
MEDICARE REIMBURSEMENTS	\$0	\$0	\$0	\$0	\$18,444	\$18,444
CUSTOMER REFUNDS	\$653	\$62,785	\$10,042	\$39	\$621	\$74,140
BLDGSGROUNDS IMPROVEMENTS	\$19,741	\$9,704	\$3,600	\$2,063	\$48,851	\$83,959
TAXES	\$0	\$33,809	\$4,030	\$0	\$7,642	\$45,481
AUTHORIZATIONS	\$155,720	\$122,204	\$45,550	\$79,608	\$338,502	\$741,584
O/S CONTRACTORS	\$0	\$174	\$660,693	\$368,409	\$74,818	\$1,104,094
TOTAL CLAIMS/CHECKS:	\$1,187,044	\$519,856	\$1,010,069	\$1,356,134	\$1,202,300	\$5,275,403
REIMB. FOR SEWER RENTS	\$0	\$0	\$600,849	\$0	\$0	\$600,849
DISTRIBUTIONS TO MUNIS	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL:	\$1,187,044	\$519,856	\$1,610,918	\$1,356,134	\$1,202,300	\$5,876,252

DATE OF MEETING	01/12/21	01/26/21	02/09/21	02/23/21	03/09/21	TOTAL
TOTAL NUMBER OF CLAIMS:	0	0	0	0	0	0
TOTAL NUMBER OF CHECKS:	0	0	0	0	0	0
AMOUNT OF CLAIMS & CHECKS	\$0	\$0	\$0	\$0	\$0	\$0
MAJOR CATEGORIES						
PAYROLL & BENEFITS	\$0	\$0	\$0	\$0	\$0	\$0
CHEMICALS, MATERIALS, PARTS	\$0	\$0	\$0	\$0	\$0	\$0
PERMITS/INSURANCES	\$0	\$0	\$0	\$0	\$0	\$0
PROFESSIONAL/ENGINEERING/LEGAL	\$0	\$0	\$0	\$0	\$0	\$0
NYC WATER BOARD/UNITED WATER	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE & COMPUTER	\$0	\$0	\$0	\$0	\$0	\$0
UTILITIES & TELEPHONES	\$0	\$0	\$0	\$0	\$0	\$0
EMPLOYEE EDUCATION/EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0
MEDICARE REIMBURSEMENTS	\$0	\$0	\$0	\$0	\$0	\$0
CUSTOMER REFUNDS	\$0	\$0	\$0	\$0	\$0	\$0
BLDGSGROUNDS IMPROVEMENTS	\$0	\$0	\$0	\$0	\$0	\$0
TAXES	\$0	\$0	\$0	\$0	\$0	\$0
AUTHORIZATIONS	\$0	\$0	\$0	\$0	\$0	\$0
O/S CONTRACTORS	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL CLAIMS/CHECKS:	\$0	\$0	\$0	\$0	\$0	\$0
REIMB. FOR SEWER RENTS	\$0	\$0	\$0	\$0	\$0	\$0
DISTRIBUTIONS TO MUNIS	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL:	\$0	\$0	\$0	\$0	\$0	\$0

**WESTCHESTER JOINT WATER WORKS
GENERAL FUND ACCOUNTS
TUESDAY, MARCH 9, 2021**

CASH BALANCE IN STERLING NATIONAL BANK:

GENERAL FUND	3/1/2021	\$	3,991,925.20
MONEY MARKET	3/1/2021	\$	1,207,069.72
TOTAL:		\$	5,198,994.92

NET ACTIVITY: FROM 3/1/2021 TO 3/9/2021
STERLING NATIONAL BANK

\$	(45,208.71)
\$	(45,208.71)

CASH AVAILABLE TO PAY CLAIMS:

GENERAL FUND:	3/9/2021	\$	3,946,716.49
MONEY MARKET	3/9/2021	\$	1,207,069.72
TOTAL:		\$	5,153,786.21

LESS:	UNAPPROVED CLAIMS:	\$	(1,077,302.77)
	OUTSTANDING CHECKS PRIOR PERIODS:	\$	(611,533.65)

CASH BALANCE AFTER PAYING CLAIMS: \$ 3,464,949.79

CLAIMS PAYABLE:

DATE	FROM	TO	
25-Feb-21	2102257	2012294	\$ 55,792.51
Check Nos.	61344	61381	
4-Mar-21	2103006	2103106	\$ 1,021,510.26
Check Nos.	61382	61482	

TOTAL CLAIMS PAYABLE: \$ 1,077,302.77

PAYROLL CLAIMS

(ZERO BALANCE CHECKING ACCOUNT)

DATE	FROM	TO	
24-Feb-21	2102995	2102299	\$ 62,576.12
Check Nos.	2252	2252	
3-Mar-21	2103001	2103005	\$ 62,421.71
Check Nos.	2253	2253	

TOTAL PAYROLL CLAIMS: \$ 124,997.83

TOTAL ALL CLAIMS: \$ 1,202,300.60

Prepared by: _____ David Birdsall, Business Director

Submitted by: _____ David Birdsall, Business Director

Approved by: _____ Nancy Seligson, Chairperson
Board of Trustees

VB REFERENCE	VENDOR NAME.....	AMOUNT DUE	DESCRIPTION
002103006	AIRGAS, INC	320.79	3/1/21-2/28/22 LEASE RENEWAL/AIRGAS HAZMART
002103007	AIRGAS, INC	213.64	(8) RENT CYLINDERS OXYGEN, CARBON DIOXIDE
002103008	AAA EMERGENCY SUPPLY C	168.00	(2) 2.5 FEMALE SWIVEL NY CORP ADAPTER
002102257	AUTODESK, INC	8,480.00	(4) ARCHITECTURE ENG & CONSTRUCTION COLLECT SUBSCR
002103009	B & A AUTOMOTIVE INC	1,078.44	1/29/ 20 FORD EXPL/STROBE LIGHT/ROTATE/REP TIRES
002103010	BEN ROMEO CO., INC.	855.90	FEBRUARY 21 PAILS SALT;ICE MELT PAILS;SNOW SHOWEL
002103011	BLUEBEAM, INC	349.00	BLUEBEAM REVU STANDARD USER LICENSE
002103012	CARMEL WINWATER WORKS	1,153.92	2020 DI MJ TAPT PLUG/WATER MAINS
002103013	CARMEL WINWATER WORKS	1,476.00	2020 MJ TEE; FLANGED TEE /LAKE ST PIT
002103014	CARMEL WINWATER WORKS	1,897.20	2020 MJ L SOLID SLV; MEGALUG / WATER MAINS
002103015	CARMEL WINWATER WORKS	1,700.00	(20) SWIVEL MNPT ADP / TEMP WATER/FLUSHING
002103016	CARMEL WINWATER WORKS	4,835.75	BALL CORP, CURB STOP, BEND, CPLG/INVENTORY
002103017	CARMEL WINWATER WORKS	348.00	(24) BLUE MONSTER DOPE / DISTRIBUTION
002103018	CARMEL WINWATER WORKS	2,340.00	(12) 6 FOSTER ADAPT / INVENTORY
002103019	CARMEL WINWATER WORKS	2,313.06	DUAL PRP SLV; TAPT PLUG; MEGALUG;PLUG S/INVENTORY
002103020	CARMEL WINWATER WORKS	2,410.30	DUAL PURPOSE SLV/12 MEGALUG/INVENTORY
002103021	CARMEL WINWATER WORKS	954.90	DUAL PURP SLV W/ACC 4 MJ; 10 MJ DUAL PRP SLV/INVEN
002103022	CARMEL WINWATER WORKS	740.00	(4) REPAIR CLAMP / INVENTORY
002103023	CO-COMMUNICATIONS, INC	3,710.00	A1364 JOINTRYE LAKE FILTRATION FACILITY
002103024	CENTURY BUILDING SERVI	1,777.03	FEBRUARY CLEANING SERVICE/EXTRA WASTE BAGS
002103025	CITY OF RYE COMPTROLLE	497.88	2021 CITY TAX BLOCK & LOT 200--1-10/PIPES VALVES E
002103026	CITY OF RYE COMPTROLLE	7,144.14	2021 CITY TAX BLOCK&LOT 200-1-9/PIPES VALVES ETC
002103027	CON EDISON GARAGE	4,038.69	1/22/21-2/23/21 GAS HEAT GARAGE
002103028	CON EDISON -PRV DISTR	46.39	1/20/21-2/19/21 ELECTRICITY STRATTON RD PUMP
002103029	CON EDISON -PRV DISTR	249.33	1/25/21-2/24/21 676 PURCHASE ST PUMP
002103030	CON EDISON -PRV DISTR	374.05	1/22/21-2/23/21 ELECTRICITY 1 ANDERSON HILL RD
002103031	CON EDISON	1,026.69	1/22/21-2/23/21 OFFICE GAS HEAT
002103032	CON EDISON	124.43	1/22/21-2/23/21 1 ST. PRV ELECTRICITY
002103033	CON EDISON	123.21	1/22/21-2/23/21 ELECTRICITY 1200 MAMARONECK A PRV
002103034	CORE & MAIN LP	4,509.00	(27) TRANSMITTERS (520M)
002103035	CORE & MAIN LP	19,874.88	1", 5/8", 3/4" SRII TPL METERS
002103036	DAKOTA SUPPLY CORP	2,685.00	ITEM 4 FOR WATER MAINS
002103037	DAKOTA SUPPLY CORP	2,759.76	ITEM 4 FOR WATER MAINS
002102258	PETER V DEVITTORIO	255.17	CUST REFUND DUE TO OVERPAYMENT ON FINAL BILL
002103038	PAULO DASILVA	271.35	CUST REFUND DUE TO OVERPAYMENT ON ACCOUNT
002103039	EASTCOM ASSOCIATES INC	91.00	REPAIR OF 4" CLAMP
002103040	EASTCOM ASSOCIATES INC	350.00	REPAIR OF RED DIGI CORR
002103041	ELQ INDUSTRIES	70,000.00	RETAINAGE PAYABLE BARRY AVE/MACY RD 16" WTR TRANSM
002102259	GEORGE BELSITO	445.50	1ST QUARTER 2021 MEDICARE REIMBURSEMENT
002102260	STEPHEN BISCEGLIA	445.50	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102261	JOSEPH CALDARARO	445.50	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102262	ORS C DEAK	891.00	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102263	DONALD DEFALCO	445.50	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102264	THOMAS A. DELCO	2,851.20	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102265	JENNIE DELITTO	445.50	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102266	RALPH FAGA	445.50	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102267	JOHN G HOCK	1,425.60	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102268	DORIS LECHNER	891.00	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002103042	DORIS LECHNER	6,965.00	FEBRUARY 2021 CONSULTING SERVICES
002102269	EDWARD MURRAY	891.00	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102270	BENNY ORSINO	445.50	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102271	JOHN QUADAGNO	891.00	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102272	DANIEL ROEDER	1,247.40	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102273	LOUIS SANTORO	891.00	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*

VB REFERENCE	VENDOR NAME.....	AMOUNT DUE	DESCRIPTION
002102274	LINDA STAIGER	445.50	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102275	MARTIN VIAPIANO	891.00	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102276	GEORGE WOHLLEBER	445.50	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102277	GRACIELA ZAMBRANO	445.50	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002103043	FAIRBANKS SCALES	745.00	2/16/21 MAINTENANCE AGREEMENT/REGULAR TESTS
002102278	FEDERAL EXPRESS CORP.	86.91	FEDEX 2/8/21 & 2/16/21 EASTCOME ASS & TOWN OF HARR
002103044	FERGUSON ENTERPRISES,	119.50	FREEZE BAG TO FREEZE SERVICE LINES/DISTRIBUTION
002103045	FERGUSON ENTERPRISES,	119.50	(2) FREEZE MACHINE TO FREEZE SERVICE LINES
002103046	FERGUSON ENTERPRISES,	6,440.00	(20) 1 METR YOKE
002103047	GREATAMERICA FINANCIAL	755.80	1/20/21-2/19/21 C8045 & C8035 COPIERS
002103048	HACH COMPANY	531.20	CHLORINE ACCUVAC / PLANTS
002103049	HACH COMPANY	39,801.00	YEARLY MULTI-SITE SERVICE AGREEMENT
002103050	HACH COMPANY	491.08	REAGENTS FOR PLANTS
002103051	HARPER HAINES FLUID CO	2,398.00	A1366 JOINT 1 ANDERSON HILL RD PRV
002103052	HAZEN AND SAWYER, P. C	19,462.36	A1364 JOINT RYE LAKE FILTRATION FACILITY
002103053	HAZEN AND SAWYER, P. C	3,508.06	A1364 JOINT RYE LAKE FILTRATION FACILITY
002103054	HAZEN AND SAWYER, P. C	78,485.85	A1364 JOINT RYE LAKE FILTRATION FACILITY
002103055	HAZEN AND SAWYER, P. C	2,480.99	A1364 JOINT RYE LAKE FILTRATION FACILITY
002103056	HAZEN AND SAWYER, P. C	164,065.86	A1364 JOINT RYE LAKE FILTRATION FACILITY
002103057	H2M ARCHITECTS + ENGIN	10,377.50	A1352 JOINT RYE LAKE UV FACILITY
002103058	H2M ARCHITECTS + ENGIN	414.50	A1352 JOINT RYE LAKE UV FACILITY
002103059	H2M ARCHITECTS + ENGIN	3,949.97	A1352 JOINT RYE LAKE UV FACILITY
002103060	H2M ARCHITECTS + ENGIN	4,727.40	A1362 JOINT WINGED FOOT TANK REHABILITATION
002103061	HUNTINGTON POWER	229.50	2/17/21 WINGED FOOT TANK LEVEL 2 LABOR
002103062	HUNTINGTON POWER	625.00	2/23/21 RYE LAKE UNIT 1 SERVICE
002103063	HUNTINGTON POWER	517.61	2/23/21 RYE LAKE UNIT 2 SERVICE
002103064	HUNTINGTON POWER	75.00	2/23/21 RYE LAKE UNIT 3 SERVICE
002103065	HUNTINGTON POWER	1,712.50	2/19/21 RYE LAKE UNIT 2 SERVICE
002103066	HUNTINGTON POWER	354.50	2/17/21 PURCHASE ST SERVICE
002103067	JOHNSON CONTROLS SECUR	114.72	2/1/21-4/30/21 ALARM MONITOR INSPECT/WINGED FOOT
002103068	JOHNSON CONTROLS SECUR	888.35	2/1/21-4/30/21 WJWW GARAGE ALARM MONITOR SERVICE
002103069	JOHNSON CONTROLS SECUR	826.52	2/1/21-4/30/21 WJWW OFFICE ALARM MONITORING SERV
002103070	K.R.B.VAC & JANITORIAL	889.70	JANUARY 2021 MISC ITEMS/PLANTS & DISTRIBUTION
002103071	LANZA'S ELECTRICAL CON	840.00	2/9/21 POST OFFICE SERVICE
002103072	LANZA'S ELECTRICAL CON	1,470.00	2/17/21 RYE LAKE PUMPHOUSE SERVICE
002103073	JACKSON LEWIS LLP	5,188.50	JANUARY 2021 PROFESSIONAL SERVICE/GENERAL MATTERS
002103074	JACKSON LEWIS LLP	1,921.50	2020 DECEMBER PROF SERVICES/GENERAL MATTER
002102279	METLIFE	4,524.24	MARCH 2021 DENTAL, LIFE & AD&D INSURANCE
002102280	MCI COMM SERVICE	38.56	FEBRUARY 2021 LONG DISTANCE / GENERATOR LINE
002102281	MCI COMM SERVICE	38.56	FEBRUARY 2021 LONG DISTANCE PURCHASE ST.
002102282	MCI COMM SERVICE	38.56	FEBRUARY 2021 LONG DISTANCE LAKE ST PLANT
002103075	MCI COMM SERVICE	38.56	FEBRUARY 2021 WEAVER ST PLANT LONG DISTANCE SERV
002103076	MCI COMM SERVICE	38.94	FEBRUARY 21 RYE LAKE LONG DISTANCE SERV
002103077	MCI COMM SERVICE	38.60	FEBRUARY 21 ALARM LINE OFFICE LONG DISTANCE SERV
002103078	MILES TREE EXPERTS, LL	2,200.00	JANUARY 2021 WEAVER ST PLANT/CLEAR SAPLINGS
002103079	MCCARTHY FINGAR LLP	6,528.00	A1364 JOINT RYE LAKE FILTRATION FACILITY
002102283	ROBERT ANDREWS SR	891.00	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102284	FRANCES CYMBROWSKY	445.50	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002102285	ERMELINDO MAUCIERI	445.50	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002103080	GRACE MONTEIRO	445.50	1ST QUARTER 2021 MEDICARE REIMBURSEMENT
002102286	JOHN MURRAY	891.00	1ST QUARTER 2021 MEDICARE REIMBURSEMENT*
002103081	NEXUS CREATIVE ARCHITE	5,025.00	A1364 JOINT RYE LAKE FILTRATION FACILITY
002103082	NELSON POPE VOORHIS	3,901.25	A1364 JOINT RYE LAKE FILTRATION FACILITY
002102287	MARY M NILAND	94.19	CUST REFUND DUE TO CUST DID NOT CANCEL AUTOPAY

VB REFERENCE	VENDOR NAME.....	AMOUNT DUE	DESCRIPTION
002103107	NYS AND LOCAL RETIREME	5,725.95	FEBRUARY 21 NEW YORK STATE RETIREMENT
002103083	NYC WATER BOARD	233,460.51	JANUARY 2021 SHAFT 22 BL90100, LOT1270, METER9940
002103084	NYC WATER BOARD	221,599.71	JANUARY 2021 RYE LAKE BL90100; LOT833; METER7909
002102288	OPTIMUM	171.44	2/23/21-3/22/21 OPTIMUM 200 INTERNET/GARAGE
002103085	PARACO GAS	493.53	2/17/21 (289) GLAS PROPANE RYE LAKE
002103086	PITNEY BOWES GLOBAL	619.65	12/30/20-3/29/21 POSTAGE MACHINE LEASING
002102289	READY REFRESH BY NESTL	498.35	1/15/21-2/14/21 DELIVERIES POLAND SPR WATER
002103087	ROSS VALVE MANUFACTURI	1,793.91	2/3/21 PURCHASE BOOSTER SERVICE
002103088	REGIONAL WATER AUTHORI	600.00	1/6/21 WATER SAMPLES
002103089	SWIFTREACH NETWORKS, L	1,575.00	FEBRUARY 21 SWIFT 911 MONTHLY
002103090	SPRAGUE OPERATING RESO	176.45	2/5/21 (102) GALS OF BIOHEAT LARCHMONT PLANT
002103091	TOWN OF MAMARONECK	10,400.00	2020 7/24/19-12/15/20 STREET OPENING PERMITS
002103092	TOWN OF HARRISON	70.00	A1373 JOINT PURCHASE BOOSTER STATION PRV MODIF
002103093	TOWN OF HARRISON	2,000.00	A1373 JOINT PURCHASE BOOSTER STATION PRV MODIFICAT
002102290	U LINE	2,065.89	48" ROLL-UP; EYE; EYE-SLING; RES. MAT; RAMBLER/PRV PIT
002102291	UNITED METRO ENERGY CO	637.04	2/8/21 (350) GALS OF GASOLINE/WJWW VEHICLES
002103094	UNITED METRO ENERGY CO	838.35	2/16/21 (450) GALS OF GASOLINE/WJWW VEHICLES
002103095	UNITED METRO ENERGY CO	490.28	2/22/21 (250) GALS OF GASOLINE WJWW VEHICLES
002103096	VEHICLE TRACKING SOLUT	319.84	JANUARY 21 (16) GPRS CELLULAR DATA USAGE
002103097	VERIZON BUSINESS FIOS	126.98	2/16/21-3/15/21 INTERNET RYE LAKE
002103098	VISION SERVICE PLAN	636.30	MARCH 2021 VISION INSURANCE
002103099	VITOLITE ELECTRIC SALE	283.60	PARK LANE SERVICE/ELECTRICAL SUPPLY
002103100	VITOLITE ELECTRIC SALE	24.37	PARK LANE SERVICE/ELECTRICAL SUPPLIES
002103101	THOMSON REUTERS-WEST	1,425.00	SUBSCRIPTION NY LAWS 2020
002103102	WASP ENGINEERING GROUP	4,800.00	A1377 V/M HOWARD AVE WATER MAIN REPLACEMENT
002103103	WASP ENGINEERING GROUP	5,980.00	A1366 JOINT 1 ANDERSEN HILL RD PRV REGULATOR
002102292	YALE SOFTWARE SOLUTION	2,448.00	2020 SEPTEMBER (17) HR INFORM/TECHNOLOGY SERVICE
002102293	YALE SOFTWARE SOLUTION	1,800.00	2020 NOVEMBER (12.5) HR INFORM/TECHNOLOGY SERVICE
002103104	YALE SOFTWARE SOLUTION	2,664.00	2020 OCTOBER (18.5) HOUR INFORM TECH SERVICE
002103105	YALE SOFTWARE SOLUTION	2,880.00	2020 DECEMBER (20) HOURS INFORM TECH SERVICE
002102294	XYLEM DEWATERING SOLUT	16,617.40	A1373 JOINT PURCHASE BOOSTER STATION PRV MODIF
002103106	F.B.WEBB COMPANY	11.28	(4) NIP BRASS/FLUSHING BLOW OFFS

** 1,077,302.77

*

09 002102295	STERLING NATIONAL BANK	16,393.17	#8 P/E 2/20/21 FEDERAL PAYROLL TAXES WITHHOLDING
09 002103001	STERLING NATIONAL BANK	16,459.25	#9 P/E 2/27/21 FEDERAL PAYROLL TAXES WITHHOLDING
09 002102296	NYS DEFERRED COMPENSAT	2,929.85	#8 P/E 2/20/21 NYS DEFERRED COMP
09 002103002	NYS DEFERRED COMPENSAT	2,806.59	#9 P/E 2/27/21 NYS DEFERRED COMP
09 002102297	NYS INCOME TAX	3,089.46	#8 P/E 2/20/21 NYS PAYROLL TAXES WITHHOLDING
09 002103003	NYS INCOME TAX	3,057.05	#9 P/E 2/27/21 NYS PAYROLL TAXES WITHHOLDING
09 002102298	PAYROLL	39,700.04	#8 P/E 2/20/21 PAYROLL SUMMARY
09 002103004	PAYROLL	39,635.22	#9 P/E 2/27/21 PAYROLL SUMMARY
09 002102299	UTILITY WORKER UNION L	463.60	#8 P/E 2/20/21 UNION DUES
09 002103005	UTILITY WORKER UNION L	463.60	#9 P/E 2/27/21 UNION DUES

** 124,997.83

*

1,202,300.60

[405] 150 items listed out of 23052 items.

For Billings As Of: 3/4/2021
For Cash Received As Of: 3/4/2021

Date	Percentage of Receivable Balance Over 60 Days	Total # of Accts Over 60 Days	Total Balances Over 60 Days	Village of Mamaroneck		Town of Mamaroneck		Town/Village of Harrison		City of Rye		City of New Rochelle	
				Tax Levy April Arrears of Dec 31		Tax Levy November Arrears of Oct 31		Tax Levy October Arrears of Sept 30		No Tax Levy		No Tax Levy	
				# of Accts	Overdue Balance	# of Accts	Overdue Balance	# of Accts	Overdue Balance	# of Accts	Overdue Balance	# of Accts	Overdue Balance
11/21/19	17%	1,140	\$ 377,003	484	\$ 129,787	144	\$ 66,769	475	\$ 161,599	33	\$ 16,450	4	\$ 2,399
12/13/19	25%	1,168	\$ 390,067	365	\$ 100,741	177	\$ 54,526	601	\$ 218,308	19	\$ 13,943	6	\$ 2,548
01/10/20	18%	1,082	\$ 281,213	360	\$ 108,817	235	\$ 29,849	457	\$ 126,927	25	\$ 12,967	5	\$ 2,654
01/24/20	25%	1,369	\$ 362,513	515	\$ 136,121	177	\$ 11,000	636	\$ 197,363	37	\$ 15,090	4	\$ 2,938
02/07/20	25%	1,288	\$ 353,307	407	\$ 113,556	286	\$ 31,884	566	\$ 192,220	24	\$ 11,997	5	\$ 3,650
02/21/20	23%	1,384	\$ 361,472	533	\$ 135,968	209	\$ 6,870	599	\$ 205,690	39	\$ 10,464	4	\$ 2,480
03/06/20	24%	1,258	\$ 330,590	442	\$ 119,285	319	\$ 31,969	455	\$ 166,008	35	\$ 10,383	7	\$ 2,945
03/27/20	23%	1,360	\$ 372,036	503	\$ 131,077	229	\$ 17,923	589	\$ 209,838	33	\$ 10,446	6	\$ 2,752
04/09/20	26%	1,549	\$ 429,284	422	\$ 125,210	308	\$ 32,063	784	\$ 259,535	28	\$ 9,055	7	\$ 3,421
05/08/20	24%	1,663	\$ 298,710	466	\$ (13,119)	316	\$ 33,088	843	\$ 272,844	32	\$ 2,287	6	\$ 3,610
05/21/20	20%	1,415	\$ 337,119	455	\$ 19,396	222	\$ 27,457	700	\$ 274,797	33	\$ 11,761	5	\$ 3,709
06/05/20	16%	1,296	\$ 350,696	398	\$ 8,409	263	\$ 40,925	601	\$ 287,246	28	\$ 10,234	6	\$ 3,880
06/18/20	28%	1,238	\$ 538,921	433	\$ 55,064	215	\$ 35,243	565	\$ 435,010	21	\$ 9,942	4	\$ 3,663
07/10/20	16%	1,026	\$ 499,408	317	\$ 7,091	235	\$ 48,540	450	\$ 429,579	19	\$ 9,705	5	\$ 4,493
07/23/20	17%	1,096	\$ 573,745	407	\$ 34,341	187	\$ 40,861	475	\$ 483,299	23	\$ 11,534	4	\$ 3,710
08/10/20	17%	1,076	\$ 612,077	316	\$ 20,224	219	\$ 60,089	524	\$ 519,028	13	\$ 9,601	4	\$ 3,136
08/20/20	14%	1,242	\$ 602,277	396	\$ 54,087	376	\$ 52,359	451	\$ 480,623	15	\$ 11,939	4	\$ 3,269
09/03/20	18%	1,079	\$ 555,207	331	\$ 37,437	217	\$ 79,674	513	\$ 423,066	12	\$ 10,780	6	\$ 4,251
09/17/20	21%	1,061	\$ 689,958	403	\$ 66,343	155	\$ 55,045	473	\$ 549,349	24	\$ 14,978	6	\$ 4,243
10/08/20	21%	1,026	\$ 719,397	319	\$ 51,733	189	\$ 77,073	492	\$ 575,143	20	\$ 10,070	5	\$ 5,379
10/22/20	21%	923	\$ 664,856	368	\$ 98,423	136	\$ 55,660	390	\$ 493,389	24	\$ 12,946	5	\$ 4,438
11/05/20	26%	963	\$ 531,395	325	\$ 74,845	206	\$ 82,479	410	\$ 359,031	17	\$ 10,356	5	\$ 4,684
11/19/20	22%	914	\$ 576,828	320	\$ 86,008	150	\$ 59,801	415	\$ 409,867	24	\$ 17,176	5	\$ 3,977
12/10/20	33%	1,113	\$ 715,599	335	\$ 96,535	177	\$ 68,044	575	\$ 531,816	19	\$ 14,779	7	\$ 4,425
01/08/21	49%	858	\$ 717,116	246	\$ 117,309	90	\$ 29,348	500	\$ 557,384	18	\$ 14,097	4	\$ (1,021)
01/22/21	39%	974	\$ 729,309	372	\$ 138,995	54	\$ 20,011	509	\$ 553,650	39	\$ 18,005	1	\$ (1,352)
02/05/21	43%	814	\$ 681,554	263	\$ 125,359	152	\$ 28,754	360	\$ 512,685	31	\$ 15,858	8	\$ (1,103)
02/19/21	39%	941	\$ 703,002	362	\$ 142,086	98	\$ 10,975	447	\$ 540,133	29	\$ 11,124	5	\$ (1,317)
03/04/21	46%	748	\$ 657,152	268	\$ 134,671	122	\$ 13,729	333	\$ 499,669	19	\$ 10,170	1	\$ (1,087)

Commercial Backflow Status

3/4/2021

("Commercial" includes: Commercial, Industrial, Institutional, Apartment Buildings & Multi-family 3+ residences)

Hazard Category	Level	Has BFD	%	In Process of Applying for or Installing BFD	%	Ordered to Install BFD due to No Response	%	Under Review Based on Use/Activities	%	Requested Use Info	%	Totals
Dental/Veterinary/Medical Related Activities	High	54		0		1		0		0		55
Industrial/Chemical Using Related Activities	High	118		4		1		0		0		123
Subtotal High Hazard		172	97%	4	2%	2	1%	0	0%	0	0%	178
Auto or Repair/Boat Servicing Activities	Medium	85		0		3		0		0		88
Restaurant/Food/Club Related Activities	Medium	157		1		8		0		0		166
Office/Retail/Warehouse Related Activities	Medium	318		9		50		0		0		377
Subtotal Medium Hazard		560	89%	10	2%	61	10%	0	0%	0	0%	631
Apartment Building (3+ Units)	Low	82		3		5		0		259		349
Subtotal Low Hazard		82	23%	3	1%	5	1%	0	0%	259	74%	349
Use To Be Determined/Identified		0		0		17		0		0		17
Subtotal Use To Be Determined/Identified Hazard	TBD	0	0%	0	0%	17	100%	0	0%	0	0%	17
Totals		814		17		85		0		259		1175
% of Total		69%		1%		7%		0%		22%		100%

Residential Backflow Status (Res-1 family & Res-2 family)

Municipality	Has BFD	%	In Process of Applying for or Installing BFD	%	Communication Has occurred Between WJWW & Customer Regarding BFD	%	Under Review Based on Use/Activities	%	Totals
Village of Mamaroneck	423	12%	8	0%	295	8%	2938	80%	3664
Town of Mamaroneck	518	17%	9	0%	484	16%	1981	66%	2992
T/V of Harrison	1422	24%	26	0%	136	2%	4237	73%	5821
City of Rye	55	16%	0	0%	3	1%	280	83%	338
City of New Rochelle	2	3%	0	0%	0	0%	69	97%	71
Totals	2420		43		918		9505		12886
% of Total	19%		0%		7%		74%		100%



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000

March 2, 2021

Mr. Paul Kutzy, P.E.
Manager
Westchester Joint Water Works
1625 Mamaroneck Avenue
Mamaroneck, NY 10543

**Re: Westchester Joint Water Works
Rye Lake UV Facility
Contract E – Electrical
WJWW Project No.: A-1352
H2M Project No.: WJWW1803
Letter of Recommendation**

Dear Mr. Kutzy

On Thursday, February 25, 2021, bids were received by the Westchester Joint Water Works (WJWW) for the above referenced project. WJWW received three (3) bids for Contract E – Electrical Construction. As shown on the bid tab, the lowest bid was submitted by Filingeri Electrical Contracting Corporation, of Mohegan Lake, NY for a total base bid amount of \$1,050,000.00.

We have investigated the qualifications submitted by the low bidder and have found them to be a qualified and responsible contractor. Filingeri Electrical has completed projects of similar size and complexity for various municipalities within Westchester County. Therefore, we recommend that the project be awarded to Filingeri Electrical for a total base bid of \$1,050,000.00.

Should you have any questions regarding this recommendation, please contact our office.

Very truly yours,

H2M architects + engineers

James L. Neri

Digitally signed by James L. Neri
DN: cn=James L. Neri, o=H2M architects +
engineers, ou=014100,
email=jneri@h2m.com, c=US
Date: 2021.03.02 14:20:13 -05'00'

James L. Neri, P.E.
Senior Vice-President

JLN:cww

cc: David Birdsall, Business Director

\\h2m.com\shares\Projects\WJWW (Westchester Joint Water Works)\WJWW1803 - Rye Lake UV Facility\03-Bid\ReBid\Recommendation\WJWW1803_ContractE_Recommendation.docx

CLIENT NAME: WESTCHESTER JOINT WATER WORKS

PROJECT TITLE: RYE LAKE UV FACILITY
CONTRACT E - ELECTRICAL BID

H2M PROJECT No.: WJWW1803
BID DATE: THURSDAY, FEBRUARY 25 @ 1:00 PM

BIDDER											
Filingeri Electrical Contracting Corp Mohegan Lake, NY 10547				ELQ Industries New Rochelle, NY				D&M Electrical Contracting Elmsford, NY			
ITEM NO.	DESCRIPTION	BB or CC		BB		BB or CC		BB		BB or CC	
		QTY.	UNITS	UNIT PRICE	TOTAL PRICE	QTY.	UNITS	UNIT PRICE	TOTAL PRICE	QTY.	TOTAL PRICE
A1352-1	For mobilization, bonds, insurances, and demobilization as specified (Not to exceed 5% of the total base bid)	1	LS	\$40,000.00	\$40,000.00			\$51,000.00	\$51,000.00		\$58,316.00
A1352-2	For the removal and disposal of existing overhead line and utility pole and all identified wires, conduit wires, and cables back to source as specified.	1	LS	\$10,000.00	\$10,000.00			\$16,000.00	\$16,000.00		\$10,776.00
A1352-3	For new outdoor switchgear and all associated work.	1	LS	\$350,000.00	\$350,000.00			\$318,000.00	\$318,000.00		\$313,830.00
A1352-4	For all new electrical work including but not limited to, new equipment, wiring and conduit as specified.	1	LS	\$200,000.00	\$200,000.00			\$212,000.00	\$212,000.00		\$206,671.00
A1352-5	For all site related work including but not limited to site conduits and wiring.	1	LS	\$200,000.00	\$200,000.00			\$104,000.00	\$104,000.00		\$219,516.00
A1352-6	For all work associated with new emergency generator including but not limited to offloading, setting, installation, automatic transfer switch, wiring and conduit. The contractor shall also include all fees required for Westchester County Department of Health and any other specified in section 014100 - Regulatory Requirements. Generator to be purchased by WJWW.	1	LS	\$85,000.00	\$85,000.00			\$124,000.00	\$124,000.00		\$120,862.00
A1352-7	For the installation of new electrical equipment platform, foundation, and stairs. Coordinate installation of permeable pavers for the stair landing with Contract G.	1	LS	\$100,000.00	\$100,000.00			\$178,000.00	\$178,000.00		\$171,350.00
A1352-8	For all cash allowances for additional work as specified in section 012100 - Allowances.	1	LS	\$20,000.00	\$20,000.00			\$20,000.00	\$20,000.00		\$20,000.00
A1352-9	For all cash allowances for independent laboratory testing.	1	LS	\$30,000.00	\$30,000.00			\$30,000.00	\$30,000.00		\$30,000.00
A1352-10	For all cash allowances for the new utility fees as specified in section 012100 - Allowances.	1	LS	\$10,000.00	\$10,000.00			\$10,000.00	\$10,000.00		\$10,000.00
A1352-11	For furnishing project record documents, as-builts, and operation and maintenance manuals as specified in section in specification 017800, 017823, 017839.	1	LS	\$5,000.00	\$5,000.00			\$11,000.00	\$11,000.00		\$5,000.00
TOTAL BASE BID (SUM OF ALL ITEMS)					\$1,050,000.00				\$1,074,000.00		\$1,549,243.00



Westchester Joint Water Works

1625 Mamaroneck Avenue
Mamaroneck, New York 10543
www.wjww.com

Telephone: (914) 698-3500
Fax: (914) 381-4241
Fax: (914) 381-0349

RESOLUTION TO APPOINT A HEARING OFFICER TO CONDUCT SECTION 75 HEARING ON AN EMPLOYMENT DISCIPLINARY MATTER

RESOLVED that the Board of Trustees of Westchester Joint Water Works hereby appoints Robert Ponzini as hearing officer to conduct a hearing and provide a report to the Board with findings of fact and recommendations in accordance with Section 75 of the New York State Civil Service Law in a disciplinary matter involving WJWW Employee Number 0126.

ROLL CALL AYES: _____

NAYS: _____

ABSENT: _____

DATE: _____ 2021



Westchester Joint Water Works

1625 Mamaroneck Avenue
Mamaroneck, New York 10543
www.wjww.com

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Fax: (914) 381-4241
Fax: (914) 381-0349

RESOLUTION REVOKING AN INTERIM CONFLICTS POLICY DATED JANUARY 3, 1994 PERTAINING TO BACKFLOW PREVENTION DEVICE TESTING

WHEREAS, on January 3, 1994 Westchester Joint Water Works adopted an Interim Conflict of Interest Policy which conditionally permitted WJWW employees independently certified by New York State to conduct testing of backflow prevention devices within the WJWW system, including the cross connection control devices of its customers; and

WHEREAS, in connection with an ongoing effort to review its policies in a more modern context, Westchester Joint Water Works has identified that this 1994 Interim Policy no longer aligns with public policy, creates a potential appearance of impropriety and does not meet ethical standards expected by its member municipalities on behalf of the public.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Westchester Joint Water Works hereby revokes the policy entitled "Conflict of Interest – Backflow Prevention Device Testing Interim Policy – G-21.1" and declares that the testing by WJWW employees of backflow prevention devices within the WJWW system, including cross connection control devices belonging to its customers, shall be prohibited as a conflict of interest; and

BE IT FURTHER RESOLVED that such revocation shall become effective October 1, 2021 to provide an opportunity for notice and dissemination of the updated policy to all employees and any other administrative needs, including the closing of active accounts by any WJWW employee currently engaged in backflow prevention device testing within the WJWW system.

ROLL CALL AYES: _____

NAYS: _____

ABSENT: _____

DATE: _____ 2021

February 18, 2021

Paul Kutzy, P.E., Manager
Westchester Joint Water Works
1625 Mamaroneck Ave.
Mamaroneck, NY 10543
Office: 914-698-3500 x 612
Fax: 914-381-4241
pkutzy@wjww.com

Re: Phase 2 Architectural Design, Planning and Supporting Consultant Services for
Proposed Rye Lake Filtration Facility - Harrison, NY

Dear Paul:

Thank you for the opportunity to submit a Phase 2 service proposal related to further development of the Rye Lake Facility project. We understand the process to be an extended team effort which further integrates our contributions in conjunction with **Hazen and Sawyer's** primary lead project consultant role. Our services will also further support Valerie Monastra of **Nelson, Pope & Voorhis, LLC** and Lori Lee Dickson of **McCarthy Fingar** who are leading the team through SEQR and other elements of the approvals path.

In preparation for the next level of services Nexus will expand our team's footprint and roster. Our expanded team remains focused on exterior building and site design while anticipating limited contributions to interior elements.

A majority of our interior focus relates to how those elements are reflected on the exterior or how they may relate to broader project initiatives to achieve sustainable means and methods. Our contributions may also assist Hazen with interior notions for staff and facility accommodations in public interface and administration areas. We will also review and monitor interior lighting decisions to guide how interior lighting may manifest itself on the exterior.

We've continued to interface with Hazen/Sawyer representatives towards developing our Phase 2 proposed scope of services. Our discussions focused on how we might efficiently and effectively contribute to the project's success without overlapping base service lanes or propose redundant services. In limited instances our services essentially translate to becoming 'eyes and ears' for WJWW throughout the duration of the project.

Below please find confirmation of the scope of services via proposal narrative. We've also attached a separate general terms of service document for reference. We're happy to accommodate other forms of agreement as desired.

1.0 PROJECT DESCRIPTION

Our Phase 2 service narrative is an expanded continuation of our Phase 1 role. The following descriptions are a more in-depth identification of the project requirements and priorities revealed during the Phase 1 period.

The Rye Lake Conceptual Basis of Design dated May 22, 2020 prepared by Hazen and Sawyer continues to establish the base line project scope and design. The Final BODR documents have been shared with Nexus Creative and our team have reviewed towards creating this proposal. Noted here is our conceptual exterior building design alternatives have not yet been merged with the Final BODR. Our Phase 2 services are focused on this merge and continued refinements. This process integrates design intent with grounded notions related to the facilities fundamental purpose and function.

The Final BODR reflects a proposed 30-40 mgd DAF type water filtration processing facility in the Town of Harrison on a site adjacent to Westchester County Airport. The building footprint is approx. 35,000 sf with a majority of the footprint dedicated to water filtration processes within 3 levels. The building footprint includes limited areas accommodating administrative support spaces. A conceptual plan was shared reflecting approx. 4,500sf of administrative space. We understand the administration and support space requirement will be examined and refined to a final solution during our Phase 2 services.

We've also reviewed various SEQR related documents shared by Valerie Monastra which further outline elements of the project description and have a detailed understanding of our areas for service contributions. Our proposal will provide fixed fees for many of these tasks and an informed range of fees for various SEQR and other agency project advancement tasks.

In conjunction with the above documents and our interface over the past 8 months, Nexus Creative proposes the following detailed scope of services and contributions.

2.0 SCOPE OF SERVICES

Our overarching services reflect the primary goal of finalizing the exterior building design while assisting Hazen/Sawyer towards integrating the design intent with the Final BODR design. Concurrent with the integrated design path, Nexus will assist the entire project team towards advancing the project through successful agency and municipal approvals.

The following key items define the majority of Nexus Creative's service scope and contributions. A general overview includes:

- Finalize the exterior building design and site design features as design consultants to WJWW and design integrators with Hazen and Sawyer [H/S]
- Assist H/S with confirming project compliance with Town of Harrison Zoning requirements.
- Review, further assess and assist H/S in achieving critical compliance constraints which influence final building design as it relates to agencies having jurisdiction over bulk, height and proximity to Westchester County Airport. These include but are not limited the FAA and Westchester County.
- Develop graphic presentation materials which facilitate positive interaction between WJWW and key agencies and stakeholders.
- Assist the project team in co-presenter roles primarily focused on exterior building design elements and site design elements.
- Gather and synthesize concerns identified during the SEQR process and assist the project team towards developing solutions which bridge WJWW interests and stakeholder interests.
- Finalize initiatives to realize a responsibly sustainable building design and site design. Assist H/S towards integrating means, methods and solutions with final construction documents and procurement.
- Suggest structural concepts which support building design massing integral to achieving zoning compliance, achieve sustainable design features and lend to sensitive site, building and design massing.
- Identify site design elements integral to the building design which lend to potentially mitigating visual and land disturbance impacts. The design elements may be integral to achieving sustainable means and methods.
- Create overview design narratives [illustrative and text] which explore a range of alternative exterior building materials solutions which support the final primary design intent.
- Utilize visualization methods which effectively demonstrate building design and 'building in context' towards effectively advancing the approvals process. Nexus will implement a range of visualization techniques to illustrate the building design while identifying a range of enhanced visualization opportunities. These services will be in conjunction with outside consultants and/or integrating opportunities with H/S resources.

Expanded Nexus Creative Team and Areas of Contributions:

Nexus principals who will actively be engaged include:

John Fry and Jaclyn Tyler Co-Principal Team Leaders
Dennis Noskin – Principal Project Team Coordinator

Nexus Staff:

Kazia Garvey – Visualization
Martin Diano – Project Architect/Technical Coordinator
Anastasia Guadron – Building and site graphics
Amanda O’Leary – Interiors

Nexus Consultant Team:

Jill Walsh, John Torre, Pat Lynch, Steve Abbattista [OLA Consulting Engineers] – Sustainability Overview and Proposed Bldg Systems Exterior Interface + Sustainable Opportunities Resource Team.
Fred Volpacchio – Building Massing and Frame Consultant
Foster Lyons – Building Envelope Consultant, Materials/Means/Methods Evaluation
Printeks –Existing Conditions Contextual Documentation

Our scope of services and deliverables are further defined in the following project phase categories:

2.01 Regulatory Approvals – SEQR, Land Use boards and Agencies

In conjunction with building and site design guidance, Nexus will assist the project team during the approvals review process. Our primary contributions will focus on sharing and illustrating design decisions. This effort includes developing visual presentation material depicting the design and contributing to team presentations at various meetings. Nexus anticipates a fluid process where design decisions implemented in conjunction with Hazen/Sawyer may be refined based on a range of commentary from a range of boards, agencies, or stakeholders.

Our contributions will include non-required regulatory research elements as well. These include identifying a wide range of design initiatives emphasized by various stakeholders, agencies and municipal/community entities. Nexus will impart experience with neighborhood and site surrounding stakeholders’ points of emphasis towards anticipating particular areas of concern and how the project design may respond in a proactive manner to diminish controversial stalling points.

Deliverables during this phase include:

1. Illustrative materials depicting building and site design elements. A range of graphic materials will be provided including rendered site plans, building elevations, 3 dimensional renderings, product and materials images and other supporting visual images articulating project design intent.
2. Assist project team consultants with facilitating various submission packages.
3. Attend and participate in team meetings and public presentations towards facilitating the project approvals process.
4. Assist and guide public interface initiatives in conjunction with CoCommunications.

These services are anticipated to span a 9-month period as outlined in Hazen/Sawyer’s project timeline.

2.02 Building and Site Design

Nexus Creative will continue to support Hazen/Sawyer to realize and document the exterior building envelope design including limited assistance with developing interior public spaces and staff administration spaces.

The selected Phase 1 building massing and materials design will be further developed in conjunction with Hazen/Sawyer to integrate proposed building design features with required filtration processes volumetric requirements. Our contributions will also focus on integrating potential sustainable design features, means and methods towards achieving an efficient, effective, and sustainable pro-active facility.

Deliverables during this phase include:

1. Continued interface with the project team to further develop building and site design features and elements. Nexus Creative will maintain a 'Design Revit Model' corresponding to Hazen/Sawyer's 'Project Development Revit Model' during Hazen's Schematic Design, Design Development and Construction Document project phases.
2. Assist Hazen/Sawyer via the expanded Nexus project team in vetting building envelope means and methods decisions. These contributions range from above grade structural frame recommendations to non-filtration processes base building system recommendations. This area of service focuses on how Phase 1 massing decisions can be effectively implemented in conjunction with how base building systems manifest themselves on the building's exterior.
3. Assist Hazen/Sawyer via the expanded Nexus project team towards implementing site design elements in a contextually sensitive manner. These contributions include primary design guidance for the primary Purchase Street site entrance, assistance with scoping landscape design characteristics, screening of peripheral site structures and features, and other elements of site graphics for way finding [limited site signage/graphics] and building entry identification.
4. Nexus will provide design limited interiors guidance focusing on administrative areas and public interface areas. These services include design guidance for interior way finding signage and graphic elements. Nexus anticipates an interior 'Facility Story Kiosk' or station which illustrates the critical infrastructure nature of the facility in conjunction with highlighting sustainable attributes realized during the project's development. These features while modest, will emphasize, document and illustrate the facility as an important community asset while providing a continuing education element for broader community interface opportunities.
5. Updating WJWW staff and board during project development on a regular basis via presentations and work sessions.

These services will span several project phases as defined by Hazen/Sawyer's project timeline outline. In various instances the phase timelines overlap. As a broad characterization these services will likely span 12 months.

2.03 Design Presentations

As noted in 2.01 Nexus Creative will assist the project team towards presenting project design elements and visualization.

Specific elements towards implementing deliverables noted in 2.01 include the potential for creating still rendering views and/or animations utilizing techniques which incorporate contextual scanning and mapping. These techniques will provide scientifically based existing conditions with the proposed building accurately placed in its context. This visualization technology can support 'drive arounds', 'fly overs' and extremely relevant view shed studies which not only accurately depict the project in real world context but can also provide effective design evaluation tools towards finalizing building design decisions.

In conjunction with deliverables noted in 2.01 Nexus proposes integrating contextual scans as a component of our deliverables. These services are outlined in 3.0 Compensation section of this proposal.

These services are anticipated to span a 12-month period.

2.04 Schematic Design/Design Development/Construction Document and Contract Procurement

Nexus Creative will continue to assist Hazen/Sawyer through their project development phases which anticipates spanning an 18-month period. Nexus will provide continued project design representation on behalf of WJWW with Hazen/Sawyer as they advance the building design documents.

Deliverables during this phase primarily include ongoing design consultation and interface with Hazen/Sawyer but will also include providing supporting materials, diagrams, product information and linkage to resources towards assisting Hazen/Sawyer in realizing and documenting the above grade exterior design elements.

Nexus will continue monitoring and review contributions as the project transitions from Construction Document phase to the Bidding and Procurement phases. Our services will be an extension of the design consulting role towards review and confirmation that procurement aligns with design intent.

2.05 Construction Administration/Testing and Commissioning.

Nexus Creative will provide review and commentary during the project construction phase on behalf of WJWW focusing on above grade exterior building and site design elements with limited participation for interior administrative area finish reviews and commentary.

- Services include six site visits during construction
- Services include forty hours of submission review and assistance

Nexus Creative's expanded team are available to assist and/or guide testing and commissioning initiatives related to potential sustainable design features, means and methods or systems during the final phases of project implementation. These services will be implemented as requested via separate proposals or hourly consulting basis.

These services are anticipated to span a 30-month period as outlined in Hazen/Sawyer's project timeline focusing on above grade exterior building and site elements or materials. Our contributions include review and guidance relying on Hazen/Sawyer to facilitate formal shop drawing and submittal review and processing.

2.06 Permits

Nexus Creative will contribute to agency and municipal permit processes with supporting materials and guidance. Our contributions include meeting time, coordination, joint analysis in conjunction with Hazen/Sawyer, Nelson Pope Voorhis and other project team members where relevant, to assist in application submissions related to materials developed by Nexus Creative.

Supplementary Notes to - B. Schedule of General Services -Terms & Conditions

1. Supplementary Conditions to Service – Item b.

Structural / Mechanical / Electrical / Fire Protection / Plumbing Engineering and site engineering/landscape documentation.

NC does not infer or propose Structural, Mechanical, Electrical, Fire Protection, Plumbing Engineering services and site engineering or landscape construction documentation via this agreement.

2. Supplementary Clarifications to Sections 2.01 – 2.06

2.01 Regulatory Approvals – SEQR, Land Use boards and Agencies

Hazen and Sawyer in conjunction with Nelson, Pope Voorhis will provide lead consultant role towards coordinating, assembling, and transmitting submission packages.

2.02 Building and Site Design

Hazen and Sawyer is the Engineer and Architect of Record for the Rye Lake Filtration Facility. Nexus Creative [and its consulting team] does not infer nor assume professional liability for professional services related to project implementation, construction, project performance or third-party claims.

2.03 Design Presentations

Nexus Creative presentation materials rely on a range of information provided by project team consultants and does not infer or assume responsibility for their accuracy. No warranty for information or actions of other project team consultants is inferred or assumed by Nexus Creative or their project team consultants.

2.04 Schematic Design/Design Development/Construction Document & Contract Procurement

As noted, Nexus Creative anticipates a defined and limited supporting role during these phases. Our services focus on limited and focused review lending guidance regarding proposed exterior and site building elements developed during documentation phases or as submitted during bidding and procurement phase. Scope of review, consideration or processing of alternates exceeding our embedded time will be invoiced on an hourly basis or revisited via updated proposal as this phase unfolds.

Nexus Creative will monitor and review the bidding and procurement phase as it relates to proposed constructor materials for building and site elements relevant to our scope of contributions.

2.05 Construction Administration/Testing and Commissioning

As noted, Nexus Creative anticipates a limited supporting role during this phase. Our services focus on limited review and guidance regarding proposed exterior and site building elements submitted during this phase. Scope of review, consideration or processing of alternates exceeding our embedded time will be invoiced on an hourly basis or revisited via updated proposal as this phase unfolds.

2.06 Permit[s]

As noted, our contributions reflect a supporting role in limited-service increments. Nexus Creative does not anticipate or infer comprehensive services towards securing required agency or building permits.

3.0 COMPENSATION

Our proposed fees for providing Architectural and Nexus Team Consulting Services are outlined corresponding to the phases delineated in Hazen and Sawyers anticipated project timeline:

I.	Design – 18 months	\$53,000
II.	SEQRA Process – 9 months	\$46,500 *
III.	Permitting – 12 months	\$11,000
IV.	Procurement – 3 months	\$9,000 **
V.	Construction – 30 months	\$24,000 **
VI.	Testing and Commissioning – 3 months	TBD
Final Total for Services		\$143,500

In several instances the above services as outlined merge tasks and deliverables defined in 2.01 – 2.04. Invoicing during these periods will articulate invoiced values identified by related tasks.

*Portions of this fee line item include \$16,000 for site context scanning and rendered building/landscape montage work as a joint effort between Printeks and Nexus. A total hour incurred cap is also embedded for SEQR related meetings [team mtgs, board and agency mtgs, public mtgs]. Time contributed above 55 hrs of mtg time during SEQR process will be invoiced on an hourly basis. Nexus will monitor and apprise WJWW upon crossing the 45 hr threshold and prior to commencement of invoicing meeting time hourly. Should meeting time cap not be realized Nexus will credit WJWW remaining hours at \$200/hr.

Public Meetings and Presentation time or other agency and stakeholder interface time supporting services outlined in 2.01 – 2.03 will be invoiced on an hourly basis as clarified below.

**** Scope of review, consideration or processing of alternates exceeding our embedded time will be invoiced on an hourly basis or revisited via updated proposal as these phases profess and unfold.**

Hourly billings and reimbursables shall be invoiced monthly. Contracted amounts to be invoiced incrementally as incurred on a monthly basis or at the completion of each phase and invoiced during the month of completion. Payment for these services is due upon receipt of the invoice. Any invoice not paid within 30 days of the statement date will incur a 1% late fee.

Meetings after 6 p.m. relating to stakeholder interface, public/municipal/agency meetings generally characterized as the 'Approvals Process' or other presentations not directly related to the services delineated above will be billed on an hourly basis with a minimum of \$225 per meeting per NC staff attendees.

A protocol deposit is waived. An email as notice to proceed is sufficient towards confirmation of this proposal along with a signed copy at your convenience. Nexus will forward an initial Phase 2 invoice following the first month of Phase 2 services.

Please review the aforementioned Scope of Services, Compensation Terms and the attached *Standard Terms and Conditions B & C attachments in lieu of an AIA Service Contract*. If you have any questions or concerns, please feel free to contact me. We look forward to working with *the WJWW Team*.

Sincerely,

John D, Fry AIA
Principal
NEXUS CREATIVE

Approved By: _____
Paul Kutzy – Manager WJWW Date _____

Attachment: B. **Schedule of General Services -Terms & Conditions**
C. **Standard Terms and Conditions of Agreement**

B. Schedule of General Services -Terms & Conditions

1. Supplementary Conditions to Service:

a. ***Approval Process***

Time incurred assisting the client towards securing building permits, planning board approval, zoning board approval, design review board approval or other municipal land use regulation board approval will be invoiced on an hourly basis beyond allotted time indicated in proposal. Documentation related to these efforts are defined on a project by project basis and articulated in the Outline of Services narrative preceding Section 2.02.

In most instances an estimate of hourly fees can be provided upon completion of the Schematic Design Process when the immediate scope of work has been established and examined in the context of land use board regulations.

Generally, Design Review Board's specific and broad missions vary significantly from community to community and are therefore present a challenge to gauge as it relates to outcome. Experience and reconnaissance to understand local common threads of emphasis will be provided and discussed with the client as the project develops.

As such circumstances exist within the community land use approval process, revisions to designs relating to any land use board's suggestions, directives or requests for consideration will be invoiced on an hourly basis or a pre-established amendment to the fees proposed in this agreement.

Typically, this scenario is not a significant challenge representing copious amounts of time incurred however, circumstances have been encountered where [for example] approval board rosters are significantly been recast during the course of the approvals process or other outside influences dramatically alter the initial trajectory causing new and unforeseen observations or directives to emerge. It is these circumstances Nexus Creative reserves the right to recover reasonable compensation as reimbursement for mid process revisions to the design or submission documents.

At the Client's discretion and direction, commencement the Construction Documents phase may precede final approvals based on a perception that the approvals process is reaching its conclusion with minor details or administrative elements remaining to finalize the formal process. Nexus Creative will accommodate the request with the understanding that document elements which may require revisions based on comments received prior to finalizing the approvals process will be implemented as an hourly rate additional service reimbursement.

b. ***Construction Documents – Limited services anticipated for this project in conjunction with Architect of Record (No drawings will be produced by Nexus Creative)***

Construction documents typically include a site plan; floor plans; exterior elevations, building sections, wall sections, relevant details, general notes and conditions of contract for construction and an outline specification supporting the drawings. These documents will be prepared as required to obtain a building permit and to assist towards soliciting pricing and competitive bids. The outline specification is provided in support of permit filing requirements, to articulate construction quality, to provide performance requirements in materials and methods and to articulate to the contractor, sub-contractor and vendors specific materials and components. As we currently understand all allied project consultants will be engaged directly by the client.

Where building department requests for additional information or clarification arise, the architect will provide clarifications as they relate to architectural services proposed or apprise the client for approval to provide the services beyond this agreement or defer to relevant consultants.

Schematic electrical and lighting layouts will be coordinated with MEPS consultant during Design Development documents. Finish electrical fixtures shall be selected by the architect in conjunction with the Client and coordinated with Electrical Engineer. The Electrical Engineer shall verify lighting code compliance and energy efficiency compliance as well as service requirements.

Mechanical Engineering is not part of proposed services. We understand the MEPS consultant will be engaged directly by the client and/or in conjunction with a Mechanical Contractor who has "in-house" engineering capabilities or is a licensed representative of package systems. In a hybrid mechanical design/build scenario, the Mechanical Contractor shall provide drawings and documents to the architect to incorporate and coordinate system components within the building design.

The architects will provide selections for general trim and millwork molding components. Millwork vendors shall provide additional millwork details for built-ins, cabinets and/or other custom millwork including kitchen cabinet final layouts, shop drawings and installation details.

Construction Documents are not meant to be an exhaustive and laborious set of documents providing extraneous levels of detail which are otherwise expected to be ascertained and included in the scope of work by experience and competent contractors, sub-contractors and vendors. An explicit element of knowledge and interpolation is required by contractors who have professional construction experience, knowledge and possess the skills towards implementing professional methodologies. The scope of work explicitly or implied with in this agreement assumes construction professionals will implement the work provided in the architect's professional services in a thoughtful and comprehensive manner bringing their own level of knowledge and experience to the project.

c. ***Construction Administration – Limited services anticipated for this project in conjunction with Architect of Record***

This proposal specific time allotments and services to implement the Construction Administration Phase. As previously noted, the time required for visits varies greatly on the type of agreement the Client enters for construction and of

course, who the contracted entities are. Time incurred above and beyond the identified allotments will be invoiced on an hourly basis according to the schedule of hourly rates provided here in.

The Architect often meets initially with the General Contractor or Construction Manager to discuss quality of work and design intent. Should the client decide to not engage the architect to perform Construction Administration services the architect may be required to inform the local municipality of said circumstances. The client will confirm with the architect and municipality overview arrangements as provided by the client or client's agent.

Should the client defer construction administration the client will confirm during the permit process any documentation or, certifications or other administrative steps required to secure a Certificate of Occupancy and alert the architects where incremental observations are required to complete forms or certifications at the completion of the construction work by a licensed professional [architect, engineer, other]. The client or their subcontracting agents will comply with all requirements of the subject relevant municipal codes and the 2020 Building Code of New York State.

The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the proposed construction, and shall not be responsible for the Contractors, Subcontractors and/or Client provided laborers failure to carry out the work in accordance with the construction/ contract documents.

2. **Additional Clarifications to Service Phases – Excluded Services:** This proposal does not include services to:
 - a. As previously noted, file required documents for approval of municipal authorities having jurisdiction over the proposed construction. The building permit shall be obtained by the General Contractor or Construction Manager. The architect will assist in completing the permit application document.
 - b. Services of other consultants such as Licensed Surveyors, Civil Engineers, Structural Engineers, Mechanical Engineers, Landscape Architects, etc. that are deemed necessary by the Clients, Architect, Municipal Officials or Contractors.
 - c. As outlined in Section B.1.c of this proposal, Construction Administration to conduct periodic site visits. Site visits are primarily intended to review the progress and quality of the proposed construction but may also relate to client requested design modifications, refinements or suggestions.
 - d. Revising construction documents to reflect Client directed changes to construction. It should be noted, that generally, Building Departments will require all modifications not indicated in the filed documents to be reflected in revised documents with Architect of Records seal applied.
 - e. Various Municipal Review Board administrative time and/or appearance time at review meetings. Presentation material required by a Review Board and not outlined in Phase Two- Scope of Work shall also be considered as an additional service. Costs incurred by these tasks shall be presented to and approved by the Client in writing prior to implementation.
 - f. Registering, initiating or implementing a formal LEED Certification process or other similar established entities providing certifications. These tasks and procedures require time solely dedicated to a wide range of administrative tasks pursuing formal certifications or certificates outside the industry standards of architectural services. Nexus Creative embraces a firm culture of integrating sustainable design methodology and pursues those initiatives within their fundamental design theory. This clause relates solely to realities of various certification processes and the definable areas of service they require. Should the client desires to pursue certifications Nexus Creative will be enthusiastic to explore the service path and fees to implement these types of initiatives.
 - g. Construction Cost estimating services or the creation of project budgets by NC or in conjunction with a construction cost budgeting/estimating professional consultant.

3. **Compensation for Additional Services:**
Time incurred by the Architect for assistance in the above services shall follow the below outline:

Hourly Services Schedule of Rates

Nexus will monitor service tasks and share billable hours via time sheet confirmation logs. Our hourly rates are as follows:

Principal	\$ 275 per hr.
Project Architect Design/Technical Services	\$ 200 per hr.
Project Manager or Interior Designer	\$ 175 per hr.
Technical/Design Support Staff	\$ 135 per hr.
Administrative Staff	\$ 75 per hr.

Hourly rates specified above are valid for one (1) year from the date listed on the Standard Rate Schedule and shall be increased five percent (5%) on the first day of each subsequent year to reflect market conditions, employee benefits and salary compensation.

Reimbursable Expenses

Reimbursable items shall include printing and reproductions, photographic services, Communication/data/phone service via pro-rated accruals, express mail, messenger or courier service and other project related out-of-pocket or direct pass along expenses. Customary reimbursable costs include but are not limited to:

Large format print (24" x 36")	\$ 6.00 each
11 x 17 color	\$ 1.75 each
11 x 17 b&w	\$ 0.75 each
8.5 x 11 color	\$ 1.00 each
8.5 x 11 b&w	\$ 0.25 each
Courier Services	Cost +10%
Consultants	Direct Reimbursable cost +15%
Com/tech/data/phone	Pro-rated Cost @ 2.5% of total invoiced values
Travel [Time incurred deducted by 1 hr]	\$ [per schedule of hourly rates]
Transportation [fares, tolls, mileage, etc]	\$ Direct reimbursable +10% for fares/tolls.; Mileage @ IRS Standard rates

Hourly billings and reimbursables shall be invoiced monthly. Contracted amounts to be invoiced incrementally as incurred on a monthly basis or at the completion of each phase and invoiced during the month of completion. Payment for these services is due upon receipt of the invoice. Any invoice not paid within 30 days of the statement date will incur a 1% late fee.

Nexus Creative will make reasonable effort to alert the client where additional service areas arise and articulate these services with anticipated values. The client and architect agree project schedules, circumstances and dynamics do not always accommodate this structure. The client agrees to reimburse the architect for additional services where accurately identified in invoices and not previously outlined in a supplemental agreement or narrative.

4. Copyrights and Use of Architects Drawings and Documents

Original drawings and documents are instruments of service and in that spirit are intended to be the intellectual domain of the Architect. This is an extension of applicable 'Copyright Laws' and intellectual property protection. This clause and these legal concepts protect the instruments of service (design and other information developed on behalf of this contract) from being replicated or otherwise utilized outside this agreement and for other projects or financial gain by either the party to this agreement or third parties beyond the scope of this agreement. The intent of this clause is to provide the architects a level of protection from improper use of the documents, use outside this agreement or use by third parties for other purposes beyond this agreement.

All information developed or contributed towards creating the documents to design and construct the project shall not be utilized for financial gain by other entities not related to this agreement or project without financial compensation due to Nexus Creative.

Where proposed architectural services are compartmentalized in phases or groups of phases which isolate the project design tasks from later phases of project development Nexus Creative retains the copyright value of the design. If in the unlikely circumstance 'Nexus Creative' is not engaged to complete later phases of architectural services [Design Development, Construction Documents, Construction Administration, other] a 'Transfer of Design Co-Copyright' fee will be established and paid to Nexus Creative prior to releasing the project design and documents to surrogate or 'Successor Architect of Record'.

5. Architect's Professional Acknowledgment, Marketing and Publicity

As an extension of industry service areas, the Architect reserves the ability to include representations of the design of the project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. Towards this potential use the architect will share with the client the nature of the material prior. The Architect's materials will not include the Client's confidential or proprietary information if the Client has previously advised the Architect in writing of the specific information considered by the Client to be confidential or proprietary.

6. Electronic Data Transfer and File Sharing

Towards implementing services Electronic Data Transfer of documents (including but not necessarily limited to CAD/Revit documents) are provided for informational purposes only and not as a product or as a record document. Transmitted electronic media are subject to undetectable alteration (either intentional or unintentional) due to media degradation, software error and/or conversion, transmission errors, and other causes. Any reliance thereon is deemed unreasonable and unenforceable.

The Client recognizes that only signed and sealed hard copies of documents may be considered original documents of record.

Previously shared electronic files provided by client to our architectural team are presumed free of any copyright infringement and depict reasonably accurate information to be adopted and confirmed by our team.

As requested, NC will provide access to project drawings hosted on cloud-based document sharing platforms. NC will provide written documentation to client when new files become available. NC is not responsible for outdated links being circulated once new files are released.

7. Environmental Remediation and Assessments

The potential of environmentally hazardous materials with-in or as applied to existing materials and building assemblies is not addressed in this proposal as instruments of service. Assessments are not provided or implied by any or all services described here in.

The means and methods to determine the existence of environmentally hazardous materials shall be addressed by a consultant, vendor or trade who has special knowledge and experience with hazardous material remediation.

Remediation assessment, remediation scope and remediation work shall be as procured separately by the client or in conjunction with elements of the construction work as implemented by specific trades in a manner compliant with all federal and state laws.

8. Construction Cost Estimating and Budgeting

Nexus Creative and its consultants do not propose, imply, guarantee or warrant construction costs.

Certifications relating to the cost of construction towards documenting lending institutions or funding sources 'review of payment requests' will be provided under the Construction Administration Service's area of agreement and will follow generally accepted industry practices and performance expectations for reasonable assessments of value.

Certifications relating to declaring Cost of Construction in Building Permit Applications shall be provided by the client or designated client representatives. Declared values shall not be determined or certified by the architect or architect's consultants.

9. Clients Responsibility related to Performance of Architectural Services

The client will provide to architect elements supporting our ability to perform services as proposed. These include but are not limited to:

- a. Existing Conditions documents including plans, site surveys and other site related documents which define building placement, access, orientation and base conceptual design elements. These documents may be provided via separate consultants.
- b. Articulate the hierarchy of client representatives assigned to project. Where assigned project representatives are rotated, replaced or vacate employment by the client time incurred by the architect revisiting, refreshing or otherwise informing the new representatives of project related items will be invoiced as an additional service.
- c. The client is solely responsible for the performance of client employed staff and construction-based entities who may be engaged as Cost Consultants, Construction Managers, Contractors and Vendors to the project.
- d. Project Delivery Method - Nexus Creative encourages a range of construction process delivery methods. NC has extensive experience towards facilitating and implementing project partnering and alternate construction team dynamics. Where partnering efforts require a more intense level of participation by NC than anticipated or articulated with in this agreement, NC reserves the right to identify specific construction process interface as additional services.
- e. The client represents that all documents, disclosures and other communication with the architect are accurate. Where errors or misrepresentations are found in documents, disclosures or communication transmitted to architect or consultants by the client, which result in delays or necessitates additional work, costs related to the additional work in services or in construction remediation shall be the sole responsibility of the client.

10. Architectural Services Related to Time and Schedules

- a. Nexus Creative will commence work on the project within 5 business days upon receipt of deposit and signed agreement.
- b. A project team meeting will be initiated by either the architect, client representatives or other consultant team members.
- c. A project development schedule outline will general anticipated timelines based on initial approvals assumptions including critical milestone dates or periods which may be project funding related.
- d. Fees and services articulated in this proposal are based on a general understanding of this project and experienced based perspective of similar projects. Where accelerated schedules are identified or in contrast, protracted periods of times are incurred resulting from project hiatus, holds or resulting from other factors not in architect's control for periods exceeding 2 months, Nexus Creative will identify reasonable project startup costs as additional compensation.

End of Schedule of General Services - Terms & Conditions.

C. Standard Terms and Conditions of Agreement

General Terms and Conditions:

1. Conditions of this agreement are based on the offer of Nexus Architecture Planning & Design [Nexus Creative] to provide and perform the architectural consulting services articulated in this document. Acceptance of these terms by the client is acknowledged via signature of authorized agent or client representative in conjunction with conveyance of deposit. These steps are required as authorization to proceed.
2. Terms of this agreement are mutually binding to both parties including but not limited to successors, executor and administrators who may subsequently hold clientship in the project and/or entities engaged herein.
3. This agreement may only be modified in writing as an addendum or in rider form and executed by both parties.
4. This agreement supersedes all prior agreements implied or implemented which are not referenced herein.
5. Interruption to services based on compensation:
 - a. Schedule of remittances is described in Section 4.0. Failure to adhere or otherwise comply with the terms of compensation may result in interruptions to services as a matter of standard operating business practices.
 - b. No deductions shall be made from Nexus Creative's compensation on account of penalty, liquidated damages or other sums withheld from payments related to the contractor[s] performance or related to cost of changes in the contractor's services. Where judgments, adjudications or forms of remedy have been established through paths or mechanisms outside this agreement the value of remedy will be settled outside the agreement values in separate forms of settlement.
 - c. Intent to interrupt services relating to failure to comply with Section 4.0. Terms of Compensation will be preceded in a notice to client. A seven-day period [5 business days + 2 non-business days] will be provided allowing the client to remit outstanding balances in full prior to suspension of services.

In the event services are suspended the client waives all rights, claims and elements related to this agreement including direct and indirect results to the project or client's position within the project structure as a result of architect's suspension of services.

6. Relating to item B.2.b where engineering services have either been directly engaged by client and/or assigned to Nexus Creative as an additional service the consultant services shall be implemented, delivered and assessed by industry standards individually. Remedies to resolve disputes, claims and accusations relating to errors or emissions of consultants shall not include financial participation in proceedings initiated by the client against consultant or consultant services.
7. Relating to item B.2.g and B.8 Nexus Creative shall not be responsible for project redesigns or implementing modifications to significant elements of the design based on revisiting concepts and schematics established in initial phases of service or as a result of significant value engineering initiatives upon completion of Schematic Design.
8. Where a detailed project proforma matrix has been shared with the architect synergistically integrating building program, site context and site related costs with an outline of building performance standards establishing the construction budget the architect will strive to thoughtfully respond to the matrix of cost factors. In specific instances a project budget rider may be attached as a supplement or addendum to this agreement establishing a base line Project Budget Construction Cost metric and goal.
9. Conditions related to Time Periods

Should additional services beyond the proposal service narrative extend beyond December 31 of year issued, compensation may be subject to review and adjustment. The Architect's *Schedule of Hourly Rates* is subject to adjustment on January 1st of each calendar year.

Proposal Validity. This proposal shall remain in effect for three (3) months from the date listed on the Scope of Services. After this date, NC shall be afforded the opportunity to reevaluate the fee to determine if the fee as it relates to the project scope beyond the date of agreement execution is appropriate.

10. Insurance, Indemnity & Limitations

General Insurance Parameters:

Commercial Liability

\$2,000,000 Commercial Liability with a \$4,000,000 annual aggregate.

Professional Liability Insurance

\$1,000,000 Professional Liability with a \$2,000,000 annual aggregate.

Umbrella Insurance

\$1,000,000 Umbrella

Additional insurance coverage can be secured at the request of the client. The net premium increase will be a direct expense reimbursable invoiced as a lump sum. The final value will be established via separate letter of agreement and invoiced during initial project phases.

The expense of any additional insurance coverage or increased policy limits of liability beyond, including professional liability insurance, requested by the client in excess of the standard coverage of *NC* and its consultants shall be borne by the client.

Following execution of an Agreement and prior to the performance of services, a current Certificate of Insurance naming the Client as certificate holder will be provided (upon request).

The specific insurance coverage related to this project may be linked to the principal who signs and seals the documents on behalf on Nexus Creative Architecture Planning and Design.

Specific Terms of Insurance, Indemnity & Limitations

- a. *NC* shall maintain Workman's Compensation, General Liability, and Professional Liability Insurance throughout the period of this agreement. Certificates of insurance are available on request.

The Client shall require the contractor to name *NC* as an Additional Insured on the contractor insurance policy.

- b. **Indemnification.** The Client shall indemnify and hold harmless the Architect from any and all claims, actions, judgments, lawsuits, reckonings or other proceedings including costs and reasonable attorney's fees incurred by the Architect arising out of errors of omissions or commission by the Client in connection with the Project.

- c. **Limitation of Liability.** For any damage on account of error, omission or other professional negligence, *NC's* liability shall be limited to the *NC's* fee received under this Agreement.

- d. **The client limits *NC's* liability to the client and anyone claiming through the client for costs, losses, or damages resulting from changes in the environment and site that exceed existing and applicable codes and are not identified at the time of the design as design parameters.**

- e. **Third Party Beneficiaries.** Services provided by *NC* are solely for the client's benefit and no third party is granted the right to rely on the design services provided by *NC*.

- f. **Statute of Limitations.** It is agreed by the parties that any claims shall be governed by a Statute of Limitations of one (1) year from the date of Substantial Completion.

- g. **Waiver of Consequential Damage.** *NC* and the Client waive consequential damage for claims, disputes and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.

- h. Client waives all consequential damages caused by disruptive climate events that are not identified in the contract. Consequential damages include but are not limited to loss of use, income, profit, financing, business or reputation.

11. Hazardous Substances.

NC shall not be responsible for the identification, removal, testing and / or certification of removal relative to any hazardous substance including, but not limited to, PCB, petroleum, hazardous waste, asbestos, lead paint, lead piping, and similar substances.

NC and the Client acknowledge that the Scope of Services does not include any items related to a Hazardous Environmental Condition.

12. Unforeseen, Latent or Hidden Conditions.

Unforeseen, latent or hidden conditions may not be readily ascertainable regardless of the extent of the investigation. Such conditions may impact the design and necessitate extensive revisions to the design. When architectural services are required to address these conditions, those services shall be deemed Additional Services.

13. Standard of Practice

Services performed by the *NC* under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions.

NC does not have training and experience to assess the effects of climate change or extreme climate events not addressed by current codes and standards on the Project and assumes no responsibility beyond the professional skill and care in designing to current codes and standards.

No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, document, or otherwise.

14. Dispute Resolution

The Client and Architect shall agree to attempt to resolve any conflicts, claims, disputes and other matters, prior to resorting to litigation. Nexus Creative reserves its rights to binding arbitration prior to initiating any or all other courses of dispute resolution.

Mediation. Any dispute or claim arising in connection with this Agreement with the exception of payments or collections shall be submitted to Mediation for resolution in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. No Mediation out of or related to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not party to this Agreement. Mediation shall take place in Westchester County, New York and be conducted within sixty (60) days of notice of mediation. In the event of a dispute, reasonable costs and attorney's fees will be awarded to the prevailing party.

15. Termination

Either party may elect to terminate this Agreement with not less than seven (7) days' notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination due to the fault of a third party, the Architect shall be paid compensation for services authorized by the Client performed to termination date, including reimbursable expenses then due and reasonable terminal expenses. Furthermore, the Client may terminate this agreement at any given time provided the Architect has been paid the fee set forth.

16. Terms Related to Construction Procurement, Implementation, Means and Methods

a. Method and Means of Construction.

NC and its consultants are not responsible for the method, means or sequencing of construction.

Circumstances and instances where NC are requested to opine, contribute professional expertise or otherwise suggest or recommend construction practices shall only be considered valid unless arranged contractually (in writing) executed by both parties.

b. Storage of Materials.

The Contractor is responsible for the storage, staging and protection of materials, components and equipment brought to the site. Materials, components and equipment intended to be integrated into the building shall be stored in areas adequately protected and free from excessive moisture or condensation in a manner which includes proper ventilation preventing conducive environments which cause mold or other contaminants to form on materials, components and equipment installed in or on building.

Staging areas shall be level and strategically located to allow proper access supporting an organized construction process as well as allowing safe and convenient review by architect and other project team members.

c. Site Safety.

If the Client or Architect or Architect's consultants should notice any operation, practice or condition considered by him / her to be unsafe, he / she shall notify the Contractor. Such notice is given in the spirit of avoiding accidents and does not place any responsibility on the Client or Architect or the Architect's consultant for job site safety. Safety in all its aspects is totally the Contractor's responsibility.

Where the architect or architect's staff are required by the client, client's insurance carrier, partner agency or funding source to participate in safety courses or certifications allowing access to the site during construction, this time will be invoiced on an hourly basis as an additional service.

d. Construction Phase Time Periods

The client shall hold the NC harmless for delays, clarifications or non-conformance with the Contract Documents if the NC has been terminated prior to the Construction Administration portion or phase of the work.

e. Construction Entity Qualifications

The selection of qualified construction entities is solely the responsibility of the client. NC will provide commentary or observations as requested by the client. Minimum levels of experience, performance standards and history relating to positive performance shall be established by the client. In various instances the architect's specifications will establish minimum experience thresholds and or certification requirements for trade fabrications or trade installations.

The architect recommends references be solicited from construction trade candidates and verified by client staff. NC can facilitate additional support vetting construction trade qualifications or participate in the interview process. Time incurred in these supporting tasks will be invoiced at an hourly rate as an additional service.

End of Standard Terms and Conditions of Agreement.