



Meeting Agenda – STAMP Committee
 Genesee County Economic Development Center
 Tuesday, March 23, 2021
 Location: Electronically
 10:30 a.m.

Page #s	Topic	Discussion Leader	Desired Outcome
	1. Call to Order – Enter Public Session Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo's Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, this Meeting is being held electronically via conference call / video conference instead of a public meeting open for the public to attend in person.	P. Zelif	
	1a. Executive Session Motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105 for the following reasons: 1. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. 1b. Enter Public Session	P. Zelif	
2-5	2. Chairman's Report & Activities 2a. Agenda Additions / Deletions / Other Business 2b. Minutes: March 2, 2021	P. Zelif	Vote
6-12	3. Discussions / Official Recommendations to the Board: 3a. Award of Contract for Force Main Part A & Part B	M. Masse	Disc / Vote
13-17	3b. CPL Contract for Construction Inspection of Force Main	M. Masse	Disc / Vote
18-22	3c. CPL Contract for Final Engineering, Bidding & Construction Inspection for Roadway & Water Main Extension	M. Masse	Disc / Vote
23-25	3d. Partner Fee Agreement Renewal (Gary Homonai)	C. Suozzi	Disc / Vote
	4. Adjournment	P. Zelif	Vote



GCEDC STAMP Committee Meeting

Tuesday, March 2, 2021

Location: Electronically

10:30 a.m.

MINUTES

ATTENDANCE

Committee Members:	C. Klotzbach, C. Yunker, P. Zeliff, A. Vanderhoof
Staff:	M. Masse, L. Casey, J. Krencik, C. Suozzi, S. Hyde, P. Kennett
Guests:	R. Crossen (Town of Alabama Supervisor)
Absent:	

1. Call to Order / Enter Public Session

C. Klotzbach called the meeting to order at 10:34 a.m. via conference call / video conference.

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

1a. Executive Session

A. Vanderhoof made a motion to enter executive session under the Public Officers Law, Article 7, Open Meetings Law Section 105, at 10:35 a.m., for the following reasons:

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

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

P. Zeliff joined the meeting at 10:40 a.m.

1b. Re-Enter Public Session

C. Yunker made a motion to enter back into public session at 11:18 a.m., seconded by C. Klotzbach and approved by all.

2. Chairman’s Report & Activities

2a. Agenda Additions / Other Business – Nothing at this time.

2b. Minutes: February 3, 2021

C. Yunker made a motion to approve the February 3, 2021 minutes; the motion was seconded by A. Vanderhoof. Roll call resulted as follows:

2b

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- P. Zeliff - Yes
- C. Klotzbach - Yes
- C. Yunker - Yes
- A. Vanderhoof- Yes

The item was approved as presented.

3. Discussions / Official Recommendations to the Board:

3a. Lewiston Road Purchase Resolution – During the course of finalizing the design and engineering of the 6 mgd water coming to the STAMP site from Niagara County, the hydraulic analysis stated that a pump station would be needed to keep the water moving at a sufficient pressure and that pump station would need to be located near the Genesee/Niagara County line. When analyzing the properties in the area, there was a very limited number of options as a lot of the land in that area is owned by the USFWS or NYSDEC, which would take years to secure and become costly for any potential wetland impacts. It was noticed that there was one residence, 805 Lewiston Road, that was currently listed for sale on Zillow. The list price was \$69,900. The GCEDC made an offer of \$52,500. The owner countered with \$57,500 which is what staff is seeking approval on today. The house is currently vacant.

Fund commitment: \$57,500 (plus or minus any closing adjustments) for the acquisition to be covered under the \$33 million. The not to exceed amount of \$7,250 for closing costs and legal fees is listed in the authorizing resolution.

Resolution No. 03/2021 - 06

RESOLUTION (i) TAKING OFFICIAL ACTION TOWARD AND APPROVING THE ACQUISITION FOR ECONOMIC DEVELOPMENT PURPOSES OF THE REAL PROPERTY WITH THE TAX MAP PARCEL NO. 6.-1-8.12 AND ANY IMPROVEMENTS THEREON LOCATED IN GENESEE COUNTY, NEW YORK AND LOCATED AT 805 LEWISTON ROAD, ALABAMA, NEW YORK (THE "PROPERTY"), (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT AND RELATED DOCUMENTS WITH RESPECT TO THE ACQUISITION OF THE PROPERTY ("CONTRACT"), (iii) AUTHORIZING THE EXPENDITURE OF THE NECESSARY FUNDS OF THE AGENCY WITH RESPECT TO THE ACQUISITION OF THE PROPERTY, AND (iv) AUTHORIZING THE TAKING OF OTHER ACTION IN CONNECTION THEREWITH.

A. Vanderhoof made a motion to recommend to the full Board approval of the purchase of 805 Lewiston Road for STAMP for \$57,500 plus any closing adjustments and legal fees not to exceed \$7,250 associated with the purchase; the motion was seconded by C. Klotzbach. Roll call resulted as follows:

- P. Zeliff - Yes
- C. Klotzbach - Yes
- C. Yunker - Yes
- A. Vanderhoof- Yes

The item was approved as presented.

3b. PSA Project Gateway Resolution – The GCEDC has received a Purchase and Sale Agreement from a potential project to acquire approximately 29.884 acres for tax parcel 10.-1-41 and part of 10.-1-42 for \$2,091,880 as well as a right of first refusal on 26.764 acres of tax parcel 10.-1-43.12.

Fund commitment: Legal fees to Harris Beach not to exceed \$25,000 based on time and billing for the transaction.

Resolution No. 03/2021 – 07

RESOLUTION OF THE GENESEE COUNTY INDUSTRIAL DEVELOPEMNT AGENCY D/B/A GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER AUTHORIZING (i) THE SALE OF CERTAIN AGENCY OWNED REAL PROPERTY TO PLUG POWER INC., OR ITS PERMITTED ASSIGNS (ii) THE EXECUTION OF A PURCHASE AND SALE AGREEMENT, AND (iii) A DEED, AND RELATED DOCUMENTS IN CONNECTION WITH THE CLOSING OF THE PURCHASE AND SALE OF THE REAL PROPERTY.

C. Klotzbach made a motion to recommend to the full Board the approval of Resolution #03/2021-07 as presented; the motion was seconded by C. Yunker. Roll call resulted as follows:

- P. Zeliff - Yes
- A. Young - Yes
- C. Yunker - Yes
- A. Vanderhoof- Yes

The item was approved as presented.

3c. Phillips Lytle Contract Memo - The GCEDC Board at the meeting on February 4th, 2021 approved an increase in our professional services legal engagement with Phillips Lytle as described below. As an update, we have proceeded with active engagement as approved. However, as a point of clarification, at this juncture, the effort being expended is more related to negotiations assistance and the formulation of a "STAMP Main Substation Development Agreement" among four involved parties and their responsibilities as it relates to the ownership, operations and maintenance, funding and engineering, procurement and construction of the substation supporting its implementation (within the framework as described below). The legal effort supporting detailed regulatory engagement of the PSC is being de-emphasized at this time.

From 2/4/21 Board Meeting Packet: 6.1 STAMP Main Substation – Phillips Lytle proposal (professional services – see attached): This proposal from Phillips Lytle is to provide legal, regulatory, and overall planning support from their energy law and consulting practice at Phillips Lytle. This is to foster completion of the design and engineering of the STAMP Main substation and related interconnection studies as well as to advance necessary ownership, operations and maintenance, regulatory and pricing models to enable the bidding, construction and operations of the 345kV to 115kV main substation at STAMP. Cost: not to exceed \$40,000.

No action was taken. For informational purposes only, S. Hyde clarified services that are being provided through this contract. This contract was previously approved at the February 4, 2021 Board meeting.

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4. Adjournment

As there was no further business, A. Vanderhoof made a motion to adjourn at 11:25 a.m., seconded by C. Klotzbach and passed unanimously.

Recommendation for award on force main Contract A and Contract B

Discussion: A total of two (2) bids were received for Contract A: Central Area, which consists of installing 15,500 LF of 20-inch force main via directional drilling method, along NYS Route 63 through the U.S. Fish and Wildlife Service Refuge. Due to regulatory agency requirements, this contract has very restrictive timelines. The work must be substantially complete within 70 days. No work may take place within the Refuge between April 1 and July 15. Work may only take place between Oak Orchard Creek and Fletcher Chapel Road (5,900 LF in Contract A) between August 15 and October 31.

The low bid for Contract A: Central Area was submitted by G. DeVincentis & Son Construction Co., Inc. of Binghamton, New York in the amount of \$9,777,000.00. We have reviewed their qualifications and have discussed their bid in detail. We feel the bid received is a true representation of the costs to complete this project and that the contractor is qualified to complete the contract.

A total of six (6) bids were received for Contract B: North Area, which consists of installing 18,300 LF of 18-inch and 20-inch force main via open cut (14,400 LF) and directional drilling (3,900 LF) methods, along NYS Route 63, from the northern Refuge boundary to the Oak Orchard discharge location north of Shelby Center. Due to regulatory agency requirements, this contract has restrictive timelines. The work must be substantially complete within 180 days. Work may only take place between Oak Orchard Creek and Fletcher Chapel Road (1,800 LF in Contract B) between August 15 and October 31.

The low bid for Contract B: North Area was submitted by Highlander Construction, Inc. of Memphis, New York in the amount of \$5,193,445.00. We have reviewed their qualifications and have discussed their bid in detail. We feel the bid received is a true representation of the costs to complete this project and that the contractor is qualified to complete the contract.

Fund Commitment: Not to exceed \$9,777,000 covered under the \$33 million.

Committee Action Request: We recommend the GCEDC Board pass a resolution "Accepting the bid received from G. DeVincentis & Son Construction Co., Inc. in the amount of \$9,777,000.00, contingent upon contract approval from NYS Empire State Development".

Contract B to be determined.



March 18, 2021

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

**RE: STAMP FORCE MAIN
CONTRACT A: CENTRAL AREA & CONTRACT B: NORTH AREA
CPL PROJECT NO.: 15981.00
RECOMMENDATION FOR AWARD**

Dear Mark:

The bids for the above referenced project were opened on March 12, 2021. Bids were opened for two areas: Contract A: Central Area and Contract B: North Area. A copy of our bid tabulation is enclosed for your information and review.

A total of two (2) bids were received for Contract A: Central Area, which consists of installing 15,500 LF of 20-inch force main via directional drilling method, along NYS Route 63 through the U.S. Fish and Wildlife Service Refuge. Due to regulatory agency requirements, this contract has very restrictive timelines. The work must be substantially complete within 70 days. No work may take place within the Refuge between April 1 and July 15. Work may only take place between Oak Orchard Creek and Fletcher Chapel Road (5,900 LF in Contract A) between August 15 and October 31.

The low bid for Contract A: Central Area was submitted by G. DeVincentis & Son Construction Co., Inc. of Binghamton, New York in the amount of \$9,777,000.00. We have reviewed their qualifications and have discussed their bid in detail. We feel the bid received is a true representation of the costs to complete this project and that the contractor is qualified to complete the contract.

A total of six (6) bids were received for Contract B: North Area, which consists of installing 18,300 LF of 18-inch and 20-inch force main via open cut (14,400 LF) and directional drilling (3,900 LF) methods, along NYS Route 63, from the northern Refuge boundary to the Oak Orchard discharge location north of Shelby Center. Due to regulatory agency requirements, this contract has restrictive timelines. The work must be substantially complete within 180 days. Work may only take place between Oak Orchard Creek and Fletcher Chapel Road (1,800 LF in Contract B) between August 15 and October 31.

The low bid for Contract B: North Area was submitted by Highlander Construction, Inc. of Memphis, New York in the amount of \$5,193,445.00. We have reviewed their qualifications and have discussed their bid in detail. We feel the bid received is a true representation of the costs to complete this project and that the contractor is qualified to complete the contract.

It is our understanding that the GCEDC currently has approximately \$10,900,000 available for force main construction, which will not allow both contracts to be awarded at this time. Due to the very restrictive annual time constraints, Contract A: Central Area is a higher priority to award and complete construction this year. The GCEDC could delay a decision for Contract B: North Area by 45 days (April 26) to seek additional funding, or possibly longer if Highlander Construction would agree to honor their bid for a longer period.



We recommend the GCEDC Board pass a resolution **“Accepting the bid received from G. DeVincentis & Son Construction Co., Inc. in the amount of \$9,777,000.00, contingent upon contract approval from NYS Empire State Development”**.

We also recommend the GCEDC Board pass a resolution **“Tabling the Contract B: North Area bid decision”**.

Alternatively, the GCEDC Board could pass a resolution **“Rejecting the Contract B: North Area bids”**, and the project could be rebid in the future. However, it is unclear if bids for this work will be lower in the future. In addition, work may only take place between Oak Orchard Creek and Fletcher Chapel Road (1,800 LF in Contract B) from August 15 and October 31.

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

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

Very truly yours,

CPL

A handwritten signature in blue ink, appearing to read "Thomas A. Carpenter".

Thomas A Carpenter, P.E.
Vice President

Enclosures

GCEDC

STAMP Force Main

Project No. 15981.00

Bid Opening: March 12, 2021 @ 11 am

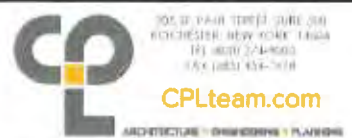
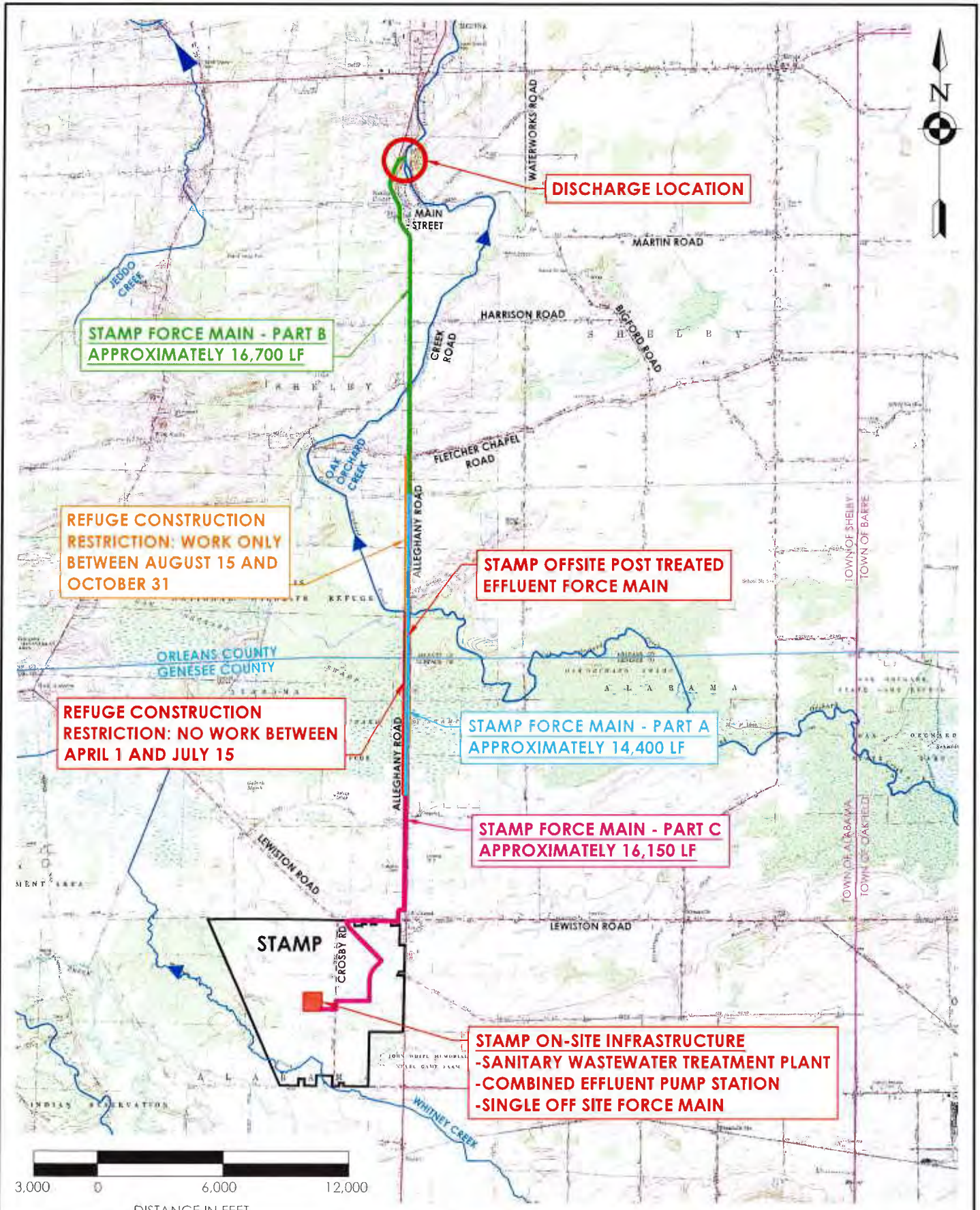
Bid Item	Description	Quantity	Unit	G. DeVincentis & Son Construction		EnCompass Pipeline, LLC	
				Unit Price	Base Bid	Unit Price	Base Bid
Base Bid - Contract A: Central Area							
1	Mobilization (shall not exceed 3%)	1	LS	\$ 290,000.00	\$ 290,000.00	\$ 447,000.00	\$ 447,000.00
2	Maintenance and Protection of Traffic Including Signs and Flaggerperson	1	LS	\$ 265,000.00	\$ 265,000.00	\$ 496,789.85	\$ 496,789.85
3	Erosion Control	1	LS	\$ 262,750.00	\$ 262,750.00	\$ 150,387.47	\$ 150,387.47
4	Rock Removal	250	CY	\$ 200.00	\$ 50,000.00	\$ 2,073.26	\$ 518,315.00
5	Select Granular Fill	1,000	CY	\$ 64.00	\$ 64,000.00	\$ 11.56	\$ 11,560.00
8	Horizontal Directional Drilling with 20-inch Diameter DR-9 DIPS HDPE Sanitary Force Main. Complete	15,500	LF	\$ 490.00	\$ 7,595,000.00	\$ 782.52	\$ 12,129,060.00
10A	Furnish and Install Maintenance Manhole Assembly within the Iroquois National Wildlife Refuge. Complete	12	EA	\$ 60,000.00	\$ 720,000.00	\$ 45,389.10	\$ 544,669.20
11	Furnish and Install Metering Manhole Assembly. Complete	2	EA	\$ 70,000.00	\$ 140,000.00	\$ 43,684.82	\$ 87,369.64
12B	Furnish and Install 20-Inch Butterfly Valve. Complete	28	EA	\$ 9,250.00	\$ 259,000.00	\$ 13,954.92	\$ 390,737.76
14	Gravel Driveway Restoration	25	LF	\$ 250.00	\$ 6,250.00	\$ 402.53	\$ 10,063.25
17	Regrade Existing Access Roads within the Iroquois National Wildlife Refuge	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 41,079.12	\$ 41,079.12
18	Compaction Testing Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
19	Field Change Allowance	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Total Base Bid - Contract A: Central Area					\$ 9,777,000.00		\$ 14,932,031.29

3a

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GCFC
 STAMP Force Main
 Project No. 15981.00
 Bid Opening: March 12, 2021 @ 11 am

Bid Item	Description	Quantity	Unit	Highlander Construction, Inc.		Milmerst Construction, Inc.		T16 Site Contracting, Inc.	
				Unit Price	Base Bid	Unit Price	Base Bid	Unit Price	Base Bid
Base Bid - Contract B: North Area									
1	Maintenance and Protection of Traffic Including Signs and Flaggers	1	LS	\$ 148,000.00	\$ 148,000.00	\$ 150,000.00	\$ 150,000.00	\$ 160,000.00	\$ 160,000.00
2	Maintenance and Protection of Traffic Including Signs and Flaggers	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 100,000.00	\$ 100,000.00	\$ 20,000.00	\$ 20,000.00
3	Erosion Control	1	LS	\$ 37,000.00	\$ 37,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
4	Risk Removal	1,200	CY	\$ 140.00	\$ 48,000.00	\$ 0.01	\$ 12.00	\$ 50.00	\$ 60,000.00
5	Select Gravel Fill	1,000	CY	\$ 40.00	\$ 40,000.00	\$ 75.00	\$ 75,000.00	\$ 41.75	\$ 41,750.00
6	Furnish and Install 18-Inch Diameter DR-18 PVC Sanitary Force Main Complete	54,000	LF	\$ 47.00	\$ 2,538,000.00	\$ 125.00	\$ 6,750,000.00	\$ 175.00	\$ 9,450,000.00
7	Furnish and Install 18-Inch Diameter DR-9 DIPS HDPE Sanitary Force Main Complete	880	LF	\$ 239.00	\$ 210,320.00	\$ 170.00	\$ 149,600.00	\$ 178.00	\$ 156,640.00
8	Horizontal Directional Drilling with 24-Inch Diameter DR-9 DIPS HDPE Casing Pipe and 18-Inch Diameter DR-9 HDPE DIPS Casing Pipe Complete	1,300	LF	\$ 303.00	\$ 393,900.00	\$ 628.00	\$ 816,400.00	\$ 705.00	\$ 916,500.00
9	Horizontal Directional Drilling with 36-Inch Diameter DR-9 DIPS HDPE Casing Pipe and 18-Inch Diameter DR-9 HDPE DIPS Casing Pipe Complete	800	LF	\$ 1,242.00	\$ 993,600.00	\$ 1,300.00	\$ 1,040,000.00	\$ 1,145.00	\$ 916,000.00
10B	Furnish and Install Maintenance Manhole Assembly Outside of the Impact Mitigation Wildlife Refuge Complete	9	EA	\$ 18,320.00	\$ 164,880.00	\$ 10,000.00	\$ 90,000.00	\$ 19,000.00	\$ 171,000.00
12A	Furnish and Install 18-Inch Battery Valve Complete	7	EA	\$ 1,000.00	\$ 7,000.00	\$ 1,000.00	\$ 7,000.00	\$ 1,275.00	\$ 8,925.00
12B	Furnish and Install 24-Inch Battery Valve Complete	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 3,400.00	\$ 6,800.00
13	Open Cut Road Crossings	125	LF	\$ 39.00	\$ 4,875.00	\$ 50.00	\$ 6,250.00	\$ 35.00	\$ 4,375.00
14	Gravel Driveway Resurfacing	650	LF	\$ 69.00	\$ 44,850.00	\$ 10.00	\$ 6,500.00	\$ 20.00	\$ 13,000.00
15	Asphalt Driveway Resurfacing	225	LF	\$ 122.00	\$ 27,450.00	\$ 50.00	\$ 11,250.00	\$ 65.00	\$ 14,625.00
16	Furnish and Install Curb Sidewalk Complete	1	LS	\$ 119,000.00	\$ 119,000.00	\$ 600,000.00	\$ 600,000.00	\$ 115,000.00	\$ 115,000.00
18	Compaction Testing Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
19	Field Change Allowance	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Total Base Bid - Contract B: North Area					\$ 5,193,445.00		\$ 4,567,132.80		\$ 4,821,475.00
Bid Item	Description	Quantity	Unit	Moroch Pipeline, Inc.		Accadia Site Contracting, Inc.		4th Generation Construction	
				Unit Price	Base Bid	Unit Price	Base Bid	Unit Price	Base Bid
Base Bid - Contract B: North Area									
1	Maintenance and Protection of Traffic Including Signs and Flaggers	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 210,000.00	\$ 210,000.00	\$ 220,000.00	\$ 220,000.00
2	Maintenance and Protection of Traffic Including Signs and Flaggers	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 250,000.00	\$ 250,000.00	\$ 11,050.00	\$ 11,050.00
3	Erosion Control	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 100,000.00	\$ 100,000.00
4	Risk Removal	1,200	CY	\$ 75.00	\$ 90,000.00	\$ 1.00	\$ 1,200.00	\$ 125.00	\$ 150,000.00
5	Select Gravel Fill	1,000	CY	\$ 9.00	\$ 9,000.00	\$ 75.00	\$ 75,000.00	\$ 25.00	\$ 25,000.00
6	Furnish and Install 18-Inch Diameter DR-18 PVC Sanitary Force Main Complete	14,000	LF	\$ 164.00	\$ 2,296,000.00	\$ 145.00	\$ 2,030,000.00	\$ 112.00	\$ 1,568,000.00
7	Furnish and Install 18-Inch Diameter DR-9 DIPS HDPE Sanitary Force Main Complete	180	LF	\$ 1,080.00	\$ 194,400.00	\$ 705.00	\$ 126,900.00	\$ 172.00	\$ 30,960.00
8	Horizontal Directional Drilling with 24-Inch Diameter DR-9 DIPS HDPE Sanitary Force Main Complete	1,300	LF	\$ 913.70	\$ 1,187,810.00	\$ 301.00	\$ 391,300.00	\$ 280.00	\$ 364,000.00
9	Horizontal Directional Drilling with 36-Inch Diameter DR-9 DIPS HDPE Casing Pipe and 18-Inch Diameter DR-9 HDPE DIPS Casing Pipe Complete	800	LF	\$ 1,213.00	\$ 970,400.00	\$ 1,100.00	\$ 880,000.00	\$ 32,200.00	\$ 25,760.00
10B	Furnish and Install Maintenance Manhole Assembly Outside of the Impact Mitigation Wildlife Refuge Complete	9	EA	\$ 19,210.00	\$ 172,890.00	\$ 63,000.00	\$ 567,000.00	\$ 20,000.00	\$ 180,000.00
12A	Furnish and Install 18-Inch Battery Valve Complete	7	EA	\$ 1,177.00	\$ 8,239.00	\$ 15,000.00	\$ 105,000.00	\$ 8,000.00	\$ 56,000.00
12B	Furnish and Install 24-Inch Battery Valve Complete	2	EA	\$ 1,360.00	\$ 2,720.00	\$ 15,000.00	\$ 30,000.00	\$ 10,000.00	\$ 20,000.00
13	Open Cut Road Crossings	125	LF	\$ 17.20	\$ 2,150.00	\$ 75.00	\$ 9,375.00	\$ 3,275.00	\$ 409,375.00
14	Gravel Driveway Resurfacing	650	LF	\$ 12.40	\$ 8,060.00	\$ 10.00	\$ 6,500.00	\$ 6.00	\$ 3,900.00
15	Asphalt Driveway Resurfacing	225	LF	\$ 41.40	\$ 9,315.00	\$ 50.00	\$ 11,250.00	\$ 30.00	\$ 6,750.00
16	Furnish and Install Curb Sidewalk Complete	1	LS	\$ 94,700.00	\$ 94,700.00	\$ 600,000.00	\$ 600,000.00	\$ 205,000.00	\$ 205,000.00
18	Compaction Testing Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
19	Field Change Allowance	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Total Base Bid - Contract B: North Area					\$ 6,241,401.00		\$ 7,851,576.80		\$ 7,745,268.00



DATE:	12/23/2020
DRAWN:	NLC
CHECKED:	ARK
SCALE:	1"=6,000'
PROJ. #:	XXXX.XX

SANITARY EFFLUENT DISCHARGE LOCATION MAP
 GENESEE COUNTY ECONOMIC DEVELOPMENT CENTER
 STAMP OFFSITE POST TREATED EFFLUENT FORCE MAIN
 TOWN OF ALABAMA, NEW YORK STATE

NOTICE OF AWARD

Date of Issuance: **March 25, 2021**

Owner: **Genesee County Economic Development Center** Owner's Contract No.:

Engineer: **CPL** Engineer's Project No.: **14351.00**

Project: **STAMP Force Main** Contract Name: **Contract A:
Central Area**

Bidder: **G. DeVincentis & Son Construction Co., Inc.**

Bidder's Address: **7 Belden Street, Binghamton, NY 13903**

TO BIDDER:

You are notified that Owner has accepted your Bid dated **March 12, 2021** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

STAMP Force Main – Contract A: Central Area

The Contract Price of the awarded Contract is: **Nine Million, Seven Hundred Seventy-Seven Thousand Dollars and zero cents (\$9,777,000.00)**

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents has been made available to Bidder electronically.

Five (5) sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner (via Engineer) **Three (3)** counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security (Performance and Payment Bonds) and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Genesee County Economic Development Center**

Authorized Signature

By: **Mark Masse, CPA**

Title: **GCEDC Senior VP of Operations**

Copy: CPL (Engineer)

Construction inspection and administration proposal

Discussion: The GCEDC has received a construction inspection and inspection proposal for the construction of a 20 inch force main transmission line along Route 77 through the USFWS refuge. The contract is broken down into three tasks, with project management at \$76,000, and contract administration of \$178,000 which will be billed as a lump sum percentage of completion. The third task, construction inspection services, will be billed on an hourly basis with a not to exceed amount of \$306,000.

Fund Commitment: Not to exceed \$560,000 covered under the \$33 million.

Committee Action Request: Recommend approval of construction inspection and administration proposal.



March 19, 2021

Mark Masse, Senior Vice President of Operations
Genesee County Economic Development Center
99 Med Tech Drive, Suite 106
Batavia, NY 14020

**RE: STAMP WASTEWATER FORCE MAIN CONSTRUCTION
CONTRACT A CENTRAL AREA (REFUGE)
PROPOSAL FOR ENGINEERING SERVICES**

Dear Mark:

We are pleased to submit our proposal for engineering services related to construction of the Wastewater Force Main for the STAMP site, located in the Town of Alabama and the Town of Shelby.

Our proposal is based on our intimate knowledge of the STAMP project and our significant involvement in its development over the past approximately eleven years. In accordance with the attached concept map, this large 44,750 LF project was separated into three contracts for bidding and construction: Contract A Central Area (Refuge), Contract B North Area (North of Refuge) and Contract C South Area (South of Refuge).

Bids were opened for Part A Central Area and Part B North Area on March 12, 2021. The following scope of work relates to construction services for Contract A Central Area (Refuge) which was recommended for contract award.

The tasks performed as part of this proposal will be completed in accordance with similar tasks performed by CPL for other STAMP subprojects and other GCEDC/GGLDC Shovel Ready projects.

Program Management Construction

Provide meetings and coordination with the Project Team (CPL, GCEDC & Tech Team), municipalities, agencies, and other stakeholders as well as the internal CPL team. Provide budgeting, scheduling, strategy, and funding support to GCEDC.

Construction Administration

Provide contract administration services which include contract agreement preparation, shop drawing review, processing payment requests, preconstruction and project meetings, schedule coordination, budget tracking, preparation of change orders, final inspection and punch list, and preparation of record drawings based upon information provided by the Contractor.

Provide coordination with the Contractor, GCEDC, Town of Alabama, Town of Shelby, and regulatory agencies.

Provide administration services relating to funding and regulating agency requirements which include NYS ESD, USFWS, NYS DEC, USACE, NYS DOT, and MWBE.



Construction Inspection

Provide qualified Resident Inspectors to monitor construction and the Contractor's compliance with the Contract Documents. The Resident Inspectors will serve as GCEDC's onsite representatives on the project, maintain detailed records of the work performed, document payments to the contractor, handle concerns and complaints from residents affected by the project, and coordinate with regulatory agencies and utilities.

Proposed Fees

The attached "STAMP Force Main Contract A Engineering Fee Estimate" provides a breakdown of our proposed Scope of Work for this project including Phases, Tasks, Man-Hours, and Fees. A summary of the proposed Tasks and Fees is provided as follows.

Contract A Central Area (Refuge)

Phase	Fee
1. Project Management	\$ 76,000
2. Construction Administration	\$178,000
3. Construction Inspection	<u>\$306,000</u>
Contract A Central Area (Refuge) Total	\$560,000

We propose to provide Phase 1 and 2 services on a lump sum and percentage of completion basis. We propose to complete Phase 3 Construction Inspection services on an hourly basis with the following hourly rates for the duration of this project:

Construction Team Member	Hourly Rate
Inspector	\$85
Chief Inspector	\$95
Project Manager	\$125

We appreciate the opportunity to submit our proposal and welcome the opportunity to assist you with this construction effort. Upon your review, should you have any questions, please contact me at (585) 402-7595.

Very truly yours,

CPL

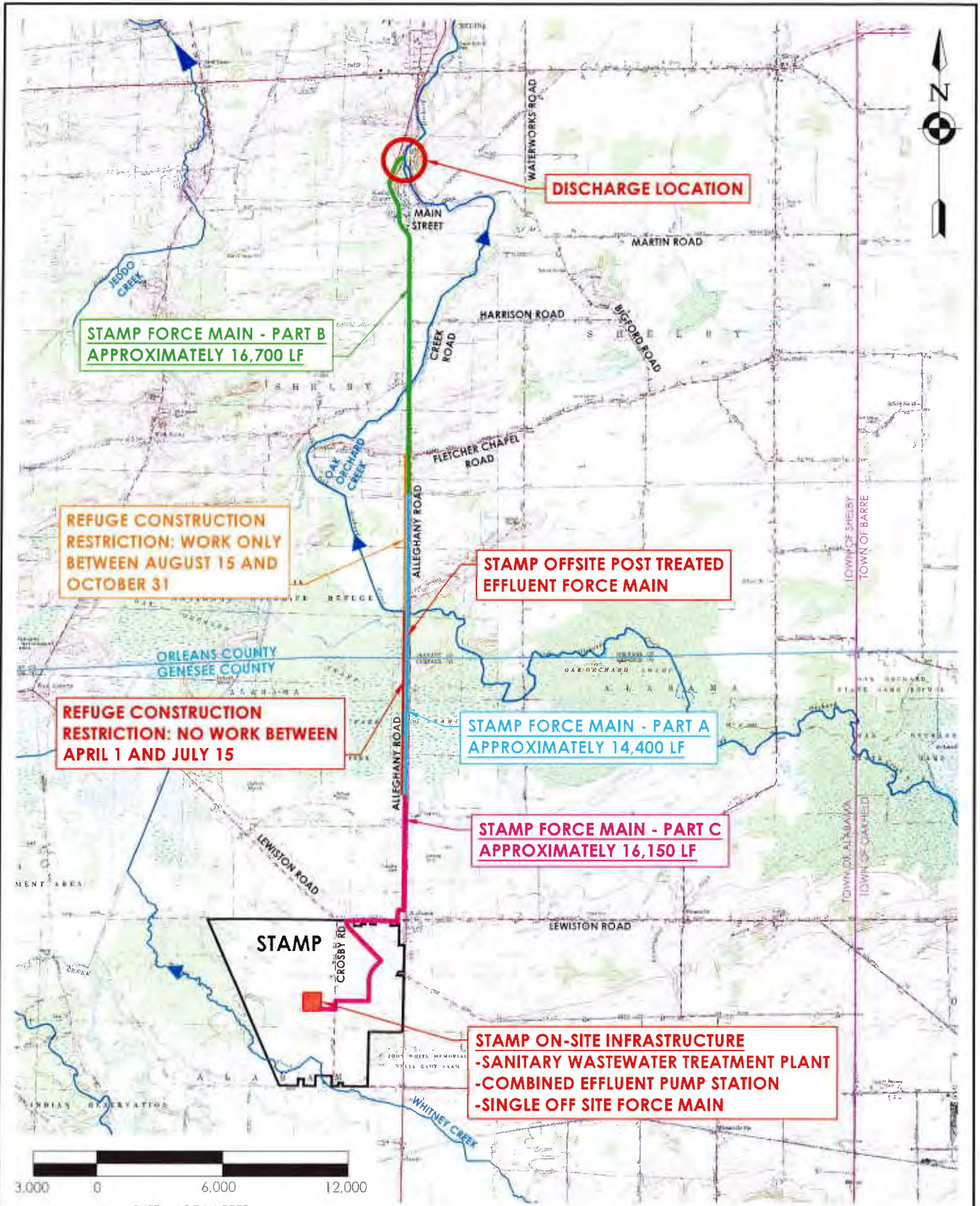
Thomas A. Carpenter, P.E.
 Vice President

Enclosures

Authorization By:

Signature: _____
 GCEDC/GGLDC

Date: _____



 <p>CPLteam.com ARCHITECTURE • ENGINEERING • PLANNING</p>	DATE: 12/23/2020
	DRAWN: NLC
	CHECKED: ARK
	SCALE: 1"=6,000'
	PROJ. #: XXXX.YX

SANITARY EFFLUENT DISCHARGE LOCATION MAP
 GENESSEE COUNTY ECONOMIC DEVELOPMENT CENTER
 STAMP OFFSITE POST TREATED EFFLUENT FORCE MAIN
 TOWN OF ALABAMA, NEW YORK STATE

STAMP Force Main Contract A (Refuge)
 Engineering Fee Estimate
 Date: 3/19/2021

Man-Hours

Tasks	Resource Principal	Principal	Sr Proj Managers	Project Managers	Engineers	Drafters	Inspector	Chief Inspector	Fee
Contract A Central Refuge									
1. Program Management									
Miscellaneous Expense									\$ 5.00
Project Management	9	40	107	160	40	0	0	0	\$ 50,990.00
STAMP Program Management		41	80	0	0	0	0	0	\$ 25,505.00
Subtotal	9	81	187	160	40	0	0	0	\$ 76,500.00
2. Construction Administration									
Miscellaneous Expense									\$ 9.00
Contract Administration, Coordination (Contractor, GC/EDC, Tech Team, Alabama) & Agency Requirements (Shelby, NYS ESD, MWBE, USWFS, NYS DOT, NYS DEC, USA)	8	80	200	400	800	27	0	0	\$ 178,625.00
Subtotal	8	80	200	400	800	27	0	0	\$ 178,634.00
3. Construction Inspection									
Miscellaneous Expense									\$ 730.00
Onsite Construction Inspection	0	0	0	240	0	0	1900	1200	\$ 305,500.00
Subtotal	0	0	0	240	0	0	1900	1200	\$ 306,230.00
Contract A Subtotal									\$ 661,364.00

Mark Masse

STAMP Committee
March 23, 2021

Final engineering, bidding and construction inspection proposal

Discussion: The GCEDC has received a final engineering, bidding and construction inspection proposal for the extension of a 12 inch water main transmission line from Route 77 along STAMP Drive and Crosby Road, as well as the rebuild of a portion of Crosby Road from STAMP Drive south. This will be necessary infrastructure to support a project at STAMP.

Fund Commitment: Not to exceed \$75,000 covered under the \$33 million.

Committee Action Request: Recommend approval of Final engineering, bidding and construction inspection proposal.

January 28, 2021

Mark Masse, Senior Vice President of Operations
Genesee County Economic Development Center
99 Med Tech Drive, Suite 106
Batavia, NY 14020

**RE: STAMP CROSBY ROAD RECONSTRUCTION AND ONSITE WATER
FINAL ENGINEERING, BIDDING AND CONSTRUCTION
PROPOSAL FOR ENGINEERING SERVICES**

Dear Mark:

We are pleased to submit our proposal for engineering services related to the final engineering, bidding, and construction of the Crosby Road Reconstruction and Onsite Water for the STAMP site located in the Town of Alabama.

Our proposal is based on our intimate knowledge of the STAMP project and our significant involvement in its development over the past approximately eleven years. This proposal addresses the need for new onsite infrastructure related to potential tenants interested in locating at the park. Our proposal assumes that approximately 1,800 LF of Crosby Road will be reconstructed and approximately 5,000 LF of new water main will be installed along the Main Entrance from Route 77 and along a portion of Crosby Road. Our proposal assumes that the water work and the road reconstruction will be bid as one contract during the bidding process.

The tasks performed as part of this proposal will be completed in accordance with similar tasks performed by CPL for other STAMP subprojects and other GCEDC/GGLDC Shovel Ready projects.

Final Engineering and Permitting

Engineering of both the Crosby Road reconstruction and water main extension were started in 2016-2017. The following items remain to be completed:

- Crosby Road Reconstruction
 - Final design for snowmobile crossing at 42-inch culvert crossing.
 - Final grading design.
 - Permitting for the proposed 42-inch culvert crossing (JPA required).
 - Specifications.

- Water Main Extension
 - Specifications



Bidding

Provide up to twenty (20) sets of plans, specifications, and contract documents to be issued to prospective bidders.

During the bidding period, we will respond to bidders' questions and issue any addenda required for the interpretation and clarification of the bidding documents.

We will attend the bid opening, review bids for compliance with the bid requirements and mathematical correctness, prepare a bid tabulation, investigate bidders' qualifications, and prepare a written recommendation for the award of the contract.

Construction Administration

Provide contract administration services which include contract agreement preparation, shop drawing review, processing payment requests, preconstruction and project meetings, schedule coordination, budget tracking, preparation of change orders, final inspection and punch list, and preparation of record drawings based upon information provided by the Contractor.

Provide coordination with the Contractor, GCEDC, Town of Alabama, Genesee County Highway, National Grid, NYS DOT, and regulatory agencies.

Provide administration services relating to funding and regulating agency requirements which include NYS ESD, NYS DEC, USACE, NYS DOT, and MWBE.

Construction Inspection

Provide a qualified Resident Inspector to monitor construction and the Contractor's compliance with the Contract Documents. The Resident Inspector will serve as GCEDC's onsite representative on the project, maintain detailed records of the work performed, document payments to the contractor, handle concerns and complaints from residents affected by the project, and coordinate with regulatory agencies and utilities.

Proposed Fees

The attached "STAMP Crosby Road Reconstruction and Onsite Water Construction Engineering Fee Estimate" provides a breakdown of our proposed Scope of Work for this project including Phases, Tasks, Man-Hours, and Fees. A summary of the proposed Tasks and Fees is provided as follows.

Task	Fee
1. Final Engineering and Permitting	\$10,000
2. Bidding	\$ 7,000
3. Construction Administration	\$22,000
4. Construction Inspection	\$36,000
Crosby Road and Onsite Water Construction Total	\$75,000



We propose to provide these services on a lump sum and percentage complete basis, except for the Construction Inspection which will be completed on an hourly not-to-exceed basis. Construction Inspection will be billed at \$90/hour and we have assumed a 400-hour construction schedule.

We appreciate the opportunity to submit our proposal and welcome the opportunity to assist you with this bidding effort. Upon your review, should you have any questions, please contact me at (585) 402-7506.

Very truly yours,

CPL

Andrew R. Kosa, P.E.
Principal Associate

Enclosure

Authorization By:

Signature: _____
GCEDC/GGLDC

Date: _____

3c

STAMP Crosby Road Reconstruction and Onsite Water Construction
 Engineering Fee Estimate
 Date: 1/26/2021

Crosby Road Reconstruction and Onsite Water Construction

Tasks	Man-Hours										Inspector	Fee	
	Resource Principal	Principal	Sr Proj Managers	Project Managers	Engineers	Drafters	Surveyor						
1. Final Engineering and Permitting													
Final Crosby Road Reconstruction Design		1	4	2	10	16							\$ 3,625.00
Permitting Culvert Crossing			4		8	16							\$ 2,880.00
Specifications (both road and water)	0	1	4		12	16		0	0	0	0	0	\$ 3,545.00
Subtotal	0	2	12	2	30	48		0	0	0	0	0	\$ 10,050.00
2. Bidding													
Bidding Administration	0	2	8	16	20	12		0	0	0	0	0	\$ 7,090.00
Subtotal	0	2	8	16	20	12		0	0	0	0	0	\$ 7,090.00
3. Construction Administration													
Contract Administration	0	2	4	20	60	16		0	0	0	0	0	\$ 12,050.00
Coordination with involved parties (GC/EDC, Alabama, County, N Grid, NYS DOT,)	0	4	2	10	8	0		0	0	0	0	0	\$ 3,640.00
Agency Requirements Administration (NYS ESD, MWBE, NYS DOT, NYS DEC, USACE, N Grid)	0	4	0	12	24	12		0	0	0	0	0	\$ 6,300.00
Subtotal	0	10	6	42	92	28		0	0	0	0	0	\$ 21,990.00
4. Construction Inspection													
Onsite Construction Inspection	0	0	0	0	0	0		0	0	0	400	400	\$ 36,000.00
Subtotal	0	0	0	0	0	0		0	0	0	400	400	\$ 36,000.00
Crosby Road Reconstruction and Onsite Water Construction Total Fees													\$ 75,130.00

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PARTNER FEE AGREEMENT

THIS PARTNER FEE AGREEMENT, effective as of the 25th day of March, 2021 (this "Agreement"), is by and between Genesee County Economic Development Center "GCEDC" (Company), located at 99 MedTech Drive Batavia, NY 14020 and Gary Homonai, a Professional Business Development Consultant with a business located 922 Steel House Blvd., Charlotte, NC 28205 ("Contractor").

WHEREAS, GCEDC desires to retain Contractor to perform certain services, and Contractor desires to perform such services, for and on behalf of GCEDC in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Contractor is an independent contractor.** Contractor's relationship to GCEDC is as an independent contractor. Contractor acknowledges that this Partner Fee Agreement is not an employment contract. Consequently, any payments set forth in this letter agreement shall not be deemed to be wages, and therefore, shall not be subject to any withholdings or deductions. In addition, nothing contained herein shall be construed to create a relationship of employer and employee between Contractor (or Contractor's employees and/or contractors, if any) and GCEDC. All payments made by GCEDC to Contractor shall be reflected on an Internal Revenue Service Form 1099 (and any other form required by federal, state or local taxing authorities), and Contractor shall be responsible for paying all applicable taxes related to the performance of services hereunder, including, but not limited to, income, social security, Medicare and self-employment taxes. In no event shall Contractor hold itself (or its employees and/or contractors, if any) out to be an employee of GCEDC to any third party, including, but not limited to, any client, customer, or vendor of GCEDC. Contractor shall have no authority to bind GCEDC in any matter.

2. **Term of Agreement.** Unless otherwise terminated, the term of this Agreement shall commence as of the date set forth above and shall continue for a term of one year or until either party terminates this contract, with or without cause, upon at least thirty (30) days' written notice/email.

3. **Contractor will perform Services for GCEDC.** The contractor must provide a new "customer verification" letter to stake his claim on any client/project(s) in writing/email to verify to GCEDC this is a new prospect. GCEDC will in return, review and verify in writing/email to contractor that this is a new client/project and the partner fee agreement will commence. During the term of this signed customer verification/form letter, Contractor shall provide exclusive Business Development services, as requested by GCEDC (the "Services") and only GCEDC for this prospect.

4. **Contractor sets methods and service hours.** Contractor shall choose when (days and times), where, and how it will perform the Services under this Agreement, free of supervision or direction from the Company.

5. **Partner Fees.** GCEDC shall pay Contractor a one-time fee equal to 10% of GCEDC's 1.25% benefitted project amount origination/administration fee per GCEDC Financial Assistance Application - for the Services under this Agreement. Such fee shall be payable by GCEDC if and only when GCEDC shall have actually received the 1.25% fee. Contractor shall submit the signed (by both parties) "customer verification" letter as an invoice detailing the Services provided at Project's closing date with GCEDC at 99 MedTech Drive Batavia, NY 14020. Company shall pay Contractor (or heirs) by check in proportionate to the agreed upon Project's

payment terms within 30 days of receiving Projects' origination/administration fee payments into GCEDC's account. The parties understand and agree: (i) the above referenced fee is payable by GCEDC only upon receipt of its full 1.25% origination/administration fee; (ii) the above referenced fee is a one-time fee and does not apply to any expansion or addition to the original project; (iii) the term of this contract for payment is five (5) years post submission of said customer verification letter/invoice by partner .

Example based on above \$700,000,000 benefitted amount for a project:

GCEDC Fee = 1.25% or \$8,750,000

*Partner Fee = 10% would be \$875,000- less any contractor's time, travel and related expenses paid from GCEDC expense reports accumulated for the project

GCEDC will pay out partner fee - after project origination/administration fees are received.

6. **Additional compensation and/or benefits; Out-of-Pocket Expenses.** The Partner Fee Agreement will allow for GCEDC to approve time, travel and related expenses. The time, travel and related expenses must be approved in advanced by GCEDC and will be paid within 30 days after contractor submits an expense report . *The contractor will be paid \$250/day for the time portion related to travel referenced on his expense report plus other travel related expenses and it will be subtracted from the Partner Fee as referenced in the section above. Contractor will not be entitled to any other payments, benefits, or compensation, including, but not limited to pension, health benefits, vacation pay, sick pay or other fringe benefits from GCEDC. Contractor shall be responsible for non-approved expenses incurred by Contractor in the course of providing Services under this Agreement.

7. **Full authority and no conflicts of interest.** Contractor expressly represents and warrants that, as of the date of the signing of this Agreement, Contractor is free to enter into this Agreement and is not a party to any contract or agreement which will or may restrict in any way Contractor's ability to fully perform its responsibilities under this Agreement. Contractor also represents that it is unaware of any conflicts of interest that would or could prevent or restrict in any way its ability to fully perform its responsibilities under this letter agreement. Contractor represents that it will immediately inform Company of any potential conflicts of interest that arise during the pendency of this Agreement.

8. **Indemnification.** The Contractor shall indemnify, defend and hold Company and its employees, officers and directors harmless from any claims, losses, liabilities or expenses it or its affiliates or subsidiaries may suffer, including reasonable attorneys' fees, which may be imposed on Company or any of its employees, officers and directors as a result of any act or omission or alleged act or omission by Contractor.

The Company shall indemnify, defend and hold Contractor and its employees, officers and directors harmless from any claims, losses, liabilities or expenses it or its affiliates or subsidiaries may suffer, including reasonable attorneys' fees, which may be imposed on Contractor or any of its employees, officers and directors as a result of any act or omission or alleged act or omission by Company.

9.. **Assignment.** This Agreement, and the rights and obligations hereunder, may not be assigned by Contractor without the express written consent of GCEDC.

10. **Confidential Information.** Contractor shall not use for any purpose (other than as necessary to perform the Services contemplated hereby), disclose to any person, or keep or make copies of any "Confidential Information," as defined hereinafter. For purposes of this Agreement, "Confidential Information" shall mean any and all information as deemed by the project.

11. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements between Contractor and [Company] related

to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

12. **Severability.** If any provision of this Agreement shall be deemed to be unenforceable, the remaining provisions shall, to the extent possible, be carried into effect taking into account the general purpose and spirit of this Agreement.

13. **Waiver.** Any failure or delay on the part of either party in exercising its rights shall not operate as a waiver of such rights, nor shall a single or partial exercise preclude any further exercise of any right, power or privilege by any party.

14. **Governing Law; Venue.** This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of laws principles thereof. Any court action concerning this Agreement shall be brought in the state or federal courts of the County of Genesee, State of New York.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

16. **Limitation of Liability.** Neither Party shall be liable for any lost revenue, lost profits, or other indirect, special, incidental or consequential damages. Without limiting the forgoing, in no event shall aggregate, cumulative liability of either Party under this Agreement for any cause whatsoever exceed the amount paid to Contractor under Section 6 for the time portion related to travel at the day rate of \$250 to pursue this prospect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FOR [COMPANY]

By: _____
Title: _____

FOR CONTRACTOR:

By: Ray W. Homara
Title: 03/03/2021