

TOWN OF WEST SENECA



ENGINEERING DEPARTMENT

TOWN SUPERVISOR
GARY DICKSON

TOWN COUNCIL
WILLIAM P. HANLEY JR.
JEFF PIEKAREC
JOSEPH CONTAFIO
WILLIAM BAUER

July 29, 2020

Honorable Town Board
Town of West Seneca

Re: Professional Service Contract award

Honorable Board Members,

Several weeks ago, Supervisor Dickson and Mark Hummel met with members of Erie County Sewers along with Rick Henry and myself from CPL to discuss flows in ECSD3 transmission main, West Seneca Sewer District 12, and their outfall into West Seneca Sewer District 13 Trunk lines. At the meeting we discussed completing a small sewer flow investigation to understand how the sewers are operating during storm events in order to identify or confirm a project or projects that would help sewer backups in West Seneca Sewer District 12. Erie County Sewers owns its mobile sewer flow monitors and has agreed to install them in several locations in their mains in Erie County Sewer District 3. To complete the study, West Seneca needs to install 3 flow monitors in our system. We received quotes for this flow monitoring from Tec Smith, headquartered in Elma New York and from Koester Associates, headquartered in Canastota New York. Tec Smith provided the lowest quote and is well known in Western New York, completing a majority of all flow studies in the area. Their price is \$11,400 for two months and \$5,700 more if an additional month is required (based on the number of significant rainfall events we get during the period of the study). Please authorize engineering to move forward with this flow study in an amount not to exceed \$17,100 for this work and we will coordinate with Erie County on exact timing of install for these flow meters. Attached are both quotes for your review. This will get paid for out of the program maintenance line in the sewer budget.

Very truly yours,

Steven R. Tanner, P.E.
Town Engineer

cc: Files: TB.
Project



K O E S T E R[®]

July 27, 2020

Steven Tanner, PE
Principal Associate
CPL – Buffalo

Ref: West Seneca - Flow Study

Dear Mr. Tanner, PE,

Thank you for your inquiry to Koester Associates (KAI) to perform flow monitoring services in West Seneca, NY. KAI's scope for flow monitoring will entail the following.

KAI will install (3) area-velocity flow meters and (1) rain gauge with cell-phone packages for a duration of (8) weeks, starting in the Month of August 2020. This proposal outlines the base price for (8) weeks and an additional (4) week amount. These units will be installed, calibrated, and the cell phone packages verified during installation. After the completion of the (8) weeks the equipment will be removed by our personnel unless directed that the additional (4) weeks will be added. Data collected during this study will be broadcast to a server daily. It is preferred to have manhole locations that are located outside of roadways. A username and password will be given to your firm. Data will be able to be viewed and downloaded into a "CSV" file off this server to allow for importation into a Microsoft Excel spreadsheet.

Prior to commencement, we reserve the right to inspect and review the designated sites with the owner and engineer. This is mandatory to prepare the proper equipment and find possible alternate sites should the original site be deemed not acceptable for flow monitoring. Confined entry will be performed by (2) KAI certified technicians, any additional personnel deemed necessary shall be provided by the town.

Mobilization and Programming:

(1) One day of site evaluation with the owner and engineer

(1) Installation, and setup of the above flow metering equipment. KAI will deploy (2) confined entry certified technicians for installation of the meter. Any additional people required shall be provided by the town. Road control is not included in this proposal. Flow meters will be setup to collect in 5 minute intervals collecting level (in.), velocity (ft/sec.), and flow rate (gpm) unless instructed otherwise.

Return Visits:

(10) One day return visit to inspect each site and verify the flow meter. (Includes 1 per week site visit, and (2) additional visits for post-storm event)

Removal:

(1) One day of removal of the flow meters. KAI will deploy (2) confined entry certified technicians for installation of the meter. Any additional people required shall be provided by the town. Road control is not included in this proposal.

Equipment to Include:

- (3) Area-Velocity Flow Meters with batteries
- (3) Area-Velocity Sensor Spring Rings/Mounting Bands
- (1) Rain Gauge
- (4) Cell Phone Package for the flow meter and Rain Gauge

PRICE: \$31,640.00 for (2) months an additional month \$10,000.00

Note: Each site will be setup with a cell phone package. The engineer will be able to access the data. The data will push a few times a day to preserve battery consumption. It is preferred to have manhole locations that are outside of roadways. Alarms will be setup in the meter to notify Koester Associates of potential sensor error, or low battery power. Should the sensor be in an error it is more than likely covered with debris.

Schedule of Values:

- 1/3 due 4 weeks after installation
- 1/3 due 8 weeks after installation
- The remainder will be due Net 15 at the end of the study

Regards,

Mike Ademovic
Vice President
Koester Associates
Cell: 315-790-0561
mademovic@koesterassociates.com

CC. Eric Koester

Notes/Comments/Clarifications:

- Only items and services explicitly listed in this proposal shall be provided
- lead times are based upon current workload. Lead times are subject to change dependent upon incoming orders.
- Due to the recent COVID-19 outbreak the lead times maybe subject to change without notice.
- Standard Terms and Conditions, on the attached page, are incorporated in this quotation. Except for shipping charges, which may be subject to change at date of shipment, prices quoted shall remain firm 60 days. Payment is due net 30 days after shipment. No holdbacks or credits will be allowed.
- Should any equipment be damaged or stolen at no fault of Koester associates the end-user, or signee of the proposal is responsible for the items. Damage would entail anything outside the normal wear and tear of flow monitoring.

Accepted on (Insert Date): _____
Purchaser: _____
Address: _____

Accepted by KAI on date: _____
Prepared by: Koester Associates, Inc.
3101 Seneca Turnpike
Canastota, NY 13032
(315) 697-3800 phone

(315) 697-3888 fax

info@koesterassociates.com

www.koesterassociates.com

Terms and Conditions

An order will constitute a contract between the Company and the Buyer when accepted in writing by the Company at its home office in Canastota, NY. A contract resulting from the acceptance of an order may be canceled or altered by the Buyer only if agreed to in writing by the Company at its home office, subject to payment of reasonable charges necessary to protect the Company from loss. Until accepted, as provided herein, an order shall constitute an offer to purchase. Neither the acceptance of any deposit made with an order nor the cashing of any check or other instrument therefore, nor the holding of such deposit by the Company shall be deemed an acceptance of an order, but if the order is not accepted, the Company will promptly refund such deposit.

The Company shall not be liable for any failure to make delivery, for late delivery, or other default by reason of any occurrence or contingency beyond the reasonable control of the Company or of any of its sources of supply or for failure to give notice of any delay. In the event of any such occurrence or contingency, the Company may extend delivery schedules or may, at its option, cancel the order in whole or in part without the liability other than to return any deposit or pre-payment should the whole order be canceled.

The Buyer will reimburse the Company for all taxes, excises and similar charges based upon or measured by the production, storage, sale, transportation or use of the products described herein.

The Company warrants that the products (except products made by the Company to drawings or specifications of the Buyer) will not in themselves infringe any United States patent, but the Company assumes no obligation in regard to patent infringement resulting from the use of the products in combination with equipment or other products not furnished by the Company. Liability under this warranty is limited to the aggregate amount (exclusive of taxes and transportation) to be paid hereunder and is conditioned upon the Buyer's giving the Company prompt written notice of any claim of patent infringement and granting the Company exclusive control of the settlement or litigation thereof.

The Company shall not be bound by any terms, conditions, or representations, which are not stated herein.

The Company shall not be obligated to perform hereunder if, at any time, Buyer's credit rating becomes impaired.

The Company shall retain a security interest in the products supplied hereunder to secure performance of Buyer's obligations and Buyers shall execute all financing statements and other instruments that the Company deems necessary to protect its security interest. If the Buyer defaults in any of its obligations hereunder or is unable to pay its debts as they mature, the Company shall have the right to repossess the products, exercise all legal options to collect the debt and cancel unshipped balances with or without resort to legal process, and Buyer agrees to pay all reasonable collection costs (including reasonable attorney fees) incurred by Company.

All material is sold F.O.B. shipping point and title and risk of loss passes to Buyer on delivery to the common carrier at shipping point. Orders for replacement material must be a new purchase order.

The Buyer shall have the right to inspect the products prior to payment and acceptance and if Buyer's inspection reveals any defects in the products, Buyer shall notify the Company within thirty (30) days after receipt of the products of any claim Buyer might have concerning such defects. Buyer's failure to notify the Company within such thirty-day period shall constitute a waiver by Buyer of all claims covering such defects in the products.

The Company's acceptance of order cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges.

The Company reserves the right to refuse to accept any order which does not meet quantity requirements which the Company may establish for any given product or group of products.

Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify the requirements and pay any additional costs that may be applicable.

The Company reserves the right to correct clerical or stenographic errors or omissions.

THE PRODUCT WARRANTY IS AS SUBMITTED HERewith. NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.

The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of New York. The foregoing terms and conditions will prevail notwithstanding any variance with the terms and conditions of Buyer's order for the produc

July 27, 2020

Steve Tanner, P.E.
CPL Team
26 Mississippi St.
Buffalo, NY 14203
716.218.4741

Quotation for Flow Monitoring Services – Town of West Seneca Flow Monitoring

Dear Mr. Tanner:

This is our quote to provide sanitary sewer flow monitoring services for your project. This flow data will be used to evaluate the downstream capacity of the sanitary sewer system. We will flow monitor for a minimum of two months (8-weeks) with the possibility of a third month.

We are responsible for the performance (operation and function) of the meters we provide and manage. If one of our meters or sensors fails, we will replace it as soon as possible. We are not responsible for lost data due to problems that may occur in the sewer (beyond our control) that damage our equipment or affect the sensor's ability to take measurements.

TECSMITH technicians are trained in OSHA guidelines and procedures and use all the appropriate safety equipment for working in and around sewer systems.

Our charge for flow monitoring service is **\$1,900/meter-month**

- Your project involves three (3) nodes to monitor, weekly service, total expected to be **\$11,400**
- Optional third month: **\$5,700**
- Rain Gauge included at no extra cost.
- *Our terms are Net-30 with a 1.5% interest charge applied each month on late invoices.*

Thank you for this opportunity. Contact me if you have any questions or need more information. Based on our current schedule, we can install meters within a week of notice to proceed.

Sincerely,



Ethan Smith
President

Please issue a Purchase Order or complete the information below and return for us to schedule work.

Signature

PRINT NAME

Date

PHONE NUMBER

Company Name

ADDRESS for Invoicing