THIS AGREEMENT made the 28th day of February 2014

by and between

THE COUNTY OF ERIE, a municipal corporation of the State of New York, having an office and place of business at 95 Franklin Street, Buffalo, New York 14202 (hereafter the "County")

and

Watts Architecture & Engineering, DPC a New York State corporation, having an office and principal place of business at **95 Perry Street, Suite 300, Buffalo, New York 14203** hereafter the "Consultant"

WITNESSETH:

FIRST: The Consultant shall provide **design engineering services for the Salt Road Bridges BINs 3326800 and 3326810 over Beeman Creek Replacement Project PIN 5759.91,** as more fully described in Schedule "A", which is attached hereto and made a part hereof (the "Work"). The Work shall be carried out by the Consultant in accordance with current industry standards, trade practices, and the Locally Administered Federal Aid Program.

The Consultant expressly agrees that the provisions set forth in the attached, Schedule "A-1" Erie County Department of Public Works, Division of Highways Scope of Services, "Appendix A" Standard Clauses for New York State Contracts, "Appendix A-1" Supplemental Title VI Provisions (Civil Rights Act), and "Appendix B" Requirements for Federally Aided Transportation Projects which are attached hereto shall be incorporated into this Agreement as if fully set forth herein.

A list of key personnel of the Consultant, who shall be responsible for the implementation of this Agreement, is set forth in Schedule "A". The Consultant shall provide the County with prior written notice of any proposed changes in key personnel, and the Commissioner of the Department of Public Works or his duly authorized designee (the "Commissioner") shall have sole discretion to approve or disapprove of any such personnel changes.

SECOND: The Consultant shall commence the Work immediately upon written notification from the Commissioner (the "Commencement Date") and shall be completed no later than June 1, 2015..

The Consultant shall report to the County, as the Commissioner may request, on its progress toward completing the Work, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

The Consultant shall properly maintain project progress narrative relative to the services rendered for which compensation is to be paid by the County pursuant to the terms of this Agreement, which shall be submitted on a monthly basis with the consultant invoice. This narrative shall include, but not be limited to, the following:

1. Date.
2. Names and titles of employees rendering service.
3. Nature of service rendered.
4. Required time expended.

The Consultant shall complete those specific Work items identified in Schedule "A" by the interim deadlines set forth therein, unless an interim deadline is extended by the Commissioner in writing, subject to any necessary legal approval of such amendment.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," the Consultant shall be paid an amount not-to-exceed **two hundred twenty four thousand dollars ($224,000.00)** in the manner and at the rates set forth in Schedule "A", which is attached hereto and made a part hereof. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Consultant for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Consultant and paid only after approval by the Commissioner, or his designated representative. All payment requests must be accompanied by a numbered invoice and must include a project progress narrative. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Consultant prior to completion of all Work and the approval of same by the Commissioner.

The Consultant shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. The County will not reimburse for travel within the County, local and long distance telephone, cell phone, electronic communications, AutoCad, computer programs, computer usage, postage, film, or like miscellaneous expenses. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Consultant exceed the not-to-exceed amount set forth above.

FOURTH: Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

FIFTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from **New York State (Department of Transportation)** to operate the **Locally Administered Federal Aid Program** and the amount of the County's matching funds to be advanced by the County for later reimbursement.

If, for any reason, the full amount of said funds is not paid over or made available to the County by **New York State** the County may terminate this Agreement immediately or reduce the amount payable to the Consultant, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Consultant. If the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Consultant, then the Consultant shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: (a) The County, upon ten (10) days notice to the Consultant, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Consultant shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Consultant shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Consultant shall direct any approved subconsultants to do the same.

In the event of a dispute as to the value of the Work rendered by the Consultant prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Work rendered by the Consultant. The Consultant shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Consultant of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided

for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant. Without limiting the foregoing, upon written notice to the Consultant, repeated breaches by the Consultant of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SEVENTH: The Consultant agrees to procure and maintain insurance naming the County as additional insured where indicated, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof.

The Consultant agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Consultant shall defend, indemnify and hold harmless the County, its officers, employees, and agents from and against the Consultant's proportional share of liability, damage, claim, demand, cost, judgment, fee, attorneys' fees, or loss which the County may sustain, be subject to, or be caused to incur because of or as a result of (a) any wrongful act, error, or omission of the Consultant or third-parties under the direction or control of the Consultant; or (b) any willful misconduct of the Consultant or third parties under the direction or control of the Consultant; or (c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Consultant or its subconsultant. Nothing contained herein shall create or give to third parties any claim or right of action against the County or the Consultant beyond such as may legally exist without regard to this provision.

EIGHTH: The Consultant expressly agrees that neither it nor any consultant, subconsultant, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement.

NINTH: The Consultant shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Consultant shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others employed to render the Work hereunder.

TENTH: All records or recorded data of any kind compiled by the Consultant in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Commissioner. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

ELEVENTH: The Consultant shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Consultant shall not subcontract any part of

the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subconsultants are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Consultant that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Consultant and the Consultant shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

Notwithstanding the above, the parties hereto acknowledge and agree that, at the time of execution of this Agreement, the subconsultants have been approved to provide services for the named purpose(s) in connection with this Agreement as specified in Schedule "A.

TWELFTH: The Consultant and the County agree that the Consultant and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

THIRTEENTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

FOURTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County: John C. Loffredo, Commissioner
Department of Public Works
95 Franklin Street, Suite 1400
Buffalo, New York 14202

with a copy to: County Attorney
Department of Law
95 Franklin Street,
Suite 1634
Buffalo, New York 14202

To the Consultant: Watts Architecture & Engineering
95 Perry Street, Suite 300
Buffalo, New York 14203

FIFTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and

writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

SIXTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

SEVENTEENTH: The Consultant recognizes that this Agreement does not grant the Consultant the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other consultants on an "as needed" basis.

EIGHTEENTH: The Consultant hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130. The Consultant further represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Consultant) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

NINETEENTH: Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Consultant hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule **"C"**, and which is made a part hereof.

TWENTIETH: In addition, the Consultant agrees to sign the certifications regarding Drug Free Workplace and Lobbying, attached hereto as Schedules **"D"** and **"E"**, and made a part hereof.

TWENTY-FIRST: The Consultant shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Consultant shall also use all reasonable means to avoid any appearance of impropriety.

TWENTY-SECOND: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This

Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected; impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTY-THIRD: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, The County of Erie and the Consultant have caused this Agreement to be executed.

THE COUNTY OF ERIE

By: _____
Name: Mark C. Poloncarz/Richard Tobe
Title: County Executive/Deputy County Executive

Watts Architecture & Engineering, D.P.C.

By: Phillip M. Galbo
Name: Phillip M. Galbo
Title: Chief Operations Officer

Approved as to content:

By: Electronically signed
Name: John C. Loffredo, P.E.
Title: Commissioner

Approved as to form:

By: Electronically signed
Kristen Walder, Assistant County Attorney
Doc. No. _____
Date _____

Acknowledgment by Party of the Second Part (Corporate)
STATE OF NEW YORK
COUNTY OF ERIE }Ss:

On this 28 day of Feb. 2014 before me personally came Phillip M. Galbo to me known, who being by me duly sworn, did depose and say that he resides in Williamsville, NY that he is the (title) Chief Operations Officer of Watts Architecture & Engineering, DPC, the Corporation described in, and which executed the foregoing instrument that he knew the seal of said corporation; that the seal affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

TINA L. MUSCHAWECK (MELLOTT)
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MU6014849
Qualified in Niagara County
My Commission Expires October 19, 2014

Tina L Muschaweck (Mellott)
Notary Public

Original 9/2008
Rev 1 6/2/09 sect 7 (indemnification)
Rev2 10/29/09 sect 7 (indemnification)
Rev3 1/20/10 sect 7 (indemnification)

SCHEDULE "A"

ENGINEER PROPOSAL/ASSUMPTIONS

Erie County Department of Public Works
Division of Highways

MEMORANDUM

To: Annette Juncewicz
Contract Administrator

From: Brian Rose

Date: February 12, 2014

Subject: **Salt Road Bridges; BINs 3326800 & 3326810; PIN 5759.91**
Preliminary Engineering and ROW Incidentals Contract Proposal
Watts Architecture and Engineering

Attached is an approved proposal from Watts Architecture and Engineering for the Preliminary Engineering and ROW Incidentals phases of the above noted project. Please prepare the necessary contract documents to engage them as the consultant for the project.

Let me know if there are any questions.

cc:

WATTS
ARCHITECTURE &
ENGINEERING
architecture | engineering | environmental

95 Perry Street, Suite 300
Buffalo, New York 14203
p: 716.206.5100
f: 716.206.5199
w: www.watts-ae.com

February 11, 2014

County of Erie
Department of Public Works – Division of Highways
Attention: Brian Rose, P.E.
95 Franklin Street
Buffalo, New York 14202

Re: Fee Proposal Package for P.I.N. 5759.91, Salt Road over Beeman Creek, B.I.N. 3326800 and Salt Road over Beeman Creek, B.I.N. 3326810, Town of Clarence

Dear Mr. Rose:

We have attached the following information for your use in assembling the contract for the subject project:

- Salary Schedule
- Staffing Table
- List of Direct Non-Salary Costs
- Summary
- Technical Assumptions
- Schedule 'A' Summary Sheets (2)

Please contact the undersigned as needed for additional information.

Sincerely,

WATTS ARCHITECTURE & ENGINEERING

Timothy E. Major, P.E.
Senior Associate

Salary Schedule

WATTS ARCHITECTURE & ENGINEERING
Salt Road Bridges over Beeman Creek BIN 3326800 and BIN 3326810
Town of Clarence
PIN 5759.91

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAXIMUM HOURLY RATES	MAXIMUM HOURLY RATES	OVERTIME CATEGORY
		PRESENT Oct-13	PROJECTED Sep-14	2013	2014	
Engineer	VIII (A)	$57.65	$59.67	$60.53	$63.56	A
Principal	IX (A)	$54.98	$56.90	$60.53	$63.56	A
Environmental Department Manager	N/A	$46.85	$48.49	$49.19	$51.65	A
Sr. Architect	N/A	$44.35	$45.90	$48.67	$51.10	A
Sr. Electrical Engineer	N/A	$46.12	$47.73	$57.75	$60.64	A
Engineer	VI (A)	$40.02	$41.42	$44.52	$46.75	A
Environmental Engineer	V (A)	$39.50	$40.88	$41.48	$43.55	A
Senior Mechanical Engineer	N/A	$39.80	$41.19	$47.25	$49.61	A
Office Engineer	IV (N)	$37.50	$38.81	$39.38	$41.35	C
Senior Mechanical Designer	N/A	$35.35	$36.59	$37.12	$38.98	A
Mechanical Project Manager	N/A	$35.35	$36.59	$37.12	$38.98	A
BIM Manager/Specialist	N/A	$34.45	$35.66	$36.17	$37.98	A
Sr. Environmental Consultant	N/A	$34.58	$35.79	$39.38	$41.35	A
Environmental Engineer III	III (A)	$32.75	$33.90	$34.39	$36.11	C
Engineer	IV (A)	$32.69	$33.83	$39.38	$41.35	A
Sr. Plumbing Designer	N/A	$33.00	$34.16	$34.65	$36.38	A
Electrical Engineer	N/A	$31.42	$32.52	$33.34	$35.01	A
Sr. Environmental Scientist	N/A	$30.71	$31.78	$34.39	$36.11	B
Senior Engineering Technician	IV (N)	$38.00	$39.33	$39.90	$41.90	C
Engineering Technician	III (N)	$36.50	$37.78	$39.90	$41.90	C
Sr. Industrial Hygienist	N/A	$30.85	$31.93	$32.39	$34.01	A
Mechanical Engineer	N/A	$32.00	$33.12	$33.60	$35.28	A
Senior Geologist	N/A	$27.50	$28.46	$28.88	$30.32	B
Architect	N/A	$29.70	$30.74	$33.34	$35.01	A
Sr. CADD Technician	N/A	$27.75	$28.72	$29.14	$30.60	B
Assoc Engineering Technician	II (N)	$27.35	$28.31	$30.45	$31.97	C
Environmental Scientist III	N/A	$25.00	$25.88	$27.56	$28.94	B
Sr. CADD Technician	III (N)	$26.40	$27.32	$29.14	$30.60	B
Plumbing Designer	N/A	$25.30	$26.19	$26.57	$27.90	B
Fire Alarm System Designer	N/A	$25.25	$26.13	$26.51	$27.84	B
Environmental Consultant	N/A	$25.00	$25.88	$27.56	$28.94	B
Fire Protection Designer	N/A	$25.35	$26.24	$26.62	$27.95	B
Engineering Technician	II (N)	$25.25	$26.13	$26.51	$27.84	B
Mechanical Designer	N/A	$23.10	$23.91	$25.10	$26.36	B
Engineer	III (A)	$24.75	$25.62	$25.99	$27.29	B
Environmental Scientist II	N/A	$20.00	$20.70	$23.10	$24.26	B
Electrical Designer	N/A	$21.65	$22.41	$22.73	$23.87	B
Engineer	II/I(A)	$22.25	$23.03	$24.05	$25.25	B
Project Monitor Supervisor	N/A	$20.50	$21.22	$21.53	$22.61	B
Architect Designer	N/A	$19.25	$19.92	$21.37	$22.44	B
CADD Technician	N/A	$18.45	$19.10	$22.05	$23.15	C
Industrial Hygienist	N/A	$19.00	$19.67	$19.95	$20.95	B
Architect Intern	N/A	$15.84	$16.39	$19.06	$20.01	B
Project Monitor	N/A	$15.50	$16.04	$21.53	$22.61	B
Air Sampling Technician	N/A	$15.50	$16.04	$21.53	$22.61	B
Technical Typist	N/A	$14.56	$15.07	$17.48	$18.35	C

OVERTIME POLICY

Category A - No overtime compensation.
Category B - overtime compensated at straight time rate.
Category C - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal
working hours of 40 hours per week, except for CI projects under contract for over 8 hours in a day.

Exhibit A, Page 2
Staffing Table
WATTS ARCHITECTURE & ENGINEERING
Salt Road Bridges over Beeman Creek BIN 3326800 and BIN 3326810
PIN 5759.91

JOB TITLE	ASCE OR NICET GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	TOTAL HOURS	PROJECTED RATE	TOTAL
Engineer	VIII (A)														0	$59.67	$0.00
Principal	IX (A)	16	1	4	2	2	2	4	24	2			26	22	105	$56.90	$5,974.50
Environmental Department Manage	N/A						14								14	$48.49	$678.86
Sr. Architect	N/A														0	$45.90	$0.00
Sr. Electrical Engineer	N/A														0	$47.73	$0.00
Engineer	VI (A)	20	3	65	6	2	8	17	103	4	20	2	139	137	526	$41.42	$21,786.92
Environmental Engineer	V (A)														0	$40.88	$0.00
Senior Mechanical Engineer	N/A														0	$41.19	$0.00
Office Engineer	IV (N)														0	$38.81	$0.00
Senior Mechanical Designer	N/A														0	$36.59	$0.00
Mechanical Project Manager	N/A														0	$36.59	$0.00
BIM Manager/Specialist	N/A														0	$35.66	$0.00
Sr. Environmental Consultant	N/A	4					4								8	$35.79	$286.32
Environmental Engineer III	III (A)														0	$33.90	$0.00
Engineer	IV (A)														0	$33.83	$0.00
Sr. Plumbing Designer	N/A														0	$34.16	$0.00
Electrical Engineer	N/A														0	$32.52	$0.00
Sr. Environmental Scientist	N/A						95								95	$31.78	$3,019.10
Senior Engineering Technician	IV (N)														0	$39.33	$0.00
Engineering Technician	III (N)														0	$37.78	$0.00
Sr. Industrial Hygienist	N/A														0	$31.93	$0.00
Mechanical Engineer	N/A														0	$33.12	$0.00
Senior Geologist	N/A														0	$28.46	$0.00
Architect	N/A														0	$30.74	$0.00
Sr. CADD Technician	N/A														0	$28.72	$0.00
Assoc Engineering Technician	II (N)														0	$28.31	$0.00
Environmental Scientist III	N/A														0	$25.88	$0.00
Sr. CADD Technician	III (N)	14			11				6			4	0	94	129	$27.32	$3,524.28
Plumbing Designer	N/A														0	$26.19	$0.00
Fire Alarm System Designer	N/A														0	$26.13	$0.00
Environmental Consultant	N/A														0	$25.88	$0.00
Fire Protection Designer	N/A														0	$26.24	$0.00
Engineering Technician	II (N)														0	$26.13	$0.00
Mechanical Designer	N/A														0	$23.91	$0.00
Engineer	III (A)														0	$25.62	$0.00
Environmental Scientist II	N/A						71								71	$20.70	$1,469.70
Electrical Designer	N/A														0	$22.41	$0.00
Engineer	II/I(A)	20	9	67	7	2		11	159	4	40	4	148	182	653	$23.03	$15,038.59
Project Monitor Supervisor	N/A														0	$21.22	$0.00
Architect Designer	N/A														0	$19.92	$0.00
CADD Technician	N/A														0	$19.10	$0.00
Industrial Hygienist	N/A														0	$19.67	$0.00
Architect Intern	N/A														0	$16.39	$0.00
Project Monitor	N/A														0	$16.04	$0.00
Air Sampling Technician	N/A														0	$16.04	$0.00
Technical Typist	N/A														0	$15.07	$0.00
TOTALS:		74	13	138	26	6	194	32	292	10	60	10	313	435	1601		$51,778.27

TASK DESCRIPTIONS:

Task 1: Part 1A : General
Task 2: Part 1B : Introduction & Background
Task 3: Part 1C : Existing Conditions
Task 4: Part 1D : Traffic Data
Task 5: Part 1E : Project Objectives
Task 6: Part 1F : Environment Studies
Task 7: Part 1G : Other Considerations
Task 8: Part 1H : Conceptual Improvements & Alternatives
Task 9: Part 1I : Conclusions & Recommendations
Task 10: Part 1J/K : Cost Estimates
Task 11: Park 1L : Exhibits
Task 12: Part IV A&B : Design Development & Construct. Doc. Phase
Task 13: Part IV C&D : Detailed Design & Bidding Phase

Exhibit A, Page 3
Estimate of Direct Non-Salary Cost
WATTS ARCHITECTURE & ENGINEERING
Salt Road Bridges over Beeman Creek BIN 3326800 and BIN 3326810
PIN 5759.91

1. Travel

Mileage (site)	6 each @	46 miles each @	$0.000	per mile	$0.00	
Mileage (meetings)	6 each @	3 miles each @	$0.000	per mile	$0.00	
Parking	6 each @		$0.000	each	$0.00	
		TOTAL TRAVEL				$0.00

2. Miscellaneous Expenses

3rd Party Data Search	1 each @	$800.00	each	$800.00	
PIR Copies (for review and files)	6 each @	$25.00	per copy	$150.00	
Plan & Proposal Sets (for review and files)	6 each @	$25.00	per copy	$150.00	
Quantity & Calc Notebooks (provided as PDF only)	4 each @	$0.00	per copy	$0.00	
Plan & Proposal Sets (for sale, Proposal book w/CD of plans)	35 each @	$25.00	per set	$875.00	
Plan Sets (hardcopy)	5 each @	$50.00	per copy	$250.00	
TOTAL MISCELLANEOUS EXPENSES					$1,975.00

TOTAL DIRECT NON - SALARY COST $1,975.00

3. Subconsultant Cost

McMahon & Mann Consulting Engineers (includes borings and laboratory testing)	$34,200.00	
Frandina Engineering & Land Surveying	$20,000.00	
TOTAL SUBCONSULTANT COST		$54,200.00

4. Subcontractor Cost

ROW Incidentals (assumed allowance)	$15,000.00	
TOTAL SUBCONTRACTOR COST		$15,000.00

Exhibit A, Page 4
Summary

WATTS ARCHITECTURE & ENGINEERING
Salt Road Bridges over Beeman Creek BIN 3326800 and BIN 3326810
PIN 5759.91

Item IA, Direct Technical Salaries (estimated) subject to audit	$51,778
Item IIA, Direct Non-Salary Cost (estimated) subject to audit	$1,975
Item IIB Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	$54,200
Item IIC Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	$15,000
Item III, Overhead (estimated) subject to audit (Office Rate) 163%	$84,398
Item IV, Fixed Fee (12% of IA & III)	$16,341
Total Estimated Cost	**$223,692**

WATTS ARCHITECTURE & ENGINEERING, D.P.C.
ASSUMPTIONS FOR THE FEE PROPOSAL (January 16, 2014)
Salt Road over Beeman Creek, B.I.N. 3326800
Salt Road over Beeman Creek, B.I.N. 3326810
P.I.N. 5759.91

PART I – PROJECT DEVELOPMENT

1. Rehabilitation of the existing bridges will not need to be investigated.
2. A full reconstruction alternative will be evaluated for each bridge. Watts will assess two bridge types for the reconstruction alternative - a convention bridge and a precast concrete structure.
3. One Design Report will be prepared that will include both bridges in one document.
4. The Design Report will be in the NYSDOT design approval document format for a PSR/FDR, (Project Scoping Report/Final Design Report).
5. A Bridge Site Data Package, Structure Study Plan and Structure Justification Report are not required as separate submissions. The Design Report prepared in accordance with the ECDPW's standard scope of services provides the same information but in a somewhat different format and this has been and continues to be acceptable to the NYSDOT.
6. Watts will assist the County with one public information meeting at which Watts will provide visual aids and lead the technical presentation/discussion on the proposed project. Visual aids will consist of colored plans and sections depicting the proposed improvements. The County will arrange for the location of the meeting and Watts will assist with the appropriate notifications. The County will be responsible for press releases and legal notices as required.
7. Watts will prepare a hydraulics study and HEC-RAS model for each site.
8. Pavement cores will not be required.
9. The proposed scope of work includes a site visit to assess the likelihood of wetland hydrology, soils, and type of permanent vegetative cover, in addition to site-specific habitat. Documentation of the wetland assessment will be limited to a narrative in the Design Report summarizing the methodology and conclusions.
10. A wetland delineation, if required, will be completed under a supplemental agreement. Field work will be done during the growing season (typically mid April to early November).
11. Asbestos scope of work assumes review of record plans and site visit. Sample collection and analysis is not included in scope of work but will be added by supplemental agreement during final design if suspect materials are identified during the review of bridge plans and in the field. We have assumed no suspect materials will be identified.
12. Joint applications for permits shall be submitted in a timely manner so that the NYSDEC and US Army Corps of Engineers permits are contained within the contract Proposal. The scope assumes that the bridges will require separate permit applications.

PART II – DESIGN SURVEY AND MAPPING

1. There will be no significant snow cover when performing the field survey.

WATTS ARCHITECTURE & ENGINEERING, D.P.C.
ASSUMPTIONS FOR THE FEE PROPOSAL (January 16, 2014)
Salt Road over Beeman Creek, B.I.N. 3326800
Salt Road over Beeman Creek, B.I.N. 3326810
P.I.N. 5759.91

PART III – SUBSURFACE INVESTIGATION PHASE

1. Watts will not be required to solicit price quotes for drilling or laboratory services. Watts will use Earth Dimension, Inc. because they were specified as a member of the design team.
2. During drilling, traffic will be maintained on-site with signs and one flag-person directing traffic around the drill rig.
3. Boring holes will be backfilled with auger spoil and the ground surface will be patched to match existing conditions.
4. The estimated depth to top of rock is 40-feet.
5. Rock core samples will be 10-feet long.

PART IV – DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS PHASE

1. Watts will prepare one set of contract documents that will include both bridges.
2. There will be no utility work to include in the contract documents (e.g., water line relocation or installation of drainage pipe).
3. The project will not involve a closed drainage system. All drainage will be open system.
4. Traffic will be maintained during construction on off-site detours. Staged construction will not be required.
5. The contract documents will show only one bridge type for each bridge. Bid alternates for different type bridges will not be required.
6. The highway approach work will be limited to approximately 100-feet from each end of the bridges.
7. The limits of work in the creek will be limited to approximately 50-feet upstream and downstream of the bridges.

PART V – RIGHT-OF-WAY

1. For estimating purposes, the project will require six (6) right-of-way maps for the purposes of minor property acquisitions.
2. ROW acquisition authorization will be obtained after Design Approval.

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

TASK AND FEE SCHEDULE FOR: P.I.N. 5759.91 - Salt Road over Beeman Creek, B.I.N. 3326800 Salt Road over Beeman Creek, B.I.N. 3226310, Town of Clarence

TASK DESCRIPTION	ERIE COUNTY DESIGNATION	LUMP SUM AMOUNTS	NUMBER OF WEEKS
DESIGN SERVICES			
Project Development	Part I (A-E & G-L)	$66,975	8
Environmental Studies	Part I F	$15,600	8
Design Survey & Mapping	Part II A	$15,200	4
Subsurface Investigation	Part III	$14,200	8
Preliminary Design	Part IV A & B	$30,000	4
Detail Design/Bidding/Award	Part IV C & D	$40,000	8
Estimated Reimbursables		$22,225	

Geotechnical drilling and lab $20,000

EDR Report for Haz Waste/Contaminated Materials Screening $800

Plan & Proposal Sets's $875

Photo Copying of PIRs, and Review Plan Sets $300

Plan Sets (hardcopy) $250

SUBTOTAL DESIGN SERVICES $204,200

RIGHT OF WAY

ROW Survey/Mapping/Incidentals Part V A		
ROW Acquisition Map: 6 maps x $800/map		$ 4,800
Allowance for ROW Incidentals		$15,000
	SUBTOTAL ROW	$19,800
	TOTAL	**$224,000**

The following items may be considered as a supplement to the services agreement when and if the Commissioner of Public Works deems it is in the best interest of the County:

RIGHT OF WAY			
ROW Acquisition	Part V B	County is responsible for this task.	
Estimated Reimbursables		$0	
SUBTOTAL ROW ACQUISITION		$0	
		TOTAL	$0
CONSTRUCTION PHASE SERVICES (NOT INCLUDED)			
Services During Construction	Part VI A	$0	
Construction Inspection*	Part VI B	$0	
Estimated Reimbursable Expenses		$0	
SUBTOTAL CONSTRUCTION PHASE SERVICES		$0	
		TOTAL	$0

*Construction Inspection fee represents an upset amount, not to exceed, which amount will be paid on a time and material basis. A separate fee schedule with multipliers, fixed costs, and reimbursable expenses, to be used for this phase, will be negotiated as a supplement to this agreement at the Commissioner of Public Works' discretion.

The above represents a "not to exceed" cost for the work to be performed as detailed and described in the Agreement and accompanying documents and schedules, and for the purposes of executing this supplement.

SCHEDULE "A-1"

DPW-HWY DESIGN SPECIFICATION/REQUIREMENTS

SCHEDULE A-1

SCOPE OF SERVICES

WORK TO BE PERFORMED

The Engineer shall ascertain the standard practices of the County of Erie Department of Public Works, Division of Highways, including the **ERIE COUNTY HIGHWAY DESIGN MANUAL** and the **HIGHWAY DESIGN GUIDELINES STUDY-JULY 1984**, prior to the execution of any of the work required by this agreement. All work under this agreement shall be performed in accordance with these standard practices, using the current **NEW YORK STATE HIGHWAY DESIGN MANUAL**, and the current **AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES** as revised by the current New York State Department of Transportation "BLUE PAGES", to provide the basic criteria to be used for design; the requirements as set forth in this agreement and any special requirements as set forth in the **Supplement to Schedule A-1**. The current New York State Department of Transportation **BRIDGE MANUAL**, including Guide Line Drawings (GLD Drawings), Bridge Design Data Sheets (BDD Sheets), Bridge Detail Sheets (BD Sheets), **PRESTRESSED CONCRETE CONSTRUCTION MANUAL** and **STEEL CONSTRUCTION MANUAL** shall become standards for Erie County bridge design and construction. All items used to perform the contract work shall be in accordance with the current New York State Department of Transportation **SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS**, including all subsequent addendum, and those items which have been modified by the County of Erie. The Engineer shall render all the services and furnish all material and equipment necessary to provide the County with plans, specifications and other data as more particularly mentioned and described in the attached Schedules, and made a part hereof. The project documents shall be deemed to include this agreement, the current New York State Department of Transportation specifications, the plans of this Project and all supporting data necessary for the County to prepare the project documents for bidding.

The Engineer shall be responsible for keeping a record of and supplying the County with the minutes of all meetings held between the two parties of this agreement regarding the development of the various sections.

The professional services to be rendered by the Engineer shall be performed to the satisfaction of the Commissioner of Public Works and in the form and manner approved by him. Such services shall include the following, unless indicated otherwise:

Project Development
Design Survey and Mapping
Preliminary Design
Environmental Studies
Detail Design
ROW Survey, Mapping and Incidentals
ROW Appraisal and Acquisition
Construction, Supervision, and Inspection

and shall include the items hereinafter set forth. It is the intention of the County that the work hereunder shall be performed in the separate divisions as follows:

PART I -PROJECT DEVELOPMENT

The Engineer shall prepare a Design Report that shall be used in liaison between the County and the affected jurisdictions of this Project. It will furnish information to officials of the County and other agencies for their review and comment. This report shall establish the design criteria and background information for the Project. It shall define the needs, determine project objectives and discuss various alternatives to achieve these objectives, i.e., null, rehabilitation and reconstruction with estimates. If the reconstruction is the recommended alternate, then at least two design alternatives with cost estimates shall be submitted. The current inspection report for all bridges should also become a part of the document.

In addition, the Engineer shall assist the County in preparing for a Public Information Meeting by advertising the notice in the local newspaper(s)and sending a copy of such notice to local residents, businesses and public officials as determined by the County. The advertising costs shall be a reimbursable expense. The Engineer shall prepare graphs, charts, schematics and views suitable for enlargement and posting for public view. The Engineer shall have a knowledgeable representative present at the meeting for consultation.

The Design Report shall include wherever applicable, but not limited to, the following considerations:

A. Introduction
   1. Project Identification
   2. Definition, aim or purpose of report

B. Project Background
   1. Location with map
   2. Land Use, zoning and population
   3. Functional Classification (Regional Planning Board and Niagara Frontier Transportation Committee)
   4. Projected Population Growth
   5. Future Planning Considerations
   6. History
   7. County Road Improvement Program

C. Existing Conditions
   1. Geometrics and Drainage
   2. Bridges and Culverts including if necessary:
      a. in-depth inspection
      b. level 1 load rating
      c. analysis of type of steel
      d. fatigue analysis
      e. petrographic examination of substructure
   3. Right-of-way
   4. Utilities
   5. Railroad Crossings
   6. Pavement
   7. Signalized Intersections
   8. Deficiencies

D. Traffic Data

1. Present AADT & 20-Year Projected AADT (30 year projected AADT if project is to include the reconstruction of a bridge)
2. Accident History - for 3 years
3. Intersection Control
4. Type of Traffic with % of Trucks and Buses
5. Speed Limit(s)
6. Parking
7. Bus Routes
8. Detour Length (if required)

E. Project Objectives (Written description and discussion of project objectives to be included).

F. Environmental Studies

Social, economic and environmental factors should be given consideration. A minimum of the following actions should be addressed.

1. NEW YORK STATE OFFICE OF PARKS, RECREATION, AND HISTORIC PRESERVATION - The Engineer shall prepare documents and assist the County in obtaining State Historic Preservation Organization (SHPO) approval to proceed with the recommended project alternative.

2. SEQRA TYPE II - Verification and Documentation (Include this task only if the project is a SEQRA TYPE II action).

3. NEPA CHECKLIST - The Engineer shall assist the County in verifying whether the project is a NEPA Categorical Exclusion by completing the NEPA check list.

4. PERMITS - The Engineer shall assist the County in applying for U.S. Army Corps of Engineers and NYSDEC Permits.

5. SWPP & SPDES - Storm Water Pollution Prevention Plan, please refer to recommended sources on DEC website for updates and requirements.

The Engineer shall assemble and submit to the County all specifically required information in a suitable form for obtaining each permit or certification.

The Engineer shall select and hire, with the approval of the Commissioner of Public Works, agencies and laboratories for the making of tests; and review the work and report of such agencies and laboratories. The cost of this work shall be a reimbursable expense to the Engineer.

The Engineer shall prepare the required application forms.

The County shall obtain the permit (s) and Certification from the Regulatory Agencies.

G. Other Considerations

1. Soils and Subgrade Conditions
2. Driveways
3. Sidewalks
4. Maintenance and Protection of Traffic
5. Street Lighting
6. Utilities
7. Liaison (Town, Village, Other)
8. Wetlands and/or Agricultural District
9. SEQR/NEPA
10. Fire and School Service
11. Archeological

H. Suggested Improvements Conceptually

1. Typical Section for Road and Bridge
2. Horizontal Alignment
3. Vertical Alignment
4. Bridge Replacement and Stream Protection
5. Intersection Control and Geometrics
6. Highway Drainage
7. Railroad Crossing
8. Additional Right-Of-Way Requirements

I. Conclusions and Recommendations
A synopsis of the Engineer's opinion and determination of how the project should progress.

J. Cost Estimates
Cost/Benefit Analysis

K. Alternatives to Reconstruction (If Any)
(Rehabilitation Project, No Capital Project)

L. Exhibit Examples

1. Location Map
2. Inspection and Condition Report
3. Proposed Typical Section
4. Alignment Plan (localized)
5. Pavement Cores (if necessary)
6. Traffic Data
7. Accident Report Summary
8. Photos
9. Budget Estimate
10. Zoning Map
11. Sanitary Sewer Map
12. Water District Map
13. Erie & Niagara Counties Population Projection
14. Agricultural District Map
15. Special or Unique Features

PART II - DESIGN SURVEY AND MAPPING

A complete topographical survey of the project in which the locations and elevations of all principal topography, subsurface construction and relief shall be obtained with reference to the survey baseline and bench mark datum, respectively. The Engineer shall utilize existing survey centerline stationing if prior survey work has been performed and records are on file in the County. The County will research and provide this information if available. Photogrammetric procedures may not be used to obtain any survey information. Survey drawings prepared through CADD shall be compatible with the most current version of "AutoCAD".

Before any field work begins, the Engineer shall notify all property owners that will be involved in the project area, of when the survey work will begin. A brief description of what work will be performed would also be useful when notifying property owners.

1. Base Line

The location of the base line shall be, insofar as it is practical, on the center line of the existing right-of-way. The main base line shall be tied into the New York State Plane coordinate system, Western Zone using the Erie County Survey Markers in a manner that a closed traverse is formed. All azimuths shall be referenced to true north. The allowable error in the main base line lineal measurements shall not exceed 1 in 10,000 at sea level and angular measurements shall not exceed 30 seconds per mile. The base line shall be stationed from west to east or south to north using the distances at the base line elevation established by a balanced survey and the starting station provided by the County. All stations falling on the pavement shall be tagged with roofing nails or equivalent and painted. The County reserves the right to review the progress of the base line establishment and the final balanced coordinates before the Engineer begins obtaining field data.

2. Bench Marks

Bench marks shall be established throughout the Project on permanent objects (not power or telephone poles) at intervals of 1,000 feet or less. All benchmarks shall be referenced to the USGS datum. If the Engineer cannot locate a USGS benchmark within 1,000 feet right or left of the project, the levels for the project shall be tied into a benchmark and datum furnished by the County. The accumulative error in benchmark elevation shall not exceed 0.02 feet per mile.

3. Survey Markers

Markers such as T-irons (outside of pavement areas), railroad spikes or concrete nails shall be set at all angle points (PI's) and at points on line (POL's) in the base line. POL points shall be located where it is impossible to see the adjacent PI's or POL's, without plumbing over three feet (3') or such that the maximum distance between control points is 3,000 feet (3,000'). The elevations of all PI's and POL's shall be determined. All PI's and POL's shall be tied with distances and azimuths to at least five (5) reference points. Three (3) of these points must be permanent objects beyond the right-of-way or possible construction limits. Telephone and power poles shall not be considered as permanent tie points.

4. Survey Limits

Survey data shall be obtained for width of at least seventy-five feet (75') each side of the tentative center line and/or as directed by the County. All buildings or structures within 125 feet of the tentative center line shall be located. Survey data within the same limitations as above shall be obtained for a distance of 500 feet in each direction of the main survey on all intersecting highways and railroads. All lateral base lines shall be stationed continuously from west to east or south to north using the main survey base line as Station 10+0 or larger if necessary. At bridge sites survey data shall be obtained for at least 500 feet upstream and downstream from the main survey base line. Sections should extend far enough up the banks so that the bank height will be above anticipated extreme high water.

5. Survey Data Required

a. Property - The location of all political subdivisions, real estate subdivisions, individual properties with names of last recorded owner, all property line markers and physical lines of occupations such as fences, stone walls, tree lines and so forth, rights-of-way of all roads, streets, lanes, drives and known private rights-of-way, together with names and jurisdiction of same shall be obtained.

b. Topography - The location of all existing topography including, but not limited to, buildings, structures, roads, streets, lanes, drives, railroads, waterways, fences, walls, hedge rows and other physical features with respective sizes and types indicated shall be obtained. Aerial and subterranean utilities with sizes, types, elevations shall be located and ownership obtained.

c. Cross Sections - Cross sections of existing surfaces shall be taken normal to the base lines, at fifty foot (50') intervals, at all longitudinal changes in grade and at each culvert crossing where the structure is less than a five foot (5') span for a minimum width of one hundred and fifty feet (150') and shall include all subterranean utilities and drainage pipes and all surface barriers such as buildings and fences. A profile of each intersecting driveway shall be obtained for a minimum distance of one hundred feet (100') normal to the base line. The County may require that certain cross sections be extended to greater widths as determined by the advance of the design for the project. Stadia surveys shall be permitted by the County to supplement cross sections at streams, channels, ravines, high banks and large areas.

d. Bridges - The Engineer shall supply information as required by the County for all bridges over waterways. For rehabilitation projects, all dimensions and elevations of the existing structure shall be verified in the field by the "Engineer".

6. Survey Mapping

a. Record Maps - Record mapping of the original survey data shall be submitted on rolls of polyester film (3 mil minimum thickness) or equal of thirty-six inch (36") maximum width and a maximum length of ninety-six inches (96"). At breaks in rolls, the information on the adjoining sections shall be repeated for a length of ten inches (10"). Preferably, all profiles will be on the same roll as the topography; however, if this is not possible, the profiles shall be submitted on the same media as described above. Original survey maps may be prepared with the proper type of pencil for polyester film. The scale for the record maps shall be 1" = 20' horizontal and 1" = 4' vertical.

b. Mapping Media - Unless otherwise indicated in this section, the standard project sheet shall be twenty-two inch (22") by thirty-four inch (34") polyester film (3 mil minimum thickness) or equal with borders and title blocks as approved by the County.

c. Base Maps - Base Maps shall be provided on standard project sheets showing all the principal features of topography such as alignment, intersecting roads, jurisdictional subdivisions, lot lines, property lines, reputed owners, main buildings, etc. along with a profile of the existing ground surface along the base line. This map will be used with additions as a general map for the contract drawings of the project. Scale for the base map shall be 1" = 100' horizontal and 1" = 20' vertical.

d. Detailed Maps shall be prepared on standard project sheets showing all the original survey data as prepared on the record maps. Profiles of the existing ground surface along the main base line shall be placed on the bottom half of each sheet except in the case where the plan view is too large and would cause confusion. The scale for the detailed map shall be 1" = 20' horizontal and 1" = 4' vertical.

e. Special Maps - Topographic Maps on a scale of one inch equals twenty feet (1" = 20') shall be prepared for the sites of railroad crossings and bridges over waterways which shall show all the topographic data as specified for the scale map with contours of the existing ground surface at two foot (2') intervals within the right-of-way and at least fifty feet (50') beyond the existing structure in each direction. At all at-grade railroad crossings a horizontal sight distance chart shall be prepared.

f. Cross Sections - The cross sections shall be plotted in ink on ten by ten ruled cross section paper at a horizontal and vertical scale of one inch equals five feet (1" = 5'). The paper shall be of the type from which prints can be made with a maximum sheet size of twenty-four inches by thirty-six inches (24" X 36").

g. Seal - The Surveyor and Engineer shall seal the survey by affixing his professional license number, seal and signature next to each title block on each record map. The standard project sheets shall be certified on the design phase.

h. Field Notes - The Engineer shall furnish the County with the original survey notes, when the final design Project is accepted or at the termination of this Contract, whichever comes first.

7. Additional Survey

In the event that an additional survey base line is required to obtain additional data caused by the creation of a new alignment of the highway or a stream, during the preliminary design phase, the County will provide appropriate direction to the Engineer.

PART III - SUBSURFACE INVESTIGATION PHASE

The Engineer shall prepare the necessary technical specifications, boring locations, and other data to obtain subsurface investigations, test borings, test pits, and other related investigations as may be required for design purposes and clearly indicate the scope of the investigations and tests which are to be conducted.

At bridge sites a minimum of two borings per abutment will be required, with each boring extended at least ten (10) feet into rock where it is practical.

For highway design projects, a boring to a minimum depth of ten feet (10') shall be obtained at approximately five hundred foot (500') intervals on alternating sides of the road for the length of the project.

The subsurface exploration and testing programs shall meet the general requirements of the current AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES.

For bridge rehabilitations concrete cores of substructure will be required and if deck is in questionable condition, a lamination survey may be required.

The Engineer shall select and hire with the approval of the Commissioner of Public Works, the agencies and laboratories to be employed for the aforesaid subsurface investigations, test borings, test pits or other related investigations. The cost of this work shall be a reimbursable expense to the Engineer. All such preliminary investigations and tests shall be performed under the direction of the Engineer. The Engineer shall closely supervise all such work to insure that the amount of such investigations and tests is consistent with sound engineering practice. No such investigations or tests shall be ordered by the Engineer without the prior written approval of the Commissioner of Public Works.

The Engineer shall cause the necessary borings to be performed by a drilling contractor, stake out the boring holes, perform field supervision and inspection of boring and soil sampling work performed under the boring contract, soil testing, analysis, preparation of laboratory report, boring log and make recommendations for the foundation treatment for structures and/or necessary adjustments of the highway plans for unstable soil conditions. The boring log for each boring shall be included as a sheet in the contract plans.

PART IV - DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS PHASE

A. General Requirements

After the approval of the Design Report, Subsurface Investigation and Topographic Survey Phases by the County, the Engineer shall prepare the construction documents consisting of the contract plans, grades, detailed drawings, special specifications, quantities, estimates of cost and other data necessary to enable the work to be advertised for bids.

The Engineer shall use his skill and judgment to so prepare the plans, designs, grades, specifications and other engineering work such that the cost of the construction contract(s) shall reasonably conform to the latest detailed cost estimates approved by the Commissioner of Public Works. The Engineer shall continually review and monitor the Project construction cost estimates and schedules. All final drawings and specifications shall be in a form satisfactory to the County and in such complete detail as is required, and in sufficient number to secure competitive bids for the completion of the work required in connection with the Project. At the request of the Commissioner of Public Works, up to thirty-five (35) sets of such final drawings and specifications shall be furnished. This shall be a reimbursable expense to the Engineer on a direct cost basis with no mark-up. No work shall be advertised for bids until the contract documents have been approved by the County.

In the event that the County desires to make changes in the contract documents after bids are received, in order to rebid, for the purpose of bringing the cost within the approved cost estimates, or whatever other reason determined by the Commissioner, then such changes shall be made by the Engineer without compensation, provided bids are received within six (6) months of receipt of latest approved cost estimate.

The County shall supply the Engineer with representative samples of one (1) set of contract documents, including Instructions to Bidders, Division of Highways Standard Special Specifications, bidding blanks, sample of agreement, Contract Items, County of Erie Standard Sheets. The Engineer shall obtain copies of all required New York State Department of Transportation Standard Sheets.

All drawings prepared through CADD shall be compatible with the most current version of "AutoCAD".

B. Preliminary Design Phase

1. Plan and Profile

A preliminary plan and profile shall be submitted showing the proposed horizontal and vertical alignment, the location of all proposed structures, controlling details of drainage, an indication of additional right-of-way required and the termini of the Project, all superimposed on the survey base maps as prepared in Part II, Paragraph 6c, Base Maps. The horizontal alignment shall show all curve data and proposed super-elevation for each curve. Vertical alignment shall show the proposed grades with the length of vertical curves and the stopping sight distance or headlight sight distance, whichever is applicable. Drainage details shall include the sizes of all cross culverts and major storm system longitudinal to the Project.

2. Typical Sections

A variety of typical sections shall be submitted which fit the design criteria and/or physical conditions of the terrain. Each section shall show the material make-up and the location where it will be used. All typical sections shall have a scale of one inch equals five feet (1" = 5').

3. Layouts of Plans

Where it is necessary for clarification in specific problem areas, plans at a larger scale shall be submitted superimposed on the detailed maps as prepared in Part II, Paragraph 6d - Detailed Maps.

4. Structures

Shall be designed in accordance with the current AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES as revised by the current New York State Department of Transportation "BLUE PAGES". The specified concrete compressive strength (f'_c) shall be 4000 psi at 28 days (5,000 psi for pre-cast concrete) and indicated on the contract plans. Earth Pressure shall be based on a soil analysis made from soil borings at the bridge site and in accordance with current AASHTO design practices.

All structures to be designed for HS-25 loading.

Integral concrete decks will be designed with a thickness of 9 1/2" and a minimum of 3 1/2" cover over the top mat of reinforcement.

Structural steel for bridges completely reconstructed shall be A588 unless conditions warrant otherwise. Steel reinforcement for concrete shall be Grade 60.

Preliminary drawings of each structure at approved scales shall consist of, but not be limited to:

a) A plan view of each structure that shows survey baseline, horizontal alignment of the structure and approaches, contours, approach guide railing and roadway and bridge widths. Scale (1" = 20')

b) An elevation of each structure that shows type of structure, waterway opening, amount of freeboard, bridge rail treatment, substructure and piles if required. For stream crossings, a table with the peak discharge and high water elevations for the 50 and 100 year design flood shall be provided. Scale (1" = 10'). A copy of the hydraulic analysis used to determine the waterway opening and the "low steel" elevation shall accompany the submission of preliminary drawings.

c) Transverse sections for the structure, approach slabs and approach roadway that show controlling dimensions, guide rail, curbs, cross slopes and item numbers for materials proposed. Scale (1" = 5')

d) A profile of the existing road and proposed road within the project limits. The location of the new and existing structure will be indicated on this profile. Scale: Horizontal (1" = 20') and Vertical (1" = 5')

Necessary notes pertaining to design specifications, foundation treatment and any special conditions shall accompany these details.

5. Right of Way - See Section V for Right of Way details

6. Coordination

The Engineer shall ascertain and verify all required work from other, including but not limited to, County Departments, the Erie County Water Authority and other utility companies, prior to completion of this phase of work. The Engineer is advised that he must coordinate his work with all County and other government agencies and all affected businesses/residences within the project area. The Engineer shall assist in the coordination of obtaining community input through local organizations. He shall also prepare all necessary permit applications including those for the New York

State Department of Environmental Conservation, the U. S. Army Corps of Engineers and Railroads when applicable, but excluding those required to be filed by the Contractor performing the work. These permits shall be secured and/or confirmed early on in the design phase.

7. Estimate

A preliminary estimate of the construction cost of the project at current prices shall be prepared with separate breakdowns for the highway portion and for each structure. The structure estimates shall show approximate quantities required for substructure, superstructure and temporary construction.

8. Approval

The Engineer shall submit two (2) sets of prints of the preliminary plans and brief Preliminary Justification Report (Structure Justification Report if a bridge) for review and approval. Approval by the County of the preliminary plans and supporting data prepared under Part IV, B, will be required prior to the preparation of the detail design plans specified under Part IV, C. At its discretion, the County may approve the preliminary plans for sections of the project; however, it reserves the right to withhold such approval until Part IV, B is totally completed. Upon approval of the preliminary plans for any section or structure of the project, the contract plans for said section or structure may be progressed.

C. DETAIL DESIGN PHASE

1. Contract Plans - Detailed contract plans shall be prepared with an acceptable inking media on project size sheets as noted in Part II, Paragraph 6b, Mapping Media, with supporting data for the Project, which shall include bearings on the new alignment center line (relative to the base line azimuths). Photo processed reproductions to a standard as approved by the County, will be accepted, provided they can be erased with a wet eraser. The drawings shall include all plans, profiles, typical sections and detailed designs, table for quantities and quantity details, earthwork balances, table of drainage structures, table of driveway quantities, curb, gutters, sidewalks, structures, guide rail and guide posts, and bench mark table, and other engineering details, such as paving contours at intersections with drainage problems, necessary to construct the highway portion of the Project. The cross sections shall show the relationship of the new pavement section including drainage structures to the existing ground and underground utilities.

   All drawings prepared through CADD shall be compatible with the most current version of "AutoCAD".

2. Structure Plans - Detailed design drawings shall be prepared at an approved scale for each structure and its component parts which shall consist of all plans, elevations, sections and other drawings, except structural steel shop drawings, necessary for construction purposes. Complete reinforcing bar lists shall be prepared for each structure with a tabulation of all reinforcing bars by mark, size, number, length, dimensions, bending diagrams, weight per pour and total weight and location. Structural steel pre-cast drawings shall be in sufficient detail to enable the steel fabricator to prepare shop drawings. New York State Department of Transportation's BRIDGE MANUAL, shall be used as a guide in preparing design drawings. Bridges shall be load rated at the time of design for HS inventory and operating ratings, including a description of the controlling member of the structure. These ratings shall be included in the structure plans.

3. Initial Approval of Contract Plans - The Engineer shall prepare and submit to the Commissioner of Public Works two (2) sets of contract documents for the County's review and comments, after each phase: at 50% completion; 90% completion; and 100% completion. One set of plans shall be returned showing corrections. The Engineer shall prepare a construction estimate for each submittal.

4. Estimate - The Engineer shall prepare a construction estimate based on the currently accepted weighted average bid price for each item in the contract.

5. Report on Design - The Engineer shall provide a short report on design, explaining the design features in general and any special situations peculiar to this particular Project including, non-standard conditions and a list of anticipated utility conflicts. This report shall also include any special specifications required in addition to the New York State Department of Transportation current specifications or Erie County special specifications to construct the project in accordance with the County's standards.

6. Seal - The Engineer shall seal the contract plans by affixing his professional license number, seal and signature to the title sheet of the contract plans.

D. BIDDING AND AWARD PHASE

The Engineer shall assist in the solicitation and receipt of bids and in the award of contracts for construction.

1. Plan Sales - After the County places the advertisement in the local newspaper the Commissioner may direct the Engineer to sell the plans and specifications at his office. Checks and cash received for the sale of plans shall be recorded in accordance with County procedures. Payments shall be returned to the plan holders that return plans within seven (7) calendar days of the bid opening date. Any remaining checks and/or cash shall be turned over to the County immediately thereafter.

2. Bid Opening - The Engineer shall attend the bid opening and check all contractors' bids for compliance to specification and accuracy. The Engineer shall recommend a contractor to the County and shall, if requested by the Commissioner, report all bids received in the form of a bid tabulation. The actual bid documents of all bidders shall be the property of the County.

V. RIGHT-OF-WAY

A. RIGHT OF WAY SURVEY, MAPPING, & INCIDENTALS

1. As soon as the Engineer has completed the design of the grade, alignment and earthwork, and if the cross sections indicate that additional rights-of-way will be required, the Engineer shall furnish the County with the location of the places where the additional rights-of-way are required. This shall be plotted on two (2) copies of the detailed map prepared under Part II, Paragraph 6d, Detailed Maps.

2. After the limits of right-of-way takings have been reviewed and approved by the County, the Engineer, if requested by the Commissioner, shall then prepare the right-of-way parcel maps.

The procedure for preparation of parcel maps will be as follows:

a. Research to be performed to obtain information on effected property (tax maps, deeds, existing surveys, right-of-way information, etc.)

b. Field investigation required to locate and confirm property lines, right-of-way widths and existing right-of-way boundaries.

c. Preparation of right-of-way acquisition maps and legal descriptions of takings along with area calculations. Mappings and legal descriptions to be prepared in accordance with the New York State Department of Transportation's RIGHT-OF-WAY MAPPING PROCEDURE MANUAL.

Mapping and legal descriptions to be placed on 11"x 17" sheets through the most current version of "AutoCAD". For temporary easement no description is required. Mapping will not be tied to the New York State Plane Coordinate System and azimuths or bearings will not be computed or shown on maps or descriptions.

d. Final map to be reviewed, signed and stamped by a licensed Land Surveyor. The finished signed and stamped document will then be turned over to the County along with the parcel information submitted electronically, in PDF format.

e. The County will supply existing right-of-way width within the project area and assist in the collection of any data available in our records.

3. Right-of-Way Incidentals
The Engineer shall perform the following items of work as part of the preliminary design phase of the project.

a) Right-of-Way Project Estimate, NYSDOT Form 353C
b) Obtain Abstracts of Title
c) Secure Appraisals
d) Perform Appraisal Review
e) Prepare a Right-of-Way Plan
f) Prepare Relocation Plans, if required

B. RIGHT-OF-WAY (ROW) ACQUISITION

When it is necessary to acquire right-of-way and/or easements, the Engineer shall procure the services of a qualified firm approved by the Commissioner of Public works for the purposes of performing the following items of work:

1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties.

2. Provide required relocation assistance, including payment of moving expenses, replacement housing supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.

3. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.

4. Conduct condemnation proceedings, court, and any other legal actions required to acquire properties.

5. Monitor all ROW Acquisition work and activities, including review and processing of requests for reimbursement.

6. Provide official certification to FHWA that all right-of-way required for the construction has been acquired and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.

7. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.

APPENDIX A

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

December, 2012

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal,

legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontactor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(March 2013)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its "Procedures for Locally Administered Federal-Aid Projects" (available through NYSDOT's web site at: www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsor's contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

   As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

   The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than $500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency[1] the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

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[1] The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSITANCE

The Catalog of Federal Domestic Assistance (CFDA[2]), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.
Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	**Highway Training and Education**
20.219	**Recreational Trails Program**
20.XXX	**Highway Planning and Construction - Highways for LIFE;**
20.XXX	**Surface Transportation Research and Development;**
20.500	**Federal Transit-Capital Investment Grants**
20.505	**Federal Transit-Metropolitan Planning Grants**
20.507	**Federal Transit-Formula Grants**
20.509	**Formula Grants for Other Than Urbanized Areas**
20.600	**State and Community Highway Safety**
23.003	**Appalachian Development Highway System**
23.008	**Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 108-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime

[2] www.cfda.govf

contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Promark Associated Agencies, Inc. 6470 Main St., Ste #2 PO Box 530 Williamsville NY 14231-0530	CONTACT NAME: Jennifer Dissette PHONE (A/C, No, Ext): (716) 633-8401 FAX (A/C, No): (716) 633-8429 E-MAIL ADDRESS: jdissette@promarkinsurance.com
INSURED WATTS ARCHITECTURE & ENGINEERING, D.P.C. 95 PERRY ST BUFFALO NY 14203	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Sentinel Insurance Co. Ltd. — 11000 INSURER B: RLI Insurance Company - A&E — 28860 INSURER C: One Beacon Insurance Company — 21970 INSURER D: First Rehabilitation Life — 81434 INSURER E: — INSURER F: —

COVERAGES CERTIFICATE NUMBER: CL143400653 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Incl contractual liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X		01SBAAT6779	11/1/2013	11/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		PSA0001355	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	X		01SBAAT6779	11/1/2013	11/1/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PSW0001652	11/1/2013	11/1/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional liability			DPL322214	3/4/2014	3/4/2015	per claim/aggregate	$5M/$5M
D	Disability			DBL350752	1/1/2014	12/31/2014	NYS Disabilty	statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: 13-470 - Salt Road Bridges

Erie County is listed as an additional insured under policy numbers 01SBAAT6779 and PSA0001355 only for services provided by the named insured when required by contract.

Professional Liability limits are shown per claim and aggregate for all projects of the named insured.

CERTIFICATE HOLDER

County of Erie
95 Franklin Street
Buffalo, NY 14202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Alderson/JCSTNZ

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) **Watts Architecture & Engineering D.P.C.** **95 Perry Street, Suite 300** **Buffalo, NY 14203** *Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	1b. Business Telephone Number of Insurance 716-206-5100 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured 460635147
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County Of Erie 95 Franklin Street Buffalo, NY 14202	3a. Name of Insurance Carrier RLI Insurance Company 3b. Policy Number of entity listed in box "1a" PSW0001652 3c. Policy effective period 11/01/13 To 11/01/14 3d. The Proprietor, Partners or Executive Officers are: ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded

This certifies that the insurance carrier indicated above in box "3" insures the referenced above in box "1a" for workers compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation policy). The insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicate on this Certificate. (These notices may be sent by regular mail.)Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier..

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Thomas N. Alderson
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Thomas N. Alderson **2/28/2014**
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-633-8401

Please Note: *Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it*

C-105.2 (9-07)

Workers' Compensation Law

Section 57. Restrictions on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-07) Reverse

STATE OF NEW YORK
WORKER'S COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1.To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)
WATTS ARCHITECTURE & ENGINEERING D.P.C

95 PERRY STREET SUITE 300
BUFFALO, NY 14203

1b. Business Telephone Number of Insured
716-206-5100

1c. NYS Unemployment Insurance Employer Registration Number of Insured
5062141

1d. Federal Employer Identification Number of Insured or Social Security Number
460635147

2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder)

County Of Erie

95 Franklin Street

Buffalo, NY 14202

3a. Name of Insurance Carrier
The First Rehabilitation Life Insurance Company of America

3b. Policy Number of Entity listed in box "1a":
DBL350752

3c. Policy effective period:
01/01/2014 to 12/31/2014

4. Policy covers:

a. ☑ All of the employer's employees eligible under the New York Disability Benefits Law

b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 2/28/2014 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, NY 12207.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

State of New York
Worker's Compensation Board

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Worker's Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS Disability Benefits insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box "3" on this form is certifying that it is insuring the business referenced in Box "1a" for disability benefits under the New York State Disability Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box "2". This certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in Box "3c".

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

Section 220. Subd. 8

(a) The head of state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of state or municipal department, board, commission, or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

SCHEDULE C

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Consultant certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Consultant is unable to certify to any of the statements in this paragraph, the Consultant shall attach an explanation to this certification.

Date: 02/26/14

Philip M. Gelbo
Signature

Chief Operations Officer
Title

Watts Engineering & Architecture DPC
Organization

SCHEDULE D

Certification Regarding
Drug-Free Workplace Requirements
Grantees Other Than Individuals

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq. *See* 48 C.F.R. Subpart 23.5.

The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and,
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Watts Engineering & Architecture DPC
Organization

Philip M. Galbo
Authorized Signature

Chief Operations Officer 02/26/14
Title Date

SCHEDULE E

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member or Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Watts Engineering & Architecture DPC
Organization

Philip M. Gallo
Authorized Signature

Chief Operations Officer 02/26/14
Title Date

NOTE: If Disclosure Forms are required, please contact: Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY
CLERK'S OFFICE

BUFFALO, N.Y., November 21, 2013

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the **20th** Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the **Twenty-First** day of **November, 2013 A.D.**, a Resolution was adopted, of which the following is a true copy:*

WHEREAS, a Project for replacement of the Salt Road (CR 560) bridges over Beeman Creek (BIN 3326800 & BIN 3326810), Town of Clarence, PIN 5759.91 (the Project) is eligible for funding under Title 23 U.S. Code, as amended, that calls for the appointment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% Non-Federal funds; and

WHEREAS, the County of Erie desires to advance the Project by making a commitment of 100% of the Non-Federal share of the costs of the Preliminary Engineering (Scoping and Design I-VI) and ROW Incidentals phases of the Project: PIN 5759.91; and

WHEREAS, the total for the Project phases noted is currently estimated at $236,000.00 and the County is required to pay the estimated local share for the Project in the amount of $47,200.00 which is available from Project B.13008, 2013 Salt Road Bridge Design, fund center 123, fund 420; and

WHEREAS, your Honorable Body has previously authorized Watts Architecture and Engineering, PC as a qualified, Term Agreement General Architectural/Engineering firm via Comm.13E-26 of July 18, 2013.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby approves the above subject Project; and be it further

RESOLVED, that the County Legislature of the County of Erie hereby authorizes the County of Erie to pay in the first instance 100% of the Federal and Non-Federal shares of the cost of the Preliminary Engineering (Scoping and Design I-VI) and ROW Incidentals phases of the Project or portions thereof; and be it further

RESOLVED, that the Project B.13008, 2013 Salt Road Bridge Design, fund center 123, fund 420, be increased by the anticipated Federal revenue in the amount of $188,800. as follows:

REVENUES		CURRENT BUDGET	INCREASE/ DECREASE	REVISED BUDGET
Account	Description			
414000	Federal Aid	$ 0	$188,800	$188,800
475000	Gen Oblig Bond Proc	$70,000	$ 0	$70,000
TOTAL REVENUES		$70,000	$188,800	$258,800
APPROPRIATIONS				
Capital Projects	Capital Project	$70,000	$188,800	$258,800

ATTEST

ROBERT M. GRABER
Clerk of the Legislature of Erie County

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY
CLERK'S OFFICE

BUFFALO, N.Y., November 21, 2013

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the **20th** Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the **Twenty-First** day of **November, 2013 A.D.**, a Resolution was adopted, of which the following is a true copy:*

		Exp	
TOTAL APPROPRIATIONS	$70,000	$188,800	$258,800

and be it further

RESOLVED, that should New York State Marchiselli funds be made available, the Project, the budget be adjusted to reflect an increase in revenue, and decrease in local share; and be it further

RESOLVED, that the estimated total sum for design engineering of the noted Project phases, $236,000.00 is hereby appropriated from B.13008, 2013 Salt Road Bridge Design and made available to cover the cost of participation in the above phases of the Project; and be it further

RESOLVED that the County Executive be authorized to execute a negotiated Contract in an amount not to exceed the allowable Project design engineering amount between the County of Erie and Watts Architecture and Engineering, PC as Project Design Engineers; and be it further

RESOLVED, that in the event the amount required to pay in the first instance 100% of the Federal and Non-Federal shares of the cost of the Project's Preliminary Engineering (Scoping & Design I-VI) and ROW Incidentals phases exceeds $236,000.00 the County of Erie shall convene its Legislature as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and be it further

RESOLVED, that the County Executive is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid on behalf of the County of Erie, (subject to the County of Erie Attorney's approval as to form and content), with the New York State Department of Transportation in connection with the advancement or approval of the Project identified in the State/Local Agreement; and providing for the administration of the Project and the Municipality's first instance funding of Project costs and permanent funding of the local share of Federal-Aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation, by attaching it to any necessary Agreement in connection with the Project; and be it further

RESOLVED, that ten (10) certified copies of this resolution be forwarded to the Department of Public Works, Office of the Commissioner, and one copy each to the Office of the County Executive, the Division of Budget and Management, the Office of the County Attorney, and the Office of the Comptroller.

REFERENCE: **COMM. 19E-10 (2013)**

ATTEST

ROBERT M. GRABER
Clerk of the Legislature of Erie County