**THIS AGREEMENT** made the 11th day of August 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

**Wendel WD Architecture, Engineering, Surveying and Landscape Architect, PC**, a New York State corporation having an office and principal place of business at **140 John James Audubon Parkway, Suite 201, Amherst, NY 14228** (hereafter the "Consultant")

**WITNESSETH:**

**FIRST**: The Consultant shall provide **construction engineering and inspection services for Lakeshore Shoreline Trail Project 5757.49, Town of Evans,** as more fully described in Schedule "A.2", 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 and trade practices.

The Consultant expressly agrees that the provisions set forth in Schedule "A-2" Erie County Department of Public Works, Division of Highways Construction Phase Requirements, which is 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 by **March 31,2015.**

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 a detailed daily log 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. This log 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.2"** 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 **ninety-five thousand, eight hundred and eighty dollars ($95,880.00)**, in the manner and at the rates set forth in **Schedules "A" and "A.2"**, 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 annual appropriations by the 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 sub consultants 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 sub consultant. 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, sub consultant, 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, alien 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, sub consultants 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 sub consultants 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 sub consultants have been approved to provide services for the named purpose(s) in connection with this Agreement as specified in Schedule "A" and "A.2".

**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: 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: Wendel WD Architecture, Engineering, Surveying and Landscape Architect, PC
140 John James Audubon Parkway, Suite 201,
Amherst, NY 14228

**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:** N/A (federal grants or awards for $100,000 or more)

**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 Poloncarz/Richard Tobe
Title: Executive Director/Deputy County Executive

**Wendel WD Architecture, Engineering, Surveying and Landscape Architect, PC**

By: _____
Name: Stewart C. Haney PE, President/CEO
Title:

Approved as to content:

By: Electronically Signed
Name: John C. Loffredo, P.E.
Title: Commissioner, Public Works

Approved as to form:

By: Electronically Signed
Name: Kristen Walder, Assistant County Attorney
Doc. No. _____

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

On this 11th day of August 20 14 before me personally came Stewart Haney to me known, who being by me duly sworn, did depose and say that he resides in Williamsville, NY that he is the (title) President/CEO of Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, P.C., 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.

Angela Lipinski
Notary Public

ANGELA LIPINSKI
Notary Public, State of New York
Qualified in Erie County
My Commission Expires May 15, 2018

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- CONSTRUCTION

wendel

November 6, 2013

Mr. Brian Rose, PE
Erie County DPW
95 Franklin Street, Room 1400
Buffalo, NY 14202

**RE: Lakeshore Shoreline Trail**
**Multi-Use Pathway-Phase I**
**PIN 5757.49**
**Construction Services Proposal**

Dear Mr. Rose:

In accordance with your request, Wendel has prepared the attached proposal for Construction Phase Services. Please be advised that the legal contracting entity for this agreement will be Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, P.C.

The proposal includes the following:

- Supplement to Schedule A Engineering Proposal Assumptions
- Cost Proposal Shell
- Proposal from Synegraphics for Shoreline Trail Signage Construction Services
- Proposal from SJB Services, Inc. for material testing in accordance with NYSDOT Locally Administered Procedures Manual.
- Our latest NYSDOT Overhead Rate Determination.

The Scope of Construction Phase Services is defined in Erie County's Standard Agreement for Engineering Services Schedule A-2. In addition to the standard scope, our proposal includes services associated with bidding and award and limited post-construction cross-section survey. Other Assumptions to the Standard Scope of Services are included in Schedule A, Engineering Proposal Assumptions. Following your review and concurrence with our proposal, we will assist your office with preparation of the agreement.

Should you have any questions or require additional information during your review, please contact our office.

Very Truly Yours,

Michael Leydecker

Michael F. Leydecker, PE
Project Manager

1 # 110011
A. 00 313.4 = $48,732.00
A. 00 344.2 = $47,148.
$95,880.

Encl.

cc. Thomas Dearing, Erie County Department of Environment & Planning

The following are assumptions made by the ENGINEER pertaining to the Scope of Construction Services set forth in Schedule A.

Part IV- Design Development and Construction Documents

Paragraph D.

Assume: Furnish 30 half size and 5 full size sets of Contract Documents to the County for Bidding and Award of the Construction Contract.

Engineer's responsibility will be limited to attendance at the bid opening and preparation of the NYSDOT Locally Administered Federal Aid Project Bid Award Package. The County shall sell Bid Documents, conduct the pre-bid conference, respond to contractor questions, issue addenda and prepare the bid tabulation.

Part V- Construction Phase Services

Paragraph A.2.

Assume: The Duration of Construction is limited to 3 months. The number of Periodic Site Visits shall be 12 including Final Inspection.

Paragraph A.6.

Assume: Shop drawing review shall be required for guide rail and miscellaneous appurtenance Items. The number of shop drawing submittals shall not exceed 5. Materials for remaining Items shall be accepted based on the specified NYSDOT acceptance procedures.

Paragraph A.7.

Assume: A total of three clarifications will be issued during construction.

Paragraph A.8.

Assume: A total of three change orders will be prepared, analyzed and recommended to the Commissioner during construction.

Paragraph A.10.

Assume: Bi-weekly job meetings will be conducted concurrent with weekly periodic site visits.

Paragraph A.

Assume: No control survey will be provided for construction.

Perform approximately 1200 LF of post-construction cross-section survey in areas with embankment construction. Cross sections will be taken at 25 ft intervals. This will be used in conjunction with the pre-construction cross-section survey to determine final earthwork quantities.

Paragraph B.

Assume: The resident construction inspector shall possess a NICET III or have equivalent qualifications.

The Duration of Construction is limited to 3 months which is equivalent to 519 straight time hours of Resident Inspection. We have not included overtime hours for Resident Inspection.

## Exhibit C, Page 1

***Wendel WD***
**PIN 5757.49**
**Lakeshore Shoreline Trail**
**Construction Services**

| JOB TITLE | ASCE (A) OR NICET (N) GRADE | | AVERAGE HOURLY RATES PRESENT June 2011 | AVERAGE HOURLY RATES PROJECTED MIDPOINT April 2014 | MAX. HOURLY RATES PRESENT June 2011 | MAX. HOURLY RATES PROJECTED June 2012 | MAX. HOURLY RATES PROJECTED June 2013 | OVERTIME CATEGORY |
|---|---|---|---|---|---|---|---|---|
| Principal | IX | (A) | $ 87.31 | $ 94.29 | $ 87.31 | $ 92.55 | $ 98.10 | A |
| Sr Managerial Engineer | VII | (A) | $ 72.30 | $ 78.08 | $ 87.02 | $ 92.24 | $ 97.78 | A |
| Sr Project Engineer | VI | (A) | $ 62.53 | $ 67.53 | $ 69.71 | $ 73.89 | $ 78.33 | A |
| Project Engineer | V | (A) | $ 47.01 | $ 50.77 | $ 52.50 | $ 55.65 | $ 58.99 | A |
| Engineer-IV | IV | (A) | $ 37.93 | $ 40.96 | $ 42.30 | $ 44.84 | $ 47.53 | B |
| Engineer-III | III | (A) | $ 31.83 | $ 34.38 | $ 42.27 | $ 44.81 | $ 47.49 | B |
| Engineer-II/I | II/I | (A) | $ 25.05 | $ 27.05 | $ 28.38 | $ 30.08 | $ 31.89 | B |
| Sr Designer-IV | IV | (N) | $ 36.57 | $ 39.50 | $ 37.00 | $ 39.22 | $ 41.57 | B |
| Designer-III | III | (N) | $ 31.11 | $ 33.60 | $ 32.00 | $ 33.92 | $ 35.96 | C |
| Designer-II | II | (N) | $ 24.41 | $ 26.36 | $ 26.45 | $ 28.04 | $ 29.72 | C |
| Designer-I | I | (N) | $ 17.83 | $ 19.26 | $ 18.01 | $ 19.09 | $ 20.24 | C |
| Construction Observer | IV | (N) | $ 39.24 | $ 42.38 | $ 44.86 | $ 47.55 | $ 50.40 | C |
| Construction Observer | III | (N) | $ 31.43 | $ 33.94 | $ 34.05 | $ 36.09 | $ 38.26 | C |
| Construction Observer | II | (N) | $ 25.07 | $ 27.08 | $ 28.38 | $ 30.06 | $ 31.89 | C |
| Surveyor/Crew Chief | IV | (N) | $ 37.62 | $ 40.63 | $ 39.18 | $ 41.53 | $ 44.02 | C |
| Surveyor/Crew Chief | III | (N) | $ 23.05 | $ 24.89 | $ 23.05 | $ 24.43 | $ 25.90 | C |
| Surveyor/Instrument Person | II | (N) | $ 19.18 | $ 20.71 | $ 22.00 | $ 23.32 | $ 24.72 | C |
| Technical Typist | NA | | $ 18.15 | $ 19.60 | $ 19.65 | $ 20.83 | $ 22.08 | C |
| Party Chief (Field) | III | (N) | $ 17.77 | $ 19.19 | $ 18.04 | $ 19.12 | $ 20.27 | C |
| Instrument Person (Field) | II | (N) | $ 15.00 | $ 16.20 | $ 15.50 | $ 16.43 | $ 17.42 | C |

**NOTE:**
It shall be the ENGINEER's responsibility to pay prevailing wage rates and supplement as required by the NYS or US Department of Labor, for services requiring such rates and supplements.

**OVERTIME POLICY**
The Engineer's overtime compensation policy controls what overtime category is assigned to each job title listed above.

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

*Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

| | | | Prevailing Rate | Projected Rate | Normal Rate | Difference | Payroll Additive | Total |
|---|---|---|---|---|---|---|---|---|
| Crew Chief | III | (N) | $ 33.12 | $ 33.12 | $ 19.19 | $ 13.93 | $ 1.25 | $ 15.18 |
| Instrument Person | II | (N) | $ 30.26 | $ 30.26 | $ 16.20 | $ 14.06 | $ 1.27 | $ 15.33 |
| Rod Person | I | (N) | $ 21.85 | $ 21.85 | $ 16.20 | $ 5.65 | $ 0.51 | $ 6.18 |

Supplemental Benefits are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

| | | | Prevailing Benefit | Normal Rate | Difference (Net) | Wage Adjustment | Payroll Additive | Total |
|---|---|---|---|---|---|---|---|---|
| Crew Chief | III | (N) | $ 23.15 | $ 19.90 | $ 3.25 | $ - | $ 0.29 | $ 3.54 |
| Instrument Person | II | (N) | $ 23.15 | $ 19.90 | $ 3.25 | $ - | $ 0.29 | $ 3.54 |
| Rod Person | I | (N) | $ 23.15 | $ 19.90 | $ 3.25 | $ - | $ 0.29 | $ 3.54 |

**Exhibit C, Page 2**
**Estimate of Direct Non-Salary Cost**

***Wendel Duchscherer***
**PIN 5757.49**
**Lakeshore Shoreline Trail**
**Construction Services**

**1. Travel, Lodging and Subsistence**

| Trip Destination | Number of Trips | Number of Inspector Days | Trip Length | Quantity | Mileage Rate | Amount |
|---|---|---|---|---|---|---|
| | | | 30 | 0 | $ 0.505 | $ - |
| | | | 32 | 0 | $ 0.505 | $ - |
| Total Mileage | | | 10 | 0 | $ 0.505 | $ - |
| | | | | 0 | | $ - |

**TOTAL TRAVEL, LODGING, & SUBSISTENCE** $ -

**2. Outside Reproduction**

| Item | Sets | Sheets per Set | Quantity | Rate | Amount |
|---|---|---|---|---|---|
| Full size drawings | 5 | 27 | 135 | $ 2.41 | $ 325.35 |
| Half size drawings | 30 | 27 | 810 | $ 0.20 | $ 162.00 |
| Proposal books | 35 | 210 | 7350 | $ 0.15 | $ 1,102.50 |
| Mylars | 1 | 28 | 28 | $ 6.00 | $ 168.00 |
| Foam Boards | 0 | | | $ 10.00 | |

**TOTAL DRAWING, REPORT, REPRODUCTION** $ 1,757.85

**3. Mobile Telephones & Field Notebook Computers**

| | Number | Months | Monthly Charge | Amount |
|---|---|---|---|---|
| Field Notebook Computers | | 3 | $ 500.00 | $ - |
| Wireless Data Card | | 3 | $ 50.00 | $ - |
| Mobile Telephone | | 3 | $ 50.00 | $ - |

$ -

**4. Prevailing Wages and Supplemental Benefits**

| **Wage Differential** | | Hours @ | Rate | |
|---|---|---|---|---|
| Party Chief (P.C.) | III (N) | 40 | $ 15.18 | $607.35 |
| Instrumentperson (I.P.) | II (N) | 40 | $ 15.33 | $613.02 |
| **Supplemental Benefits** | | Hours @ | Rate | |
| Party Chief (P.C.) | III (N) | 40 | $ 3.54 | $141.60 |
| Instrumentperson (I.P.) | II (N) | 40 | $ 3.54 | $141.60 |

**TOTAL PREVAILING WAGES AND SUPPLEMENTAL BENEFITS** $1,503.56

**TOTAL DIRECT NON - SALARY COST (Estimated, Subject to Audit)** $ 3,261.41

**Exhibit C, Page 3**
**Estimate of Direct Non-Salary Cost**
**Subcontractor Cost**
***Wendel Duchscherer***
**PIN 5757.49**
**Lakeshore Shoreline Trail**
**Construction Services**

**1. Material Sampling and Laboratory Analysis During Construction**

| Item | Number of Hours | Number of Tests | Unit Rate | Amount |
|---|---|---|---|---|
| Engineering Technician for Field Testing | 32 (Minimum 4 Hours) | | $ 35.00 | $ 1,120.00 |
| Standard Proctor Density | | 4 | $ 125.00 | $ 500.00 |
| Concrete Compressive Strength | | 10 | $ 9.00 | $ 90.00 |
| Asphalt Batch Plant Inspector | 40 (Minimum 4 Hours) | | $ 40.00 | $ 1,600.00 |
| Asphalt Desity Testing | 40 (Minimum 4 Hours) | | $ 40.00 | $ 1,600.00 |

**TOTAL MATERIAL SAMPLING AND LABORATORY ANALYSIS** $ 4,910.00

**TOTAL DIRECT NON - SALARY COST (Sub-Contractor Cost)** $ 4,910.00

**1. Shoreline Trail Signage Design & Implementation** **Synegraphics**

| Segment | Design | Contruction Administration | Amount |
|---|---|---|---|
| PIN 5756.75 | | $ 965.00 | $ 965.00 |
| PIN 5757.49 | | $ 965.00 | $ 965.00 |
| Map/Art Legend Development both Segments | | | ,$ - |

**Total Trail Signage Design & Implementation** $ 1,930.00

**TOTAL DIRECT NON - SALARY COST (Sub-Consultant Cost)** $ 1,930.00

Exhibit C, Page 4
Staffing Table

*Wendel Duchscherer*
PIN 5757.49
Lakeshore Shoreline Trail
Construction Services

## Task Description

1 Services During Construction
2 Resident Construction Observation

## Task 1 Construction Administration

| JOB TITLE | ASCE OR NICET GRADE | | TASK 1 | TASK 2 | Total Hours | Salary Rates | Direct Labor |
|---|---|---|---|---|---|---|---|
| Principal | IX | (A) | 0 | 0 | 0 | $ 94.29 | $ - |
| Sr Managerial Engineer | VII | (A) | 0 | 0 | 0 | $ 78.08 | $ - |
| Sr Project Engineer | VI | (A) | 22 | 0 | 22 | $ 67.53 | $ 1,485.66 |
| Project Engineer | V | (A) | 0 | 0 | 0 | $ 50.77 | $ - |
| Engineer-IV | IV | (A) | 120 | 0 | 120 | $ 40.96 | $ 4,915.20 |
| Engineer-III | III | (A) | 0 | 0 | 0 | $ 34.38 | $ - |
| Engineer-II/I | I/II | (A) | 0 | 0 | 0 | $ 27.05 | $ - |
| Sr Designer-IV | IV | (N) | 0 | 0 | 0 | $ 39.50 | $ - |
| Designer-III | III | (N) | 64 | 0 | 64 | $ 33.60 | $ 2,150.40 |
| Designer-II | II | (N) | 0 | 0 | 0 | $ 26.36 | $ - |
| Designer-I | I | (N) | 0 | 0 | 0 | $ 19.26 | $ - |
| Construction Observer | IV | (N) | 0 | 0 | 0 | $ 42.38 | $ - |
| Construction Observer | III | (N) | 0 | 519 | 519 | $ 33.94 | $ 17,614.86 |
| Construction Observer | II | (N) | 0 | 0 | 0 | $ 27.08 | $ - |
| Surveyor/Crew Chief | IV | (N) | 0 | 0 | 0 | $ 40.63 | $ - |
| Surveyor/Crew Chief | III | (N) | 0 | 0 | 0 | $ 24.89 | $ - |
| Surveyor/Instrument Person | II | (N) | 0 | 0 | 0 | $ 20.71 | $ - |
| Technical Typist | NA | | 95 | 0 | 95 | $ 19.60 | $ 1,862.00 |
| Party Chief (Field) | III | (N) | 40 | 0 | 40 | $ 19.19 | $ 767.60 |
| Instrument Person (Field) | II | (N) | 40 | 0 | 40 | $ 16.20 | $ 648.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Task Hours | 381 | 519 | 0 | 0 | 0 | 0 | 0 | 900 |
| Direct Labor | $ 11,828.86 | $ 17,614.86 | $ - | $ - | $ - | $ - | $ - | |
| Overhead | $ 21,055.37 | $ 27,479.18 | $ - | $ - | $ - | $ - | $ - | |
| Profit | $ 3,288.42 | $ 4,509.40 | $ - | $ - | $ - | $ - | $ - | |
| Task Amount | $ 36,172.65 | $ 49,603.45 | $ - | $ - | $ - | $ - | $ - | |

| | |
|---|---|
| Total Direct Labor | $ 29,443.72 |
| Total Overhead | $ 48,534.55 |
| Total Profit | $ 7,797.83 |
| Total Amount | $ 85,776.10 |

Exhibit C, Page 5
Staffing Table

*Wendel Duchscherer*
PIN 5757.49
Lakeshore Shoreline Trail
Construction Services

## Task Description

1.01 Bid and Award Services
1.02 Construction Administration (Based on 18 Weeks & Pre-Construction Meeting)
1.03 Review of 5 Shop Drawing Submittals & Material Certifications
1.04 Periodic Site Visits & Project Meetings (Based on 12 Visits)
1.05 Clarifications and Change Orders 3 Requests
1.06 Payment Estimate Review (Based on 4 Estimates)Including Close-out Estimate
1.07 Preparation of NYSDOT LAFA Close-Out Documents, Record Drawings, Post Construction Surveys

## Task 1 Services During Construction

| JOB TITLE | ASCE OR NICET GRADE | | TASK 1.01 | 1.02 | 1.03 | 1.04 | 1.05 | 1.06 | 1.07 | | | Total Hours | Salary Rates | Direct Labor |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Principal | IX | (A) | | | | | | | | | | 0 | $ 94.29 | $ - |
| Sr Managerial Engineer | VII | (A) | | | | | | | | | | 0 | $ 78.08 | $ - |
| Sr Project Engineer | VI | (A) | 4 | 4 | | 4 | 4 | 2 | 4 | | | 22 | $ 67.53 | $ 1,485.66 |
| Project Engineer | V | (A) | | | | | | | | | | 0 | $ 50.77 | $ - |
| Engineer-IV | IV | (A) | 16 | 8 | 12 | 44 | 32 | | 8 | | | 120 | $ 40.96 | $ 4,915.20 |
| Engineer-III | III | (A) | | | | | | | | | | 0 | $ 34.38 | $ - |
| Engineer-II/I | I/II | (A) | | | | | | | | | | 0 | $ 27.05 | $ - |
| Sr Designer-IV | IV | (N) | | | | | | | | | | 0 | $ 39.50 | $ - |
| Designer-III | III | (N) | 8 | | | | 16 | | 40 | | | 64 | $ 33.60 | $ 2,150.40 |
| Designer-II | II | (N) | | | | | | | | | | 0 | $ 26.36 | $ - |
| Designer-I | I | (N) | | | | | | | | | | 0 | $ 19.26 | $ - |
| Construction Observer | IV | (N) | | | | | | | | | | 0 | $ 42.38 | $ - |
| Construction Observer | III | (N) | | | | | | | | | | 0 | $ 33.94 | $ - |
| Construction Observer | II | (N) | | | | | | | | | | 0 | $ 27.08 | $ - |
| Surveyor/Crew Chief | IV | (N) | | | | | | | | | | 0 | $ 40.63 | $ - |
| Surveyor/Crew Chief | III | (N) | | | | | | | | | | 0 | $ 24.89 | $ - |
| Surveyor/Instrument Person | II | (N) | | | | | | | | | | 0 | $ 20.71 | $ - |
| Technical Typist | NA | | 24 | 18 | 20 | | 4 | 13 | 16 | | | 95 | $ 19.60 | $ 1,862.00 |
| Party Chief (Field) | III | (N) | | | | | | | 40 | | | 0 | $ - | $ - |
| Instrument Person (Field) | II | (N) | | | | | | | 40 | | | 40 | $ 19.19 | $ 767.60 |
| | | | | | | | | | | | | 40 | $ 16.20 | $ 648.00 |
| Task Hours | | | 52 | 30 | 32 | 48 | 56 | 15 | 148 | 0 | 0 | 381 | | |
| Direct Labor | | | $ 1,664.68 | $ 950.60 | $ 883.52 | $ 2,072.36 | $ 2,196.84 | $ 389.86 | $ 3,671.00 | $ - | $ - | | | |
| Overhead | | | $ 2,963.13 | $ 1,692.07 | $ 1,572.67 | $ 3,688.80 | $ 3,910.38 | $ 693.95 | $ 6,534.38 | $ - | $ - | | | |
| Profit | | | $ 462.78 | $ 264.27 | $ 245.62 | $ 576.12 | $ 610.72 | $ 108.38 | $ 1,020.54 | $ - | $ - | | | |
| Task Amount | | | $ 5,090.59 | $ 2,906.93 | $ 2,701.80 | $ 6,337.28 | $ 6,717.94 | $ 1,192.19 | $ 11,225.92 | $ - | $ - | | | |

| | |
|---|---|
| Total Direct Labor | $ 11,828.86 |
| Total Overhead | $ 21,055.37 |
| Total Profit | $ 3,288.42 |
| Total Amount | $ 36,172.65 |

Exhibit C, Page 6
Staffing Table

*Wendel Duchscherer*
PIN 5757.49
Lakeshore Shoreline Trail
Construction Services

## Task Description

2.01 Resident Construction Observation

## Task 1 Construction Administration

| JOB TITLE | ASCE OR NICET GRADE | | TASK 2.01 | Total Hours | Salary Rates | Direct Labor |
|---|---|---|---|---|---|---|
| Principal | IX | (A) | | 0 | $ 94.29 | $ - |
| Sr Managerial Engineer | VII | (A) | | 0 | $ 78.08 | $ - |
| Sr Project Engineer | VI | (A) | | 0 | $ 67.53 | $ - |
| Project Engineer | V | (A) | | 0 | $ 50.77 | $ - |
| Engineer-IV | IV | (A) | | 0 | $ 40.96 | $ - |
| Engineer-III | III | (A) | | 0 | $ 34.38 | $ - |
| Engineer-II/I | I/II | (A) | | 0 | $ 27.05 | $ - |
| Sr Designer-IV | IV | (N) | | 0 | $ 39.50 | $ - |
| Designer-III | III | (N) | | 0 | $ 33.60 | $ - |
| Designer-II | II | (N) | | 0 | $ 26.36 | $ - |
| Designer-I | I | (N) | | 0 | $ 19.26 | $ - |
| Construction Observer | IV | (N) | | 0 | $ 42.38 | $ - |
| Construction Observer | III | (N) | 519 | 519 | $ 33.94 | $ 17,614.86 |
| Construction Observer | II | (N) | | 0 | $ 27.08 | $ - |
| Surveyor/Crew Chief | IV | (N) | | 0 | $ 40.63 | $ - |
| Surveyor/Crew Chief | III | (N) | | 0 | $ 24.89 | $ - |
| Surveyor/Instrument Person | II | (N) | | 0 | $ 20.71 | $ - |
| Technical Typist | NA | | | 0 | $ 19.60 | $ - |
| Party Chief (Field) | III | (N) | | 0 | $ - | $ - |
| Instrument Person (Field) | II | (N) | | 0 | $ 19.19 | $ - |
| | | | | 0 | $ 16.20 | $ - |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Task Hours | 519 | 0 | 0 | 0 | 0 | 0 | 0 | 519 |
| Direct Labor | $ 17,614.86 | $ - | $ - | $ - | $ - | $ - | $ - | |
| Overhead | $ 27,479.18 | $ - | $ - | $ - | $ - | $ - | $ - | |
| Profit | $ 4,509.40 | $ - | $ - | $ - | $ - | $ - | $ - | |
| Task Amount | $ 49,603.45 | $ - | $ - | $ - | $ - | $ - | $ - | |

| | |
|---|---|
| Total Direct Labor | $ 17,614.86 |
| Total Overhead | $ 27,479.18 |
| Total Profit | $ 4,509.40 |
| Total Amount | $ 49,603.45 |

**Exhibit C Page 8**
**Summary**

***Wendel WD***
**PIN 5757.49**
**Lakeshore Shoreline Trail**
**Construction Services**

| | | | Total Contract Amount |
|---|---|---|---|
| Item IA, Direct Technical Salaries (estimated) subject to audit | Office Labor | $ | 11,829 |
| | Field Labor | $ | 17,615 |
| Item IB, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit | | $ | - |
| Item II, Direct Non-Salary Cost (estimated) subject to audit | | $ | 3,261 |
| Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost) | | $ | 4,910 |
| Item III, Overhead Times Item 1A, Direct Technical Labor | | | |
| | Office Overhead Rate *178%* | $ | 21,056 |
| | Field Overhead Rate *156%* | $ | 27,479 |
| Item IV, Profit Times Item 1A, Direct Technical Labor | *10%* | $ | 7,798 |
| Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost) | | | |
| | Synegraphics | $ | 1,930 |
| **Total Estimated Cost** | | $ | 95,880 |

**Synegraphics**
9886 East Holland Road
Holland, New York 14080

March 22, 2012

## Shoreline Trail – Bennett Beach Segment
## Signage Proposal

We propose to apply the Shoreline Trail (ST) signage standards to the programming, design development, documentation and contract administration of wayfinding signage along a 2.3 mile segment of the trail north and south of Bennett Beach in southwestern Erie County.

The PROGRAMMING effort will include the development of a preliminary message schedule, general signage location plan and individual location diagrams (documentation similar to programming developed for ST Demonstration Program). We will review the programming with the Erie County/ Wendel Project Team and edit as required. This phase will include the development of a formal cost estimate for programmed signage.

The DESIGN DEVELOPMENT phase will produce a map and legend for THE BEACHES segment. We will develop content for this graphic through independent research and consultation with Erie County and other local authorities as required. The artwork will be comparable in form and function to what has been developed for the GREENWAY HEADWATERS and UPPER RIVER trail segments. (PDF sample attached). This graphic image will identify all attractions within one mile of the ST along the entire path of THE BEACHES segment from the northern junction with the SUNSET segment to the southern boundary of Erie County. The map will also articulate the present state of the trail, using a graphic vocabulary to identify off-road and shared-road segments as well as portions planned or under construction. The map and legend will be applied to all of the Type A-1 and B-1 orientation signs used in this project as well as be available for any orientation signage developed for THE BEACHES in future procurements.

The DOCUMENTATION phase will include final editing and assembly of the message schedule, location plans and diagrams, detail drawings and written fabrication/installation specifications. This phase of work will include all consultation with general contractor and/or signage subcontractors as required to solicit bids.

The CONTRACT ADMINISTRATION phase will entail:

- Review/approval of shop drawings and submittals
- Consultation with fabricator/ installers
- Verification of signage locations in the field with installers
- Installation coordination with Project Team
- Punch list inspection of installed signage
- Project Close-out documents as required
- ST Standards Manual additions/ changes
- Electronic records to Erie County for new map/legend and any other graphics presumed to be necessary for future procurements

## FEE/EXPENSE SUMMARY

| | Programming | Design Development | Documentation | Contract Administration | Reimbursable Expenses | Totals |
|---|---|---|---|---|---|---|
| Roat Drive to Bennett Beach Trail Segment | $1,110. | | $300. | $625. | $65. | $2,100. |
| Bennett Beach to Evans Town Park Trail Segment | 1,110. | | 300. | 625. | 65. | 2,100. |
| Map Art/Legend Development | | 2,700. | | | 120. | 2,820. |
| **Totals** | **$2,220.** | **$2,700.** | **$600.** | **$1,250.** | **$250.** | **$7.020.** |

Submitted by
Carlo Piech, Synegraphics
716-537-2087

**Contract Drilling and Testing**

SJB SERVICES, INC.

**CORPORATE/ BUFFALO OFFICE**
5167 South Park Avenue
Hamburg, NY 14075
Phone: (716) 649-8110
Fax: (716) 649-8051

**ALBANY OFFICE**
PO Box 2199
Ballston Spa, NY 12020

5 Krabner Road
Mechanicville, NY 12118
Phone: (518) 899-7291
Fax: (518) 899-7496

**CORTLAND OFFICE**
60 Miller Street
Cortland, NY 13045
Phone: (607) 758-7182
Fax: (607) 758-7188

**ROCHESTER OFFICE**
535 Summit Point Drive
Henrietta, NY 14467
Phone: (585) 359-2730
Fax: (585) 359-9668

November 1, 2013

Wendel Duchscherer
140 John James Audubon Parkway, Suite 201
Amherst, New York 14228
Phone: 688-0766 / Fax: 625-6825

*Attention:* *Robyn J. Sherk*

*Reference:* *Construction Inspection and Material Testing Services*
*Lakeshore Shoreline Trail*

Dear Robyn,

Pursuant to our recent conversation, we are pleased to present our proposal to perform Construction Inspection and Material Testing Services for the Lakeshore Shoreline Trail project

We have attached for your review, our Unit Rate Schedule, which outlines the costs associated with the services required. Please note that all prices quoted include equipment and manpower, as well as overhead / reporting.

SJB SERVICES, INC. maintains a staff of highly qualified technical personnel who are ACI, NICET and AWS Certified Inspectors who can perform the services required given a 24-hour notification to proceed with the work. SJB's facilities meet the requirements of ASTM E329, "Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in Construction".

Thank you for considering SJB SERVICES, INC. for this project and we look forward to working with your Firm. Please sign below as your formal acceptance / authorization to proceed with this work.

If you should have any questions, please do not hesitate to contact our office at any time.

Sincerely,
**SJB SERVICES, INC.**

Stanley J. Bias
President

PROPOSAL ACCEPTED BY: _____

PRINTED NAME: _____

COMPANY REPRESENTING: _____

DATE: _____

# SJB SERVICES, INC. – UNIT RATE SCHEDULE
# LAKESHORE SHORELINE TRAIL
# WENDEL DUCHSCHERER

| Item No. | Description | Unit Rate |
|---|---|---|
| 1. | Engineering Technician to Perform the Following:<br>▪ Earthwork Control and Density Testing<br>▪ Concrete Testing and Fabrication of Test Specimens<br>▪ Asphalt Density Testing with Troxler Nuclear Gage | |
| | Hourly Rate (4-Hour Minimum) | $32.00/Hour |
| | Overtime Rate | $42.00/Hour |
| | Mileage | $.50/Mie |
| 2. | Senior Engineering Technician to Perform Batch Plant Inspection | |
| | Hourly Rate (4-Hour Minimum) | $45.00/Hour |
| | Overtime Rate | $55.00/Hour |
| | Mileage | $.50/Mile |
| 3. | Sample / Cylinder Pickup (If Not On Site): | |
| | Hourly Rate | $28.00/Hour |
| 4. | Geotechnical Engineering – EMPIRE GEO-SERVICES, INC. (If Necessary): | |
| | ▪ Geotechnical Engineer, P.E.<br>Hourly Rate | $100.00/Hour |
| | ▪ Geotechnical Engineer, EIT<br>Hourly Rate | $70.00/Hour |
| 5. | Laboratory Testing: | |
| | ▪ Compressive Strength Testing of 6" x 12" Concrete Cylinders | $9.00/Each |
| | ▪ Sieve Analysis | $40.00/Each |
| | ▪ Proctor Test | $100.00/Each |
| | ▪ Unit weight / Specific Gravity (Asphalt Cores) | $40.00/Each |
| | ▪ Theoretical Specified Gravity (Asphalt) | $250.00/Each |

**ALL RATES ARE PORTAL TO PORTAL FROM OUR HAMBURG, NEW YORK OFFICE AND ARE INCLUSIVE OF ALL EQUIPMENT, REPORTING AND ADMINISTRATIVE FEES**

**ALL UNIT RATES WILL BE CHARGED AT A 4-HOUR AND 8-HOUR INTERVAL INCLUDING TRAVEL TIME**

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
ALBANY, N.Y. 12232
www.dot.ny.gov

JOAN MCDONALD
COMMISSIONER

ANDREW M. CUOMO
GOVERNOR

June 19, 2013

Mr./Ms. Daniel Hurley
WENDEL DUCHSCHERER ARCHITECTS & ENGINEERS, P.C.
140 John James Audubon Parkway
Suite 201
Buffalo, New York 14228

Dear Mr./Ms. Hurley,

Re: Overhead Billing Rate - FYE - 12/31 2012

We recently received current overhead information based on a review of the CONR 385 submitted for FYE - 12/31/2012.

Based on that information, provisional overhead rates have been approved. The Office overhead rate is 178% and the Field overhead rate is 156%. If these rates are lower than or equal to the "NOT TO EXCEED" overhead rates established in a contract with New York State Department of Transportation, you may use these provisional rates for billing purposes, for the referenced period. and for future periods, until superseded by rates established by preaward audit, post audit or until CONR 385 billing rates are issued for a subsequent period. Please review the overhead rates indicated in the Consultant Selection System (CSS) for the current applicable overhead rates for price forwarding.

These submitted rates have not been audited and no audit assurances are provided. This letter is intended for your use, the use of the department and the prime consultants you may be working with in connection with department agreements.

The provisional overhead billing rates are subject to the post audit prior to final payment for completed work.

Sincerely,

FOR William A. Howe
Director, Office of Contract Management

WH: SMB

## SCHEDULE "A-2"

## DPW-HWY CONSTRUCTION PHASE REQUIREMENTS

**Erie County Department of Public Works Construction Phase Requirements**

A. Services During Construction

The following are duties relative to the construction of the project which shall be performed by the Consultant.

1. Services during construction by the Consultant are to commence upon the start of the construction work and shall continue until the completion and acceptance of the work by the County.

2. Provide general inspection of the contract by making periodic visits to the Project site to supplement the work of the Resident Inspector. The time involved for these visits shall be equivalent to approximately four (4) hours per week while the Contractor is working. All persons engaged or employed by the Consultant shall be subject to the approval of the Commissioner of Public Works. The Consultant shall communicate with the Resident Inspector any observed non-compliance with Contract requirements. This shall include observation of the execution of the work and the materials and equipment installed by the Contractor to the end that the Project will be completed in accordance with the intent of the plans and specifications.

3. Make interpretations of the plans, specifications and contract documents and recommend decisions on all other technical engineering related questions in connection with the commencement and execution of the work.

4. Prepare, in conjunction with the contractors, a schedule of the required shop drawings to be submitted.

5. Review the proposed and updated progress schedule of the contractors and subcontractors for the Project showing coordination of the work of the various contractors and subcontractors.

6. Check all shop catalog cuts and other working drawings of any reinforcements, structural steel and/or other items intended to become a part of the project. Examine the drawings submitted by all contractors and subcontractors; coordinate construction drawings with shop drawings.

7. Interpret the plans and specifications and determine any conflicts therein. Furnish additional instructions and detailed drawings to carry out the work. Issue such clarifying details as may be required to achieve conformance with the intent of the contract drawings and specifications.

8. Prepare, analyze and recommend to the Commissioner change orders and all modifications of the plans and specifications as may be necessary as the work progresses, and check the fairness of additional costs or credits to be charged or allowed in connection with such changes.

9. Monitor the quality, acceptability and fitness of all parts of the work, and check and recommend for approval all partial estimates.

10. Assist in the coordination of the contractor's work and hold bi-weekly job meetings and keep minutes with the contractor's representatives to expedite and coordinate the work and minimize possible interference and delays. Reports of such meetings shall be furnished to the Commissioner of Public Works within one week of date of meeting.

11. The Consultant shall submit a monthly Consultant Cost Control Report or invoice to the County.

12. Confer and record as necessary with County officials and representatives of public and private organizations and residents where their interests are affected by the project.

13. Obtain from the contractors any and all operation and maintenance data, instructions, diagrams, replacement parts lists, guarantees, and the manufacturers' service directory, and furnish a bound volume of the same, arranged for easy reference to the Department of Public Works for a permanent record.

14. The Consultant shall establish center line control points and bench marks for the contractor's use and will check and test the contractor's field sighting during the progress of the work. Upon completion of the Project, the Consultant shall perform a final cross-section survey and determine the final earthwork quantities.

15. Make a final and thorough inspection of the completed work to assure that it is in conformance with contract documents and certify to the County the completion thereof, in accordance with the intent of the drawings, plans and specification, and thereupon recommend approval of the contractor's estimates and claims for final payment.

16. Provide a record set of project drawings and plans within 6 weeks of acceptance of project which will show any changes in the work incorporated during construction, and revise the tracings to form a final permanent record of the work. This record set is based on a marked up set of drawings received from the Resident Inspector. Record set drawings shall be submitted on CD and shall be compatible with "AutoCAD" Version 14.

B. Construction Inspection

If the Commissioner of Public Works so directs, the Consultant shall provide a full time, qualified and experienced Resident Inspectors who shall be a New York State Licensed Professional Engineer or have a Level IV N.I.C.E.T. (National Institute for Certification in Engineering Technologies) Certification. If additional personnel are needed for inspection, the required level of expertise and qualifications must be approved by the County.

The Resident Inspector shall:

1. Inspect construction work performed by the Contractor to provide assurance that the work is in compliance with the plans and specifications for the Project. An Inspector will be assigned to the Project on a full time basis. Actual field measurements of work performed will be documented by the Inspector for computation of payment quantities.

2. Maintain a daily diary describing the progress of work insofar as possible, indicating any specific problems encountered and all other pertinent information relative to the execution of the contract.

3. Maintain records in accordance with the NYSDOT Manual of Uniform Record Keeping (MURK) and in conformance with Federal Standards.

4. Maintain and update a construction record plan set.

5. All original construction documentation including record plans, shop drawings, project diaries, inspectors reports, correspondence, photos, etc. shall be assembled in a reverse chronological and orderly manner and delivered to the Commissioner of Public Works within 30 days of project completion.

If the construction is suspended, and the Commissioner so determines, the services of the Resident Inspector and any other assistance shall also be suspended simultaneously.

The following guidelines are to be used by the Resident Inspector in monitoring the Contractor's efforts:

Equal Employment Opportunity (EEO) Requirements

1. Reviews the Contractor's hiring practices during project start up and for the duration of the contract to ensure participation by minority groups and women as outlined in the EEO requirements contained in the Contract proposal.

2. Reviews and analyzes certified annotated payrolls, the Monthly Employment Utilization Report (Form AAP-33d), and the Federal-Aid Construction Contractor's Annual EEO Report (Form PR-1391) to determine minority and female utilization not only with respect to the overall work force but also within the individual trades in accordance with the Contract EEO requirements.

3. Immediately notify the County of any deficiencies discovered in minority and/or female utilization.

4. Monitors the required corrective action of the identified deficiency to ensure compliance and immediately notify the County.

C. Provision of Payment

1. Payment for services of the Resident Inspector (s) shall be based upon the direct salary cost of such Resident Inspector times a factor of ( 2.816 ). The term "direct salary cost" is defined as the time card rate only, times the number of hours worked, and does not include taxes, fringe benefits or insurance. Overtime rates shall be based upon the direct salary cost of the Resident Inspector times a factor of 1.40. No retention shall be applied to payments for the Resident Inspector. These multipliers may be utilized, at the discretion of the Commissioner of Public Works, to determine costs for extra work not included or anticipated during the course of design and construction.

2. The Consultant shall select and hire, with the approval of the Commissioner of Public Works, agencies and laboratories for the making of tests for all materials required to be tested in accordance with the specifications; review the work and report of such agencies and laboratories. Inspect at the site of the work the quality and adaptability of all materials to be used. The cost of this work shall be a reimbursable expense to the Consultant.

3. The Consultant shall select and hire, with the approval of the Commissioner of Public Works, sub-consultants and laboratories to be employed for materials testing during design and construction. The cost of this item shall be a reimbursable expense to the Consultant on a direct cost basis with no mark-up.

4. Travel costs within Erie County **shall not** be a reimbursable item. Travel outside Erie County must be authorized by the Commissioner of Public Works and will be reimbursed according to Erie County's travel guidelines. Receipts will be required as proof for all costs claimed.

5. All miscellaneous expenses such as long distance and local phone calls, cell phone, electronic communications, AutoCAD, computer programs, computer usage, postage, film, etc. will not be reimbursed.

Revised 6/2010wss
Revised 9/2008

## SCHEDULE "B"

## STANDARD INSURANCE PROVISIONS

WENDE-1 OP ID: SM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/07/2014

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
Poole Professional - NY
1160F Pittsford-Victor Rd.
Pittsford, NY 14534
Mary-Beth Rumble

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Travelers Indemnity Co of CT | 25682 |
| INSURER B : Travelers Indemnity Co. | 25658 |
| INSURER C : Travelers Indemnity Co America | 25666 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, PC
140 John James Audubon Parkway
Amherst, NY 14228

COVERAGES CERTIFICATE NUMBER: 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<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Primary<br>X Contractual Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | X | X | 6809321L321 | 04/13/2014 | 04/13/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Emp. Ben. | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>X ALL OWNED AUTOS<br>X HIRED AUTOS<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS | X | X | BA1E752848 | 04/13/2014 | 04/13/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (PER ACCIDENT) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | X | X | CUP8818Y486 | 04/13/2014 | 04/13/2015 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | UB4219T12A | 04/13/2014 | 04/13/2015 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Certificate holder and all others required by written contract are additional insured on a primary non-contributory basis on the general liability and auto policies only. Includes 30-day notice of cancellation and waiver of subrogation.
Re: PIN 5757.49 Lakeshore Shoreline Trail WWD#2543-21

CERTIFICATE HOLDER

ERIEC-2

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

Mary Beth Rumble

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The ACORD name and logo are registered marks of ACORD

STATE OF NEW YORK
WORKERS '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)<br>Wendel WD Architecture, Engineering, Surveying & Landscape Architecture PC<br>140 John James Audubon Pkwy<br>Amherst, NY 14228 | 1b. Business Telephone Number of Insured<br>(716) 688-0766<br>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br>1d. Federal Employer Identification Number of Insured or Social Security Number<br>453680766 |
| 2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br>County of Erie<br>95 Franklin Street<br>Buffalo, NY 14202 | 3a. Name of Insurance Carrier<br>Metropolitan Insurance Company<br>3b. Policy Number of entity listed in box "I a",<br>5190066<br>3c. Policy effective period:<br>1/1/2014 to 1/1/2015 |

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 4/17/2014 By _____

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 716-849-8618 Title Managing Partner

**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 purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.**

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

**State Of New York**
**Workers' Compensation Board**

According to information maintained by the NYS Workers' 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 Workers' 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.***

DB-120.1 (5-06)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|---|---|
| **1a. Legal Name & Address of Insured (Use street address only)**<br><br>**Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, PC**<br>**fka: Audubon AESLA**<br>**140 John James Audubon Parkway**<br>**Amherst, NY 14228**<br><br>**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 Insured**<br>**716-688-0766**<br><br>**1c. NYS Unemployment Insurance Employer Registration Number of Insured**<br><br>**1d. Federal Employer Identification Number of Insured or Social Security Number**<br><br>453680766 |
| **2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)**<br><br>**County of Erie**<br>**95 Franklin Street**<br>**Buffalo, NY 14202** | **3a. Name of Insurance Carrier**<br><br>**Travelers Indemnity Co America**<br><br>**3b. Policy Number of entity listed in box "1a"**<br><br>**UB4219T12A**<br><br>**3c. Policy effective period**<br><br>**04/13/14 to 04/13/15**<br><br>**3d. The Proprietor, Partners or Executive Officers are** ☒ **included. (Only check box if all partners/officers included)**<br>☐ **all excluded or certain partners/officers excluded.** |

This certifies that the insurance carrier indicated above in box "3" insures the business 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 insurance 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 indicated 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: Mary-Beth Rumble
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Mary Beth Rumble April 10, 2014
(Signature) (Date)

Title: Producer

Telephone Number of authorized representative or licensed agent of insurance carrier: 781-245-5400

WENDE-1 OP ID: SM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/07/2014

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
Poole Professional - NY
1160F Pittsford-Victor Rd.
Pittsford, NY 14534
Mary-Beth Rumble

CONTACT NAME: Mary-Beth Rumble
PHONE (A/C, No, Ext): 585-385-0428 FAX (A/C, No): 585-662-5755
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : XL Specialty Insurance Company | 37885 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, PC
140 John James Audubon Parkway
Amherst, NY 14228

COVERAGES CERTIFICATE NUMBER: 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 | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | CLAIMS-MADE OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (PER ACCIDENT) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | A/E E&O | | X | DPR9712410 | 12/31/2013 | 12/31/2014 | PER CLAIM | 5,000,000 |
| | PollutionLiability | | X | DPR9712410 | 12/31/2013 | 12/31/2014 | AGGREGATE | 5,000,000 |

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

For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expenses.
Includes 30-day notice of cancellation and waiver of subrogation.
Re: PIN 5757.49 Lakeshore Shoreline Trail WWD#2543-21

CERTIFICATE HOLDER

ERIEC-2

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

Mary Beth Rumble

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## 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: 8/11/14

**Signature**

**Stewart C. Haney PE, President/CEO**

**Title**

**Wendel WD Architecture, Engineering, Surveying and Landscape Architect, PC**

**Organization**

# STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

**CLERK'S OFFICE**

***BUFFALO, N.Y., FEBRUARY 20, 2014***

TO WHOM IT MAY CONCERN:

**I HEREBY CERTIFY**, *That at the 4th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the twentieth day of February, 2014 A.D., a Resolution was adopted, of which the following is a true copy:*

WHEREAS, bids were taken for the Lakeshore Shoreline Trail Multi Use Pathway Phase 2, ECDPW Project No. TFA-111-13, NYSDOT PIN 5757.49 (the "Project"), in the Town of Evans, on October 17, 2013, and the low bidder was Occhino Paving Corporation in the amount of $538,268.00; and

WHEREAS, a contract has been negotiated with Wendel for construction inspection and engineering services during construction.

NOW, THEREFORE, BE IT

RESOLVED, that the following authorized Project funds in business area 162, fund 410, SAP Accounts A.00213 – 2003 Lakeshore Shoreline Trail in the amount of $587,000.00 and A.00344 – 2008 Bicycle and Pedestrian Trail Construction in the amount of $84,828.00 be made available for the Project; and be it further

RESOLVED, that the County Executive be authorized and is hereby directed to execute a contract for ECDPW Project No. TFA-111-13, NYSDOT PIN 5757.49 between the County of Erie and the low bidder, Occhino Paving Corporation at a low bid amount of $538,268.00 from the above identified project funds; and be it further

RESOLVED, that the County Executive be authorized to execute a contract for services during construction and construction inspection with Wendel in an amount not to exceed $95,880.00 from the above identified funds; and be it further

RESOLVED, that the County Executive be authorized to establish a Project contingency and execute change orders in an amount not to exceed $37,680.00 from the above identified funds; and be it further

RESOLVED, that the Clerk of the Legislature be instructed to forward five (5) certified copies of this resolution to the Department of Public Works, Office of the Commissioner, and one copy each to the Office of the County Executive, the Office of Budget and Management, the Office of the Comptroller and the Department of Environment and Planning, Office of the Commissioner.

**REFERENCE:** **COMM. 3E-5 (2014)**

ATTEST

Scott Kroll

SCOTT W. KROLL

***Clerk of the Legislature of Erie County***