

February 25, 2021

ENERGY & ENVIRONMENT COMMITTEE  
REPORT NO. 4

ALL MEMBERS PRESENT.  
CHAIR BASKIN PRESENT AS EX-OFFICIO MEMBER.

1. RESOLVED, the following items are hereby received and filed:
  - a. COMM. 4E-8 (2021)  
**COUNTY EXECUTIVE:** "ECSD Nos. 1 & 4 - Engineering Term Contract Agreement"  
(Chair's Ruling)
  - b. COMM. 4E-9 (2021)  
**COUNTY EXECUTIVE:** "ECSD No. 3 - Engineering Term Contract Agreement"  
(Chair's Ruling)
2. COMM. 4E-3 (2021)  
**COUNTY EXECUTIVE**  
WHEREAS, the Wendt Mansion and some of the subsequent outbuildings at Wendt Beach Park continue to deteriorate, and the costs for rehabilitation are exorbitant; and

WHEREAS, the Erie County Department of Public Works currently has term agreement with Watts Architecture and Engineering for Hazardous Material Design and/or Sample Testing and Air Monitoring; as depicted on Attachment A; and

WHEREAS, the Erie County Parks, Recreation & Forestry Department is working with the Department of Environment and Planning and the Department of Public Works on an RFP for a vendor/business to make repairs and improvements to the Wendt Mansion, and subsequent outbuildings, in lieu of being able to operate.

NOW, THEREFORE, BE IT

RESOLVED, that the County Executive and/or Deputy County Executive is hereby authorized to enter into an amended agreement with Watts Architecture & Engineering in an amount not to exceed \$9,750.00 (Attachment B); and be it further

RESOLVED, that certified copies of this Resolution are forwarded to the Erie County Executive's Office, the Department of Parks, Recreation & Forestry, Erie County Department of Law, the Department of Public Works, the Office of the Comptroller.

[ATTACHMENT A]

Watts Architecture and Engineering  
95 Perry Street, Suite 300  
Buffalo, NY 14203

July 8, 2020

RE: Hazardous Material Design and/ or Sample Testing and Air Monitoring,  
various Locations – Term Agreement

Mr. Janik:

This letter is to formally extend the above referenced term agreement by one (1), one (1) – year per the terms of the Request For Proposal & Qualifications dated June 23, 2017. The original contract (Contract # 18-114-PW) was effective from July 1, 2017 through July 1, 2020.

Per the attached letter from your company agreeing to this contract extension, this contract will now run through June 30, 2021 at the proposed rates of service provided. At that time, the County reserves the right to exercise the last one (1) year extension as agreed upon by the County as well as Watts Architecture and Engineering.

This contract extension will use the remaining balance of the previously approved \$75,000 per certified resolution COMM 21E-36 (2017). In addition, DPW has submitted a resolution for Legislative approval to allocate an additional \$25,000 to the term agreement as the balance of the previously approved monies is \$3837.34 as of this date. Use of the additional \$25,000 is pending legislative approval.

Thank you for all the work you have done and we look forward to working together for another year on the above referenced term agreement.

Regards,

Kristofer Straus, PE  
Senior Construction Project Manager  
Department of Public Works – Buildings and Grounds

July 7, 2020

Kristofer Straus, P.E.  
 Erie County Department of Public Works  
 95 Franklin Street  
 Buffalo, NY 14202

RE: County-Wide Hazardous Materials Design and/or Sample Testing and Air Monitoring Various Project Locations  
 Document No. 18-114-PW  
 CE40000

Dear Mr. Straus,

Per your request, Watts Architecture & Engineering (Watts) is pleased to accept a one-year extension to the above-referenced contract for the term of July 1, 2020 to July 1, 2021. Attached are our proposed rates, as requested.

We appreciate the opportunity to continue working with the County on this Contract. Should you have any questions or need additional information, please contact me at (716) 866-2558.

Sincerely,

WATTS ARCHITECTURE & ENGINEERING

Kevin P. Janik, P.E.  
 Principal

Item	Description	Unit Price (Each)
1	PLM Bulk Sample Analysis ELAP 198.1 (3-hour turnaround)	\$25.00
2	PLM Bulk Sample Analysis ELAP 198.1 (6-hour turnaround)	\$17.50
3	PLM Bulk Sample Analysis ELAP 198.1 (24-hour turnaround)	\$9.00
4	PLM Bulk Sample Analysis ELAP 198.1 (48-hour turnaround)	\$8.00
5	PLM Bulk Sample Analysis ELAP 198.1 (72-hour turnaround)	\$7.50
6	PLM Bulk Sample Analysis ELAP 198.1 (5-day turnaround)	\$7.00
7	PLM Bulk Sample Analysis ELAP 198.6 (24-hour turnaround with gravimetric reduction)	\$21.00
8	PLM Bulk Sample Analysis ELAP 198.6 (24-hour turnaround with gravimetric reduction)	\$17.50
9	PLM Bulk Sample Analysis ELAP 198.6 (72-hour turnaround with gravimetric reduction)	\$13.00
10	PLM Bulk Sample Analysis ELAP 198.6 (5-day turnaround)	\$12.00
11	TEM Bulk Samples ELAP 198.4 without Gravimetric Reduction (3-hour turnaround)	
12	TEM Bulk Samples ELAP 198.4 without Gravimetric Reduction (24-hour turnaround)	\$48.00
13	TEM Bulk Samples ELAP 198.4 without Gravimetric Reduction (48-hour turnaround)	\$34.00

14	TEM Bulk Samples ELAP 198.4 without Gravimetric Reduction (72-hour turnaround)	\$28.00
15	TEM Bulk Samples ELAP 198.4 without Gravimetric Reduction (5-day turnaround)	\$22.00
16	Gravimetric Reduction Only (24-hour turnaround)	\$11.00
17	Gravimetric Reduction Only (48-hour turnaround)	\$10.00
18	Gravimetric Reduction Only (>48-hour turnaround)	\$6.00
19	SM-V, Vermiculite in Surfacing Materials ELAP 198.8 (2-day turnaround)	\$480.00
20	SM-V, Vermiculite in Surfacing Materials ELAP 198.8 (3-day turnaround)	\$320.00
21	SM-V, Vermiculite in Surfacing Materials ELAP 198.8 (4-day turnaround)	\$280.00
22	SM-V, Vermiculite in Surfacing Materials ELAP 198.8 (1-week- turnaround)	\$250.00
23	SM-V, Vermiculite in Surfacing Materials ELAP 198.8 (2-week turnaround)	\$225.00

ASBESTOS AIR ANALYTICAL

Item	Description	Unit Price (Each)
24	PCM Air Sample (immediate turnaround)	\$20.00
25	PCM Air Sample (3-hour turnaround)	\$7.50
26	PCM Air Sample (> 3-hour turnaround)	\$7.50
27	PCM Personal Air Samples with OSHA Time Weighted Average (3-hour turnaround)	\$11.50
28	PCM Personal Air Samples with OSHA Time Weighted Average (≥24-hour turnaround)	\$8.00
29	TEM AHERA Air Sample (3-hour turnaround)	\$340.00
30	TEM AHERA Air Sample (6-hour turnaround)	
31	TEM Samples, 6 hour turn-around time	\$74.00
32	TEM AHERA Air Sample (24-hour turnaround)	\$70.00
33	TEM AHERA Air Sample (48-hour turnaround)	\$58.00
34	TEM Air Sample NIOSH Method 7402 (6-hour turnaround)	\$170.00
35	TEM Air Sample NIOSH Method 7402 (24-hour turnaround)	\$135.00
36	TEM Air Sample NIOSH Method 7402 (48-hour turnaround)	\$110.00
37	TEM Air Sample Prep (Samples Prepped but not analyzed.)	\$25.00

LABOR RATES (Per Hour Rate Which Includes But is Not Limited to Labor, Material, Profit and Overhead to Perform Required Countywide Hazardous Materials, Building Surveys, Reporting and Design)

Item	Title	Hourly Rate
38	Environmental Engineer VI (P.E.: QA/QC, seal bid documents) – Reg Bldg Mat Dept Mgr	\$161.00 - \$174.00
39	Environmental Department Manager (Assistance with environmental consulting services, e.g.: soil contamination; spill response; etc.)	\$169.00 - \$183.00
40	Project Monitor/Air Sampling Technician	\$55.00 - \$60.00
41	Environmental Consultant (Asbestos building surveys, asbestos abatement design documents, indoor air quality investigations, mold/microbial studies and remediation design, environmental consulting services, e.g.: soil contamination; spill response, etc.)	\$72.00 - \$104.00
42	CADD Technician II	\$72.50 - \$80.00

[ATTACHMENT B]

December 28, 2020

Mr. Troy Schinzel  
Erie County Department of Parks, Recreation & Forestry  
95 Franklin Street, Room 1260  
Buffalo, New York 14202

RE: Wendt Beach Park, Derby, NY  
Pre-Renovation Asbestos and Lead-Based Paint Surveys Watts  
Proposal No. 20-687, Revision 1

Dear Mr. Schinzel:

Watts Architecture & Engineering (Watts) is pleased to submit this revised proposal to provide the above referenced services. Our proposal is presented in the following sections: Background, Scope of Services, Compensation, Assumptions and Schedule.

#### BACKGROUND

The Erie County Department of Parks, Recreation & Forestry (Erie County) is planning to seek a developer to reuse the former Wendt Beach Mansion and supporting structures located in the town of Derby, New York. Prior to the renovation of the structures, surveys for asbestos-containing materials (ACM) and lead-based paint (LBP) will need to be performed. Erie County is seeking a proposal from Watts to provide these survey services. The site includes the mansion, chauffeur/caretakers house/garage, comfort station, former stables and maintenance barn.

#### SCOPE OF SERVICES

Watts will do the following:

- I. Pre-Renovation Asbestos and Lead-Based Paint Surveys
  - A. Asbestos Survey
    1. Make visits to the buildings to identify suspect ACM, collect representative bulk samples from each homogeneous area (HA) of suspect ACM and delineate ACM identified within each of the structures.

- a. An HA is defined as an area of material that is uniform in color and texture. Other factors used in determining HAs are dates of installation and function of the material.
  - b. For suspect ACM, the Occupational Safety and Health Administration (OSHA) requires that a minimum of three (3) samples be taken from each homogeneous area of thermal system insulation (pipes, boilers, tanks, etc.) and three-to-seven samples of each homogeneous area of surfacing material (sprayed-on or troweled-on plasters and fireproofing) depending on total square footage. All other materials, which are referred to as miscellaneous, must be identified by two (2) or more samples.
2. Deliver all samples to a NYSDOH approved analytical laboratory. The lab will also be a participant in the National Voluntary Laboratory Approval Program (NVLAP), administered by the National Institute of Standards and Technology (NIST).
- a. All samples will be analyzed by Polarized Light Microscopy (PLM) under NYSDOH Method 198.1, Stratified Point Count with the exception of samples classified as non-friable organically bound (NOB) and ceiling tiles. NOBs include, but are not limited to, asphalt roofing, roofing cement, bituminous coatings, caulk, glazing compound, vinyl flooring products and mastics. NOBs and ceiling tiles will be analyzed using NYSDOH Method 198.6 which includes gravimetric reduction (GR) and then PLM for residues greater than 1% after GR. NOBs and ceiling tiles with results of less than 1% asbestos after PLM will be further analyzed under NYSDOH Method 198.4 for Transmission Electron Microscopy (TEM).
  - b. For estimating purposes, it is assumed that a total of 80 samples will need to be collected and analyzed under Method 198.1. It is assumed that 116 NOB samples each will need to be collected and analyzed under Method 198.6 and Method 198.4 for TEM. If one analysis is positive for any HA, that area must be considered to be ACM.
  - c. The NYSDOH has a protocol regarding surfacing materials (sprayed-on fireproofing, plaster, etc.) that contain vermiculite (SM-V). In the protocol, analysis for the presence of vermiculite must be performed in each sample. If vermiculite is detected, analysis under an additional analytical method (ELAP 198.8) must be performed in order to declare the SM-V a non-asbestos-containing material. The 198.8 method costs considerably more than other asbestos bulk sample analytical protocols. No samples of SM-V are anticipated and the costs associated with SM-V analysis are not included within the estimated costs for this proposal. If it is determined that SM-V is present, additional analysis by 198.8 will be required in accordance with the unit prices provided below.

- d. All samples will be analyzed with a 5-day turn-around time upon laboratory receipt.

**B. Lead-Based Paint X-Ray Fluorescence Spectrum Analyzer (XRF) Survey**

1. Provide an EPA certified Lead Risk Assessor/Inspector with experience in conducting lead inspections and operating an X-Ray Fluorescence Spectrum Analyzer (XRF). The assessor will develop a sampling inventory of suspect homogeneous areas in areas of the building where work will take place.
2. The materials will be categorized into sampling areas and testing combinations.
  - a. A testing combination is characterized by location, component type, substrate and visible color.
  - b. Examples of suspect surfaces include: painted walls, ceilings, doors, windows, casements, partitions, structural steel, etc.
3. Visit the site to perform representative XRF testing of suspect surfaces that may be disturbed within the project limits using an XRF Spectrum Analyzer. Results will be reported in milligrams per square centimeter (mg/cm<sup>2</sup>). Watts' proposal does not include any confirmatory paint chip AAS analysis by a third-party laboratory.

**C. Report**

1. Issue a report detailing the findings of the inspection, sampling, and analysis. The report will include:
  - a. Executive summary.
  - b. Drawings showing the approximate locations of bulk samples based upon AutoCAD drawings supplied by Erie County. If AutoCAD drawings are not available, Watts will prepare simple hand sketches.
  - c. The full laboratory report including bulk sample chain-of-custody records.
  - d. Laboratory and Watts' accreditations, licenses and certifications.

COMPENSATION

Compensation required for the Scope of Services indicated above will be in accordance with the prices quoted below and Appendix A. Any services required beyond the above described Scope of Services will be performed on a labor-and-expense basis in accordance with the unit rates provided below. Your express

written consent will be required prior to the commencement of any additional services. Our invoices will be submitted at the completion of all work, with 30 days terms of net.

Pre-Renovation Asbestos and Lead-Based Paint Surveys (not to exceed)	\$9,750.00
Labor rates will be billed at actual rates times a multiplier of 2.9. <u>Laboratory analysis and reimbursable expenses:</u>	
PLM Bulk Sample Analysis 198.1 (24-hour turnaround)	\$10.00/Ea
PLM Bulk Sample Analysis 198.1 (72-hour turnaround)	\$8.00/Ea
PLM Bulk Sample Analysis 198.1 (5-day turnaround)	\$8.00/Ea
PLM Bulk Sample Analysis 198.6 (24-hour turnaround with gravimetric reduction)	\$20.00/Ea
PLM Bulk Sample Analysis 198.6 (72-hour turnaround with gravimetric reduction)	\$17.50/Ea
PLM Bulk Sample Analysis 198.6 (5-day turnaround with gravimetric reduction)	\$12.00/Ea
TEM Bulk Samples 198.4 without Gravimetric Reduction (24-hour turnaround)	\$40.00/Ea
TEM Bulk Samples 198.4 without Gravimetric Reduction (72-hour turnaround)	\$30.00/Ea
TEM Bulk Samples 198.4 without Gravimetric Reduction (5-day turnaround)	\$25.00/Ea
PLM SOF-V Bulk Sample Analysis 198.8 (2-week turnaround)	\$300.00/Ea
PCB Caulk Sample Analysis (5-day turnaround)	\$45.00/Ea
Gravimetric Reduction	\$8.00/Ea
Hotel, Meals, Mileage, Etc	at current Federal Rate
Tolls, Copies, Photos, Etc	at cost

ASSUMPTIONS

- A. Erie County personnel will provide access to the interior and exterior of the buildings as required to perform investigation and sampling activities.
- B. Destructive methods may be used such as: coring of walls, ceilings and floors and cutting away of flooring. Watts will not be responsible for any permanent repairs to the building.
- C. The roof and other exterior components will require sampling. Watts will make temporary repairs but cannot warranty the repair.
- D. No testing for PCB caulks/sealants or any other testing will be performed, unless included in scope of services above.

SCHEDULE

We are prepared to begin services within two (2) weeks after receipt of your written authorization. The survey report will be submitted within two (2) weeks after receipt of all laboratory reports.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. Should you have any questions or need additional information, contact me at (716) 866-2558.

Sincerely,

WATTS ARCHITECTURE & ENGINEERING

Kevin P. Janik, P.E.  
Principal

#### PROPOSAL ACCEPTANCE

The above Scope of Services, Compensation, Assumptions, Schedule and attached Appendix A are acceptable for Proposal No. 20-687, Revision 1, Pre-Renovation Asbestos and Lead-Based Paint Surveys for Wendt Beach Park in Derby, New York for the Erie County Department of Parks, Recreation & Forestry (CLIENT).

Agreed to and accepted this            day of           , 2020.

Signed:

Name:  
(please print)

Title:

Your Company Reference Number  
to Appear on our Invoice(s):

#### GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

Watts Architecture & Engineering (WATTS) will perform professional services in a timely manner but it is agreed between the parties to this Agreement that WATTS cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.

WATTS will perform its services using that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. No other warranty, express or implied, is made or intended related to the services provided. Watts shall only be liable for its own negligent acts or omissions and assumes no liability for the acts or omissions of any other party.

Drawings, specifications and other documents, prepared by WATTS and their consultants are Instruments of Service for use solely with respect to this Project. This includes documents in electronic form. WATTS and their consultants shall be deemed the authors and owners of their respective Instruments of Service

and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by any other party for future additions or alterations to this Project or for other projects, without the prior written agreement of WATTS. Any unauthorized use of the Instruments of Service shall be at the other party's sole risk and without liability to WATTS and their consultants.

During the performance of services within this Agreement, the scope of WATTS' services and compensation thereon may be adjusted by written consent of the client.

If a dispute arises out of or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions, the parties agree that prior to the filing of any legal action, they will first endeavor to settle the dispute in an amicable matter by non-binding mediation, using a certified mediator or certified mediation service. Failure of the parties to resolve the dispute through mediation shall in no way remove the right of either party to pursue any legal action or recourse. Unless otherwise specified within the Agreement, this Agreement shall be governed by the laws of the State of New York.

Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, pandemics, epidemics or other events beyond the control of the other or the other's employees and agents.

Progress payments shall be made in proportion to services performed and shall be due and payable within 30 days of submittal, without retainage unless other terms are specified in proposal. Overdue invoices shall bear an interest rate of 1-1/2% per month calculated from the 31st day after submittal.

The total liability, in the aggregate, of WATTS to CLIENT and anyone claiming by, through, or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of WATTS, shall not exceed the total insurance proceeds paid on behalf of or to CLIENT by WATTS insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of WATTS insurance policies applicable thereto (excluding fees, costs, and expenses of investigation, claims adjustment, defense, and appeal).

To the fullest extent permitted by law, WATTS shall indemnify and hold harmless CLIENT's officers, directors, partners, and employees from and against any and all damages caused solely by the negligent acts or omissions of WATTS in the performance and furnishing of services under this Agreement.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless WATTS from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT with respect to this Agreement or the Project.

To the fullest extent permitted by law, WATTS' total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss or damages caused in part by the negligence of WATTS and in part by the

negligence of CLIENT or any other negligent entity or individual shall not exceed the percentage share that WATTS' negligence bears to the total negligence of CLIENT, WATTS, and all other negligent entities and individuals.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless WATTS from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.  
(6-0)

3. **COMM. 4E-5 (2021)**  
**COUNTY EXECUTIVE**

WHEREAS, pursuant to Legislative Comm. 13E-15 (2020), Contract 55 (General) was awarded to Pinto Construction Services, Inc. to construct the Bowmansville Pump Station Flow Meter Replacement Project, in Erie County Sewer District No. 4; and

WHEREAS, the Erie County Division of Sewerage Management has advised that all scheduled improvements are now completed; and

WHEREAS, the Erie County Department of Environment and Planning recommends closeout of Contract No. 55 (General) and requests approval to issue final payment.

NOW, THEREFORE, BE IT

RESOLVED, that Contract No. 55 (General) between the County of Erie and Pinto Construction Services, Inc. (132 Dingens Street, Buffalo, New York 14206) is accepted in the final contract amount of \$42,169.74 which includes Change Order No. 1 (final), a decrease of (\$5,830.26) and is allocated in Erie County Sewer District No. 4 Capital Account C.17401; and be it further

RESOLVED, that the Erie County Comptroller be directed to make final payment for Contract 55 (General), to Pinto Construction Services, Inc. for a total contract amount of \$42,169.74; and be it further

RESOLVED, that the Clerk of the Legislature be directed to send one (1) certified copy of this resolution to the County Executive, the Erie County Comptroller, the Director of Budget and Management, Kristen Walder, Assistant County Attorney, and Joseph Fiegl, P.E., Deputy Commissioner, Department of Environment and Planning.  
(6-0)

4. **COMM. 4E-6 (2021)**  
**COUNTY EXECUTIVE**

WHEREAS, pursuant to Legislative Comm. 14E-11 (2019), Contract 18-D (Electrical) was awarded to CIR Electrical Construction Corporation to construct the East Aurora Water Resource Recovery Facility (WRRF) Influent Building and Screen Replacement Project, in Erie County Sewer District No. 8; and

WHEREAS, the Erie County Division of Sewerage Management has advised that all scheduled improvements are now completed; and

WHEREAS, the Erie County Department of Environment and Planning recommends closeout of Contract No. 18-D (Electrical) and requests approval to issue final payment.

NOW, THEREFORE, BE IT

RESOLVED, that Contract No. 18-D (Electrical) between the County of Erie and CIR Electrical Construction Corporation (2417 Long Road, Grand Island, NY 14072 formerly 400 Ingham Avenue, Buffalo, NY 14218) is accepted in the final contract amount of \$125,000.00 which includes Change Order No. 2 (final), a decrease of (\$10,000.00) and is allocated in Erie County Sewer District No. 8 Capital Account C.00071; and be it further

RESOLVED, that the Erie County Comptroller be directed to make final payment for Contract 18-D (Electrical), to CIR Electrical Construction Corporation for a total contract amount of \$125,000.00; and be it further

RESOLVED, that the Clerk of the Legislature be directed to send one (1) certified copy of this resolution to the County Executive, the Erie County Comptroller, the Director of Budget and Management, Kristen Walder, Assistant County Attorney, and Joseph Fiegl, P.E., Deputy Commissioner, Department of Environment and Planning.  
(6-0)

5. **COMM. 4E-7 (2021)**  
**COUNTY EXECUTIVE**

WHEREAS, pursuant to Legislative Comm. 14E-11 (2019), Contract No. 18-A (General/Mechanical) was awarded to STC Construction, Inc. to construct the East Aurora Water Resource Recovery Facility (WRRF) Influent Building and Screen Replacement Project, in Erie County Sewer District No. 8; and

WHEREAS, the Erie County Division of Sewerage Management has advised that all scheduled improvements are now completed; and

WHEREAS, the Erie County Department of Environment and Planning recommends closeout of Contract No. 18-A (General/Mechanical) and requests approval to issue final payment.

NOW, THEREFORE, BE IT

RESOLVED, that Contract No. 18-A (General/Mechanical) between the County of Erie and STC Construction, Inc. (63 Zoar Valley Road, P.O. Box 459, Springville, NY 14141-0459) is accepted in the final contract amount of \$556,505.00 which includes Change Order No. 2 (final), a decrease of (\$619.00) and is allocated in Erie County Sewer District No. 8 Capital Account C.00071; and be it further

RESOLVED, that the Erie County Comptroller be directed to make final payment for Contract No. 18-A (General/Mechanical), to STC Construction, Inc. for a total contract amount of \$556,505.00; and be it further

RESOLVED, that the Clerk of the Legislature be directed to send one (1) certified copy of this resolution to the County Executive, the Erie County Comptroller, the Director of Budget and Management, Kristen Walder, Assistant County Attorney, and Joseph Fiegl, P.E., Deputy Commissioner, Department of Environment and Planning.  
(6-0)

**TIMOTHY J. MEYERS**  
**CHAIR**