

MEMORANDUM

TO: Town Board, Town of Windsor

FROM: Mark Spinner, Town Attorney

DATE: October 2, 2026

RE: Fisher Associates – Supplemental Agreement No., McNair Road over Tuscarora Creek Bridge

I reviewed Fisher Associates' proposed Supplemental Agreement No. 1 against the original consultant agreement for the McNair Road Bridge project.

Background

The proposed supplemental agreement adds construction support and construction inspection services to Fisher's existing scope. This additional phase was contemplated when the original agreement was executed. The original scope specifically identified Section 8 – Construction Support and Section 9 – Construction Inspection as services that could be added later by supplemental agreement. Accordingly, this is not an entirely new or unanticipated category of work.

The original Fisher agreement had a maximum compensation of \$350,000. Supplemental Agreement No. 1 adds \$298,000, consisting of:

- Construction Support: \$36,000
- Construction Inspection: \$262,000

This would bring Fisher's total potential compensation for the project to \$648,000.

Because the overall project is 95% State funded, assuming all of these supplemental services remain eligible for the same reimbursement, the Town's additional 5% share of the \$298,000 would be approximately \$14,900.

Scope of Supplemental Work

The \$36,000 construction-support component includes responding to changed field conditions, reviewing proposed design changes and shop drawings, interpreting the plans and preparing record drawings. The agreement also appropriately states that Fisher may not separately charge the Town for correcting its own design errors or omissions.

The larger \$262,000 construction-inspection component covers the Resident Engineer/inspection function, including on-site construction inspection, contract administration, project recordkeeping, contractor payment documentation and field testing.

The inspection estimate assumes approximately six months of full-time inspection during 2027, plus mobilization, closeout and anticipated overtime. The agreement expressly states that if the contractor's work extends beyond six months, an additional supplemental agreement may be required. This is something the Town should monitor as construction progresses.

**Supplemental Agreement #1
for
McNair Road over Tuscarora Creek Bridge
Superstructure Replacement Project**

PIN 9755.82

Between

Town of Windsor



and



September 28, 2026

**Architectural/Engineering
Consultant Contract**

PIN 9755.82 Sponsor Contract No. _____

Agreement made this _____ day of _____, _____ by and between

Town of Windsor

(municipal corporation)

having its principal office at 124 Main Street Windsor, NY 13865, (to be known throughout this document as the "**Sponsor**")

and

Fisher Associates, P.E., L.S., L.A., D.P.C.,

with its office at 180 Charlotte Street, Rochester, NY 14607 (to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation (NYSDOT) identified for the purposes of this contract as the **McNair Road over Tuscarora Creek Bridge Superstructure Replacement Project** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration (FHWA), the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the **Town Supervisor** is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

Agreement Form – This document titled "Architectural/Engineering Consultant Contract";

Attachment "A" – Project Description and Funding;

Attachment "B" – Scope of Services;

Attachment "C" – as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be

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performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

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3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	- Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT. - The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor. - If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.	- Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. - Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. - Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.	- The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. - Bills are subject to approval of the Sponsor and Sponsor's Representative.
ITEM II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

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3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM IV	- Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT, and FHWA. - For the purpose of this Contract, an accounting period shall be the CONSULTANT'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges lade, under Item IA of this subdivision to determine the charge to be made under this Item.	The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 189%, in all events not to exceed 189%, subject to audit.	
ITEM V	- Negotiated Lump Sum Fixed Fee. - Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A negotiated Lump Sum Fee which in this CONTRACT shall equal \$24,600 for Construction Support and Construction Inspection Services.	
ITEM VI	The Maximum Amount Payable under this Contract including Fixed Fees unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be \$298,000.	

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ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e., labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

A Records of Direct Non-Salary Costs;

B Copies of any subcontracts relating to said contract;

C Location where records may be examined; and

D Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be

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submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

- 7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required, from the Federal Highway Administration.
- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

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The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this Contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

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ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or its duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Municipality.

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ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT

While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment for all public works contract. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

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of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT shall not discriminate against any employee, applicant for employment because of any race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work

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for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.58

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- A. an existing contract for the PROJECT's ROW incidental work or construction engineering;
or
- B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work described in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation which is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such

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contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Sponsor and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30, DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

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ARTICLE 31. MISCELLANEOUS

31.1 Executory Contract. This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor by: _____ Date: _____	Consultant by: _____ Date: _____
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SPONSOR:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2026 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

CONSULTANT:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2026 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Consultant.

Notary Public, _____ County, N.Y.

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

(To be included in all contracts)

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

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

ATTACHMENT A

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: 9755.82
BIN: 2226070

Term of Agreement Ends: April 2028

☐ Main Agreement ☐ Amendment to Contract [#] ☒ Supplement to Contract #1

Phase of Project Consultant to work on:

☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: Notice to Proceed Anticipated October 2026

Finish Date: April 2028

PROJECT DESCRIPTION:

Replace the deteriorated superstructure elements of the existing 3-span bridge while maintaining continuous access to the isolated properties that depend entirely on this road.

Project Location:

Town of Windsor, Broome County, NY

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

Original Contract: \$350,000

Supplemental #1: \$298,000

ATTACHMENT B

McNair Road over Tuscarora Creek Bridge Superstructure Replacement Project

**Town of Windsor
Broome County**

**PIN: 9755.82
BIN 2226070**

**Supplemental #1
Scope of Services**

September 28, 2026

Section 1 - General

1.01 Project Description and Location

Project Name: McNair Road over Tuscarora Creek Bridge Superstructure Replacement

PIN: 9755.82

Project Description/Limits: Replace the deteriorated, structurally deficient three-span superstructure carrying McNair Road over Tuscarora Creek using phased construction to maintain access to the properties on the west side of the bridge. Project limits are 100' on both approaches. No sub structure or stream work is included.

Sponsor: Town of Windsor

City, Town, County(ies): Town of Windsor, Broome County

The anticipated construction completed date: December 3, 2027

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Michael Kithcart, who can be reached at (607) 655-1615 or michael.kithcart@townofwindsorny.gov.

All correspondence to the **Sponsor** should be addressed to:

Michael Kithcart
Highway Superintendent
Town of Windsor
124 Main St, Windsor, NY 13865

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II Action.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1 General
~~Section 2 Data Collection & Analysis~~
~~Section 3 Preliminary Design~~
~~Section 4 Environmental~~
~~Section 5 Right of Way~~

~~Section 6 Detailed Design~~
~~Section 7 Advertising, Bid Opening and Award~~
Section 8 Construction Support
Section 9 Construction Inspection
Section 10 Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 8, 9 and 10.

1.05 Project Familiarization

In base agreement.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's** Project Manager. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the *NYS DOT Local Projects Manual (LPM)* including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *LPM* those listed in the LPM take precedence.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYS DOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

Not in contract.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYS DOT LPM Manual*

Section 2 – Data Collection & Analysis

Not in Contract

Section 3 - Preliminary Design

Not in Contract

Section 4 – Environmental

Not in contract.

Section 5 - Right-of-Way

Not in contract

Section 6 - Detailed Design

Not in Contract

Section 7 - Advertisement, Bid Opening and Award

Not in Contract

Section 8 - Construction Support

8.01 Construction Support

The Consultant will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the Sponsor under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the Consultant will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The Consultant will analyze and make recommendations on the implementation of changes proposed by the Sponsor or the construction contractor. This includes the Traffic Control Plan.
- The Consultant will interpret and clarify design concepts, plans and specifications.
- The Consultant will review and approve shop drawings for construction.
- The Consultant will prepare record drawings off of the Resident Engineer's red lines.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The Sponsor may want to interview before approval, and reserves the right to disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the Sponsor.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must

have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **Consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Technicians employed by the **Consultant** who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate Inspector Certification. An alternative to the certification/training listed above would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by the Department's Geotechnical Engineering Bureau.

9.07 Scope of Services/Performance Requirements

A Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor** and must be **consistent with the requirements of the [NYSDOT Manual of Uniform Recordkeeping \(MURK\)](#)**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) Unless otherwise modified by this agreement, the **Consultant** will check, and when acceptable, approve all structural shop drawings.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

C. Health & Safety/Work Zone Traffic Control

- 1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
- 2) The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

D. Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained [Equitable Business Opportunities \(EBO\) database](#)

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

Section 1 Estimate 15 cost and progress reporting periods will occur during the life of this agreement.

Section 8 Construction Support will include but not be limited to:

- Providing technical support during construction on questions relating to the design.
- Review of shop drawings and submittals – estimate up to 15 total
- Preparation of as-built plans.

Estimate 2 requests that requires effort will be made during the construction phase of the project.

Estimate 11 biweekly progress meetings attended virtually.

Estimate 2 in-person/onsite meetings for the preconstruction meeting and the final walkthrough.

Estimate up to 2 additional site visits from design engineer.

Section 9 Construction Inspection will include but not be limited to:

- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
- Preparation of red line plans

Estimate 1 week for mobilization and project start-up.

Estimate 6 months of full time inspection for Resident Engineer in 2027

Estimate 2 weeks for project close out.

Estimate 10% overtime for RE.

If the contractor works for more than 6 months, a supplemental agreement would be needed.

ATTACHMENT C

Consultant Agreement – Supplemental #1

for

McNair Road over Tuscarora Creek Bridge Replacement Project

PIN 9755.82

<u>Summary of Costs</u>	<u>Total</u>
Design Support during Construction	\$36,000
Construction Inspection	\$262,000
Supplemental Agreement #1 Total Cost	\$298,000

Exhibit A, Page 1
Salary Schedule

FISHER ASSOCIATES, PE, LS, LA, DPC

D and PIN 9755.82
Name McNair Road over Tuscarora Creek
Location Town of Windsor
Date Sept 2026

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT 09/2026	PROJECTED 07/2027	2026	2027	2028	
Project Manager	VIII (A)	124.76	115.00	115.00	115.00	115.00	A
Project Manager	VII (A)	85.80	88.37	98.56	101.52	104.57	A
Landscape Architect	VII (A)	80.18	82.59	93.22	96.02	98.90	A
Senior Architect	VII (A)	88.94	90.00	88.94	91.61	94.36	A
Senior Engineer	VI (A)	80.62	83.04	91.49	90.00	92.70	A
Landscape Architect	VI (A)	70.52	72.64	73.01	75.20	77.46	A
Senior Planner	VI (A)	71.04	73.17	72.74	74.92	77.17	A
Project Engineer	V (A)	67.24	69.26	69.33	71.41	73.55	A
Landscape Architect	V (A)	50.65	52.17	52.19	53.76	55.37	B
Design Engineer	IV (A)	59.23	61.01	62.63	64.51	66.45	B
Environmental Scientist	IV (A)	82.50	84.98	88.46	90.00	90.00	B
Landscape Architect	IV (A)	42.72	44.00	43.26	44.56	45.90	B
Architect	IV (A)	56.45	58.14	56.45	58.14	59.88	B
Planner II	IV (A)	52.51	54.09	52.51	54.09	55.71	B
Engineer	III (A)	49.24	50.72	53.56	55.17	56.83	B
Landscape Designer	III (A)	44.72	46.06	47.84	49.28	50.76	B
Senior Designer	III (A)	45.58	46.95	49.44	50.92	52.45	B
Architectural Designer	III (A)	46.64	48.04	47.15	48.56	50.02	B
Engineer	II/I (A)	46.31	47.70	46.31	47.70	49.13	B
Landscape Architect	II/I (A)	34.86	35.91	35.23	36.29	37.38	B
Junior Engineer	II/I (A)	39.19	40.37	42.99	44.28	45.61	B
Landscape Designer	II/I (A)	33.22	34.22	34.17	35.20	36.26	B
Senior Technician IV	IV (N)	60.22	62.03	60.22	62.03	63.89	C
Technician III	III (N)	49.20	50.68	57.00	58.71	60.47	C
Senior Cad Operator	III (N)	50.18	51.69	52.00	53.56	55.17	C
Planner I	II (N)	36.52	37.62	37.32	38.44	39.59	C
Technician II	II (N)	38.56	39.72	42.91	44.20	45.53	C
Jr Technician I	I (N)	29.84	30.74	34.58	35.62	36.69	C
Survey Manager	VII (A)	85.51	88.08	87.02	89.63	90.00	A
Project Surveyor	VI (A)	69.42	71.50	82.50	84.98	87.53	A
Project Surveyor	V (A)	50.24	51.75	53.30	54.90	56.55	B
Party Chief	III (N)	39.48	40.66	45.54	46.91	48.32	C
Instrument Person	I (N)	28.20	29.05	31.00	31.93	32.89	C
Party Chief (Field)*	III (N)	39.48	40.66	45.54	46.91	48.32	C
Instrument Person (Field)*	I (N)	28.20	29.05	31.00	31.93	32.89	C

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT
Maximum Allowable, as described in Exhibit E, whichever is greater.

OVERTIME POLICY

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

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

*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
Party Chief	III (N)	\$52.91	\$54.50	\$40.66	\$13.84	\$1.87	\$15.71
Instrument Person	I (N)	48.67	50.13	29.05	21.08	2.85	23.93

*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
Party Chief	III (N)	\$30.10	\$6.60	\$23.50	\$0.00	\$3.17	\$26.67
Instrument Person	I (N)	30.10	3.56	26.54	0.00	3.58	30.12

FISHER ASSOCIATES, PE, LS, LA, DPC

D and PII 9755.82

Name McNair Road over Tuscarora Creek

Location Town of Windsor

Date Sept 2026

JOB TITLE	ASCE (A) OR NICET (N)	T A S K S									Total Hours	PROJECTE HOURLY RATE	DIRECT TECHNICAL LABOR
	GRADE	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9			
Project Manager	VIII (A)										0	115.00	0.00
Project Manager	VII (A)								4		4	88.37	353.48
Landscape Architect	VII (A)										0	82.59	0.00
Senior Architect	VII (A)										0	90.00	0.00
Senior Engineer	VI (A)										0	83.04	0.00
Landscape Architect	VI (A)										0	72.64	0.00
Senior Planner	VI (A)										0	73.17	0.00
Project Engineer	V (A)								48		48	69.26	3,324.48
Landscape Architect	V (A)										0	52.17	0.00
Design Engineer	IV (A)								12		12	61.01	732.12
Environmental Scientist	IV (A)										0	84.98	0.00
Landscape Architect	IV (A)										0	44.00	0.00
Architect	IV (A)										0	58.14	0.00
Planner II	IV (A)										0	54.09	0.00
Engineer	III (A)								40		40	50.72	2,028.80
Landscape Designer	III (A)										0	46.06	0.00
Senior Designer	III (A)								40		40	46.95	1,878.00
Architectural Designer	III (A)										0	48.04	0.00
Engineer	II/I (A)										0	47.70	0.00
Landscape Architect	II/I (A)										0	35.91	0.00
Junior Engineer	II/I (A)								60		60	40.37	2,422.20
Landscape Designer	II/I (A)										0	34.22	0.00
Senior Technician IV	IV (N)										0	62.03	0.00
Technician III	III (N)										0	50.68	0.00
Senior Cad Operator	III (N)										0	51.69	0.00
Planner I	II (N)										0	37.62	0.00
Technician II	II (N)										0	39.72	0.00
Jr Technician I	I (N)										0	30.74	0.00
Survey Manager	VII (A)										0	88.08	0.00
Project Surveyor	VI (A)										0	71.50	0.00
Project Surveyor	V (A)										0	51.75	0.00
Party Chief	III (N)										0	40.66	0.00
Instrument Person	I (N)										0	29.05	0.00
Party Chief	III (N)										0	40.66	0.00
Instrument Person	I (N)										0	29.05	0.00
TOTAL		0	0	0	0	0	0	0	204	0	204		\$10,739.08

=====

FISHER ASSOCIATES, PE, LS, LA, DPC

D and PIN 9755.82
Name McNair Road over Tuscarora Creek
Location Town of Windsor
Date Sept 2026

EXPENDABLE COSTS

1. Travel, Lodging & Subsistence

Personal Vehicle

<u>Trips to</u>	<u>trips</u>	<u>miles per</u>		
Site (from Rochester)	2	354	miles/trip	708
Site (From Syracuse)	2	180	miles/trip	360
Region (from Rochester)			miles/trip	0
On-Site			miles/trip	0

Company Vehicle

Site (from Syracuse)			miles/trip	0
Region (from Rochester)			miles/trip	0

Total Mileage - 1068 @ \$0.760 \$811.68

Per Diem	people for	days @	\$68.00 /day	\$0.00
Lodging	people for	nights @	\$110.00 /night	\$0.00
Tolls	2 trips @	\$6.38 /trip		\$12.76
Rental Car	days @	\$50.00 /day		\$0.00

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$824.44

2. Reproduction, Drawings & Reports

	<u>sheets/set</u>	<u>sets</u>	<u>cost/sheet</u>	
Vellums (22"x34")			\$10.13	\$0.00
Blueprint (22"x34")	2	44	\$1.30	\$114.40
Mylar (22"x34")			\$10.39	\$0.00
B & W Copies (8½"x11")	1	304	\$0.09	\$27.36
B & W Copies (11"x17")	2	44	\$0.18	\$15.84
Color Print (8½"x11")			\$0.99	\$0.00

TOTAL REPRODUCTION, DRAWINGS & REPORTS \$157.60

3. Owner's Protective Insurance (Estimated)

\$0.00

4. Mailings & Deliveries

months @	mailings/month	\$2.80 per mailing	\$0.00
months @	deliveries/month	\$15.00 per delivery	\$0.00

TOTAL MAILINGS & DELIVERIES \$0.00

5. Survey Personnel Costs

		Hours	@	Rate	
Wage Differential					
Party Chief	III (N)	0		\$15.71	\$0.00
Instrument Person	I (N)	0		23.93	0.00

SUBTOTAL Wage Differential \$0.00

		Hours	@	Rate	
Supplemental Benefits					
Party Chief	III (N)	0		\$26.67	\$0.00
Instrument Person	I (N)	0		30.12	0.00

SUBTOTAL Supplemental Benefits \$0.00

TOTAL SURVEY PERSONNEL COSTS 0.00

TOTAL DIRECT NON - SALARY COST \$982.04

SUB-CONTRACTOR COSTS

TOTAL DIRECT NON - SALARY COST, SUB-CONTRACTOR COST \$0.00

Exhibit C
Summary

FISHER ASSOCIATES, PE, LS, LA, DPC

D and PIN 9755.82
Name McNair Road over Tuscarora Creek
Location Town of Windsor
Date Sept 2026

Item IA, Direct Technical Salaries (estimated) subject to audit	\$10,740
Item IB, Direct Technical Salaries Premium Portion of overtime subject to Salary Cost (estimated) subject to audit	\$0
Item IIA, Direct Non-Salary Cost (estimated) subject to audit	\$983
Item IIB Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$0
Item III, Overhead (189%) (estimated) subject to audit	\$20,299
Item IV, Fixed Fee (negotiated)	\$3,500
Item IIC Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
Total Estimated Cost	\$35,522
MAXIMUM AMOUNT PAYABLE	\$36,000

Exhibit A, Page 1
Salary Schedule

FISHER ASSOCIATES, PE, LS, LA, DPC

D and PIN 9755.82
Name McNair Road over Tuscarora Creek
Location Town of Windsor
Date Sept 2026

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT (09/2026)	PROJECTED (07/2027)	2026	2027	2028	
Project Manager	VIII (A)	124.76	115.00	115.00	115.00	115.00	A
Project Manager	VII (A)	85.80	88.37	98.56	90.00	90.00	A
Sr. Technician IV	IV (N)	60.70	62.52	63.55	65.46	67.42	C
Technician III	III (N)	49.20	50.68	57.00	58.71	60.47	C
Technician II	II (N)	38.56	39.72	42.91	44.20	45.53	C
Junior Technician I	I (N)	29.84	30.74	34.58	35.62	36.69	C
Party Chief	III (N)	39.48	40.66	45.54	46.91	48.32	C
Instrument Person	I (N)	28.20	29.05	31.00	31.93	32.89	C
Party Chief (Field)*	III (N)	39.48	40.66	45.54	46.91	48.32	C
Instrument Person (Field)*	I (N)	28.20	29.05	31.00	31.93	32.89	C

NOTES:

- (1) Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E, whichever is greater.
- (2) Written approval from the Regional Construction Engineer must be received by the Consultant before using titles shown in the Salary Schedule but not shown in the Staffing Table.

OVERTIME POLICY

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

*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
Party Chief (P.C.)	III (N)	\$52.91	\$54.50	\$40.66	\$13.84	\$1.87	\$15.71
Instrumentperson (I.P.)	I (N)	48.67	50.13	29.05	21.08	2.85	23.93

Supplemental Benefits are also considered direct costs. The net benefit is the difference between required amounts and deductions made

Exhibit A, Page 2
Staffing Table

FISHER ASSOCIATES, PE, LS, LA, DPC

D and PIN 9755.82

Name McNair Road over Tuscarora Creek

Location Town of Windsor

Date Sept 2026

JOB TITLE	ASCE OR NICET GRADE	2026												(1)	(2)	(3)	(4)	(5)	(6)
		J	F	M	A	M	J	J	A	S	O	N	D						
Project Manager	VIII (A)													0		115.00			0
Project Manager	VII (A)					4	8	8	8	8	8	8	4	56		88.37			4,949
Sr. Technician IV	IV (N)					40	176	168	176	168	160	160	80	1,128		62.52			70,523
" " " Overtime	IV (N)						18	17	18	17	16	16			102	62.52	\$31.26	\$3,189	6,377
Technician III	III (N)													0		50.68			0
" " " Overtime	III (N)														0	50.68	25.34	0	0
Cad Operator/Tech II	II (N)													0		39.72			0
" " " Overtime	II (N)														0	39.72	19.86	0	0
Junior Technician I	I (N)													0		30.74			0
" " " Overtime	I (N)														0	30.74	15.37	0	0
TOTALS														1,184	102			\$3,189	\$81,848

NOTES:

** Overtime Hours

(1) Total Hours (straight time)

(2) Total Hours (overtime)

(3) Projected Hourly Rate (straight time rate)

(4) Projected Hourly Rate (premium rate)

(5) Direct Technical Salaries (premium portion)

(6) Direct Technical Salaries (straight time portion)

TOTAL SALARIES (PREMIUM PORTION)

\$3,189

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TOTAL SALARIES (STRAIGHT TIME PORTION)

\$81,848

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Exhibit B, Page 1
Estimate of Expendable Direct Non-Salary Cost

FISHER ASSOCIATES, PE, LS, LA, DPC

D and PIN 9755.82
Name McNair Road over Tuscarora Creek
Location Town of Windsor
Date Sept 2026

1. TRAVEL

a) On-Job Travel -
1 inspectors x 21 days/month x 6 months x 20 miles/day @ \$0.760 /mile \$1,915.20

TOTAL TRAVEL \$1,915.20

2. OWNER'S PROTECTIVE INSURANCE (Estimated)

3. EXPENDABLE EQUIPMENT

4. POSTAGE, SHIPPING AND PRINTING (Estimated) 0.00

5. APPIA 2 licences x ##### /license 5,000.00

TOTAL DIRECT NON-SALARY COST \$6,915.20
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MATERIAL TESTING \$15,000.00

IN-PLANT STEEL INSPECTION \$25,000.00

TOTAL SUB-CONTRACTOR COST \$40,000.00
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Exhibit C
Summary

FISHER ASSOCIATES, PE, LS, LA, DPC

D and PIN 9755.82
Name McNair Road over Tuscarora Creek
Location Town of Windsor
Date Sept 2026

Item IA, Direct Technical Salaries (estimated) subject to audit	\$81,848
Item IB, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit	3,189
Item IIA, Expendable Direct Non-Salary Cost (estimated) subject to audit	6,915
Item IIB Nonexpendable Direct and subject to audit (Sub-Contractor Cost)	40,000
Item III, Overhead (131%) (estimated) subject to audit	107,221
Item IV, Net Fee (negotiated)	21,100
Item IIC Direct Non- Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	0
Total Estimated Cost	\$260,273
MAXIMUM AMOUNT PAYABLE	\$262,000 =====