



CLIENT: Village of Kenmore

PROJECT: Fire Hall Masonry Remediation Project

BIDS OPENED: Wednesday, October 22, 2025

BID TABULATION SHEET

NUSSBAUMER PROJECT NO.: 25/1-0154

ITEM NUMBER	ITEM DESCRIPTION	ITEM QUANTITY	UNITS	Best Restoration Services Inc.		Horizon Masonry Restoration		FSR Contracting Inc.		Malvestuto Construction Inc.		Morris Masonry Restoration LLC		Highland Masonry and Restoration, Inc.	
				Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
1	Mobilization/Demobilization	1	LS	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$14,335.00	\$14,335.00	\$3,300.00	\$3,300.00	\$1,100.00	\$1,100.00
2	Power Washing of Exposed Masonry	1	LS	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$22,000.00	\$22,000.00	\$20,800.00	\$20,800.00	\$13,720.00	\$13,720.00	\$8,240.00	\$8,240.00
3	Masonry Sealing	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$28,000.00	\$28,000.00	\$30,000.00	\$30,000.00	\$22,045.00	\$22,045.00	\$8,668.00	\$8,668.00
4A	Lintel 1	1	LS	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,750.00	\$2,750.00	\$1,660.00	\$1,660.00	\$2,000.00	\$2,000.00
4B	Lintel 2	1	LS	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,750.00	\$2,750.00	\$1,660.00	\$1,660.00	\$2,000.00	\$2,000.00
4C	Lintel 3	1	LS	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,750.00	\$2,750.00	\$1,660.00	\$1,660.00	\$2,000.00	\$2,000.00
4D	Lintel 4	1	LS	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,750.00	\$2,750.00	\$1,660.00	\$1,660.00	\$2,000.00	\$2,000.00
4E	Lintel 5	1	LS	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,750.00	\$2,750.00	\$1,660.00	\$1,660.00	\$2,000.00	\$2,000.00
4F	Lintel 6	1	LS	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,750.00	\$2,750.00	\$1,660.00	\$1,660.00	\$2,000.00	\$2,000.00
4G	Lintel 7	1	LS	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,750.00	\$2,750.00	\$1,660.00	\$1,660.00	\$2,000.00	\$2,000.00
4H	Lintel 8	1	LS	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,750.00	\$2,750.00	\$1,660.00	\$1,660.00	\$2,000.00	\$2,000.00
4I	Lintel 9	1	LS	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,750.00	\$2,750.00	\$1,660.00	\$1,660.00	\$2,000.00	\$2,000.00
4J	Lintel 10	1	LS	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,750.00	\$2,750.00	\$1,660.00	\$1,660.00	\$2,000.00	\$2,000.00
4K	Lintel 11	1	LS	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$2,750.00	\$2,750.00	\$1,660.00	\$1,660.00	\$2,000.00	\$2,000.00
5	Stone Arch Replacement	4	Ea	\$13,000.00	\$52,000.00	\$32,000.00	\$128,000.00	\$20,375.00	\$81,500.00	\$25,750.00	\$103,000.00	\$13,278.75	\$53,115.00	\$14,000.00	\$56,000.00
6	Chimney Restoration	1	LS	\$11,500.00	\$11,500.00	\$10,000.00	\$10,000.00	\$5,500.00	\$5,500.00	\$27,850.00	\$27,850.00	\$6,470.00	\$6,470.00	\$7,000.00	\$7,000.00
7A	Brick to Brick Joint Raking and Repointing	460	SF	\$25.00	\$11,500.00	\$45.00	\$20,700.00	\$46.00	\$21,160.00	\$35.00	\$16,100.00	\$30.00	\$13,800.00	\$38.00	\$17,480.00
7B	Brick to Stone and Stone to Stone Joint Raking and Sealing	1,600	LF	\$30.00	\$48,000.00	\$20.00	\$32,000.00	\$17.50	\$28,000.00	\$35.00	\$56,000.00	\$13.50	\$21,600.00	\$21.50	\$34,400.00
7C	Brick Unit Removal and Replacement	27	SF	\$200.00	\$5,400.00	\$165.00	\$4,455.00	\$360.00	\$9,720.00	\$100.00	\$2,700.00	\$125.00	\$3,375.00	\$70.00	\$1,890.00
8	Contingency Allowance	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
9	Cold Weather Masonry Allowance	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
TOTAL AMOUNT OF BASE BID					\$300,900.00		\$292,155.00		\$276,180.00		\$341,035.00		\$195,270.00		\$196,778.00

Total Bid Amount incorrect on Bid Form (\$275,880.00)

Low Bidder

**Police & Court Contract
2024-2025 STOP-DWI**

THIS AGREEMENT, made and entered into as of the 1st day of January, 2024, by and between the COUNTY OF ERIE, a municipal Corporation of the State of New York, with offices at 95 Franklin Street, Buffalo, New York, 14202, hereinafter referred to as the COUNTY, party of the first part, and the **VILLAGE OF KENMORE** a municipal corporation of the State of New York partly in Erie County, with offices at **2919 Delaware Avenue, Kenmore, New York 14217** hereinafter referred to as the MUNICIPALITY, party of the second part.

W I T N E S S E T H:

WHEREAS, the COUNTY, pursuant to the authority granted to it by Article 31 of the Vehicle and Traffic Law, has established a special traffic options program for driving while intoxicated (STOP-DWI) and has formulated a plan thereunder for the coordination of county, town, city and village efforts to reduce alcohol-related traffic injuries and fatalities, and

WHEREAS, the MUNICIPALITY, through its police agency, has made formal application to the Erie County STOP-DWI Coordinator for the funding of certain alcohol traffic safety law enforcement activities in Erie County during the period from January 1, 2024 to December 31, 2025, which application is attached hereto and made a part hereof as Appendix "A", and

WHEREAS, article 31 of the Vehicle and Traffic Law conveys to the County of Erie all fines associated with convictions on V&T Section 1192, Section 511(2)(a)(ii) and (iii) and Section 511(3)(i) provided that such cases are disposed within Erie County.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

FIRST: During the term of this Agreement, the MUNICIPALITY, as an independent contractor, agrees to engage in the alcohol traffic safety law enforcement activities set forth in the annexed Appendix "A".

SECOND:

The MUNICIPALITY, through its police agency, agrees to compile information and render monthly reports, in a form acceptable to the County, to the Erie County STOP-DWI Coordinator with respect to:

- (i) the MUNICIPALITY's law enforcement activities set forth in Appendix "A".
- (ii) all alcohol-related traffic crashes investigated by the MUNICIPALITY's police agency.
- (iii) the final court disposition of all cases involving alleged violation(s) of Section 1192, Section 511(2)(a)(ii) or (iii) or Section 511(3)(i) of the Vehicle and Traffic Law commenced by the MUNICIPALITY's police agency in any court in Erie County.

THIRD

The County agrees to reimburse the MUNICIPALITY overtime wages, excluding benefits, for officers authorized to perform extra effort Impaired Driving Patrols and Sobriety Checkpoints, Impaired Driving Enforcement Training, Victim Impact Panel Presentations, and related equipment subject to the provisions and guidelines of attached Appendix A, in a sum not to exceed the amount annually approved.

FOURTH: In the event the Erie County STOP-DWI Program, as approved by the Commissioner of the New York State Department of Motor Vehicles, is terminated before the

COUNTY has paid to the MUNICIPALITY all of the sums otherwise payable under the terms of this Agreement, the provisions of Section 1197(9) of the Vehicle and Traffic Law with respect to program cessation shall govern for purposes of determining the availability of such sums for payment to the MUNICIPALITY.

FIFTH: The MUNICIPALITY shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of any rights, title or interest herein, nor of the power to execute the same or any extension hereof to any other person or corporation without the previous consent in writing of the COUNTY.

SIXTH: The MUNICIPALITY agrees to comply with all applicable laws of the State of New York, the United States and the County of Erie, including laws against discrimination, and with all rules and regulations of pertinent authorities having jurisdiction.

SEVENTH: The MUNICIPALITY shall be fully accountable for its performance under this Agreement and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transactions, act or omission in connection therewith if called before any Judicial, County, State or Federal agency empowered to investigate the Agreement or its performance.

EIGHTH: The MUNICIPALITY agrees to furnish verified accounts of its disbursements hereunder, with certified or verified invoices thereto attached at such times and in such form and detail as may be required by the Erie County Comptroller, who may at her option audit the pertinent books and records of the MUNICIPALITY, and a final account within thirty (30) days after the termination of this Agreement.

NINTH: The MUNICIPALITY agrees to defend, hold harmless and indemnify the COUNTY against any and all liability, claims, demands, suits and judgments arising out of the performance of the MUNICIPALITY's obligations under this Agreement. The MUNICIPALITY further agrees to maintain insurance coverage(s) during the term of this Agreement and to submit certificates of insurance in accordance with Vendor Classification C - "Professional Services"

appearing on Appendix "B" annexed hereto. For purposes of this Agreement, the County must be included as an additional named insured on the Municipality's insurance policies. For purposes of this Agreement, the MUNICIPALITY need not provide proof of professional liability insurance coverage. At the request of the MUNICIPALITY and with the consent of the Erie County Attorney, the Erie County STOP-DWI Coordinator may waive the excess and/or umbrella liability insurance coverage(s), or reduce the amount(s) thereof, otherwise required under this paragraph. In lieu of proof of insurance coverage, the MUNICIPALITY may furnish evidence of a self-insurance plan acceptable to the Erie County Attorney.

TENTH: Consistent with the MUNICIPALITY's status as an independent contractor, the COUNTY shall not be responsible for Worker's Compensation benefits, Social Security coverage or unemployment insurance benefits with respect to the MUNICIPALITY.

ELEVENTH: This Agreement, or any renewal thereof, may be terminated by either party upon at least thirty (30) days prior notice. Such notice shall be provided in writing to the chief executive officer of the other party at the address appearing on the first page of this Agreement.

TWELFTH: Provided that the MUNICIPALITY shall have made formal application for the continued funding of its alcohol traffic safety law enforcement activities, this Agreement may be renewed for such additional twelve (12) month terms as may be mutually agreed upon by the parties through their respective legislative bodies.

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

On the _____ day of _____, in the year 2025, before me, the undersigned, personally appeared _____, Erie County Executive/ _____, Deputy County Executive, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK:

COUNTY OF ERIE:

On this _____ day of _____, 2025, before me personally came **Patrick Mang** to me personally known, who, being by me duly sworn, did depose and say that he resides in **VILLAGE OF KENMORE**, County of Erie and State of New York; that he is the Mayor of the **VILLAGE OF KENMORE**, the corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and was so affixed by order of the governing body thereof and that signed name thereto by like order.

Notary Public

This agreement is executed by the COUNTY pursuant to a resolution adopted by the Legislature of the County of Erie at its meeting held on December 5, 2023 and by the MUNICIPALITY pursuant to a resolution of its governing body adopted at a meeting of said governing body held on _____, a certified copy of the MUNICIPALITY'S resolution being annexed hereto as Appendix "C".

Village of Kenmore

County of Erie

By: _____

Patrick Mang, Mayor

By: _____

Mark C. Poloncarz/Lisa Chimera
County Executive/Deputy

APPROVED AS TO CONTENT:

By: _____ Signed Electronically _____
Brian Ross, Commissioner
Erie County Central Police Services

John F. Sullivan
STOP-DWI Coordinator

APPROVED AS TO FORM:

By: _____ Signed Electronically _____
Greg Kammer
Assistant County Attorney

Document No. _____

Date: _____

VILLAGE OF KENMORE COMPREHENSIVE PLAN

Village of Kenmore
2919 Delaware Ave
Kenmore, New York 14217

10/22/2025



SUBJECT: COMPREHENSIVE PLAN

Dear Supervisor and Honorable Village Board,

The Village of Kenmore has embarked on an important planning initiative to update its Comprehensive Plan, originally adopted in 2003. Over the past two decades, Kenmore has experienced significant changes in land use, zoning, and community character, as well as broader shifts in economic activity, transportation, and housing demand. The updated Comprehensive Plan will serve as a strategic blueprint to guide the Village's continued growth, reinvestment, and quality of life through the year 2035.

Located as a first-ring suburb of the City of Buffalo with a population of approximately 15,500, the Village of Kenmore is a mature, walkable community with strong neighborhoods and a rich architectural legacy. Since the 2003 Plan, the Village has advanced a number of important planning and zoning initiatives, including adoption of a new zoning map, creation of multiple Planned Unit Development (PUD) districts, and updates to the zoning ordinance to address evolving business and residential needs such as short-term rentals and remote work. These efforts have set the stage for a modernized Comprehensive Plan that will integrate existing policies with new priorities and future trends.

This Comprehensive Plan Update will provide an actionable framework for the development, preservation, and enhancement of Kenmore's residential, commercial, and industrial areas, as well as its public spaces and infrastructure systems. The Plan will include a vision, goals, and implementation strategy that reflect the input of Village officials, staff, residents, and stakeholders. The resulting document will guide decision-making, support grant applications, and ensure that Kenmore remains a vibrant, sustainable, and connected community well into the future.

A. SCOPE OF WORK

Wendel will assist the Village of Kenmore in preparing a Comprehensive Plan that establishes a clear vision, goals, and strategies to guide future growth, investment, and community well-being. The Plan will be developed in collaboration with Village officials, the Comprehensive Plan Committee (CPC), and the public to ensure it reflects local priorities and aligns with regional and state planning initiatives. The following general scope outlines the anticipated work program and key deliverables.

Task 1 – Project Initiation and Existing Conditions

Wendel will initiate the project through a kickoff meeting with the Village and CPC to review roles, responsibilities, and expectations. The team will collect and analyze existing data, plans, and studies to document the Village's current conditions. This includes review of demographics, land use, housing, transportation, infrastructure, economic development, and community facilities. Coordination with Village staff and regional partners will ensure that all available data and mapping resources are utilized effectively.

Deliverables:

- Project Kickoff Meeting and Meeting Summary
- Draft Project Schedule and Communication Plan

- Summary of Relevant Local, County, and Regional Plans
- Existing Conditions Report and GIS Mapping (including demographics, land use, infrastructure, and community assets)

Task 2 – Visioning and Goal Setting

Wendel will facilitate public engagement to establish a shared vision for the Village's future. Through collaboration with the CPC, Village Board, and community stakeholders, Wendel will identify key issues, opportunities, and priorities. This task will define the vision, goals, and objectives that form the foundation of the Comprehensive Plan.

Deliverables:

- Public Outreach Strategy and Schedule
- First and Second Public Information Meetings (with materials and summaries)
- Draft Vision Statement, Goals, and Objectives
- Summary of Community and Stakeholder Input

Task 3 – Technical Analysis and Issue Investigation

Wendel's multidisciplinary team will conduct focused analyses on priority topics such as neighborhood revitalization, zoning consistency, transportation and circulation, infrastructure capacity, and economic development. Where additional research or coordination is needed, the team will identify items for future study and potential funding opportunities.

Deliverables:

- Technical Memoranda for Key Focus Areas (e.g., zoning, transportation, revitalization)
- Draft Recommendations for Future Study
- Updated GIS Data and Thematic Maps (as needed)
- Coordination Meetings with Village Departments and Regional Agencies

Task 4 – Draft Comprehensive Plan Development

Wendel will prepare a Draft Comprehensive Plan that synthesizes the findings from previous tasks into a unified, action-oriented document. The Plan will include a vision, goals, objectives, recommendations, and an implementation framework that identifies responsible parties, estimated timelines, and potential funding sources. The draft will be reviewed by the CPC and Village Board prior to finalization.

Deliverables:

- Draft Comprehensive Plan (digital and hard copy formats)
- Draft Implementation Framework (actions, timelines, and responsible parties)
- Committee and Board Review Meetings with Summary Notes
- Revised Draft Plan Incorporating Feedback

Task 5 – Final Plan, SEQR Review, and Adoption Support

Following review and revisions, Wendel will prepare the Final Comprehensive Plan and assist the Village with the State Environmental Quality Review (SEQR) process. Wendel will also facilitate presentation of the Plan to the Village Board and public, ensuring it meets statutory requirements and supports a clear path toward adoption and implementation.

Deliverables:

- SEQR Documentation (Environmental Assessment Form and Draft Determination)
- Final Comprehensive Plan (digital and print-ready formats)
- Public Presentation to Village Board and Community
- Summary of Public and Committee Feedback
- Adoption-Ready Plan and Project Closeout Materials

C. ASSUMPTIONTIONS:

- 1) An environmental impact statement (EIS) will not be needed. An EIS would require a separate proposal.
- 2) Wendel representatives will be attending three meetings with the CPC, two public meetings, and the public hearing. Additional CPC or public meetings will require additional fee/scope change.
- 3) Should Wendel be required to perform additional services beyond those outlined above, Wendel shall be compensated on an hourly or fixed sum basis for a mutually agreed scope of services.

D. PROPOSAL FEE:

We trust the above scope of work meets the Village of Kenmore's requirements. We are proposing to perform the scope of work presented in this proposal on a **Lump Sum** basis with a total budget of **\$50,000.00**.

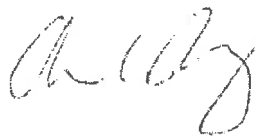
Expenses such as plotting costs, postage, telephone charges, and milage are included in the fee.

E. TERMS:

This proposal and the attached "Appendix A" (Professional Services Terms and Conditions) are intended to represent the entire contractual relationship. Please contact me if you have any questions. If this proposal and attached general conditions are acceptable to you, please indicate your acceptance by signing both originals and return one (1) executed original to our office.

Thank you for considering Wendel!

Respectfully Submitted,



Andrew C. Reilly
Principal



Nina Ballou
Project Manager

Should Wendel's proposal be accepted, Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C., a New York State licensed architecture and engineering firm that is part of a consolidated group of Wendel Companies, will contract to undertake the work. Our letterhead and plans will still prominently say "Wendel" and we will refer to ourselves as Wendel throughout the project.

Wendel WD Architecture, Engineering, Surveying and Landscape Architecture, P.C. (Wendel) is hereby authorized to proceed with the services described herein.

ACCEPTANCE / AUTHORIZATION:

Accepted this _____ day of _____, 20____

Print Name: _____

Signature: _____

Title: _____

APPENDIX A PROFESSIONAL SERVICES TERMS AND CONDITIONS

AGREEMENT. It is mutually understood and agreed that the Client's acceptance of the agreement to which these terms and conditions are attached constitutes an incorporation of these terms and conditions which, together with any attached supporting documentation, embody and constitute the entire understanding between the parties with respect to the transaction contemplated hereby and constitute a binding legal agreement ("Agreement"). If Wendel is authorized by the Client to provide services set forth in this Agreement or a Change Order, either orally or in writing, prior to formal acceptance of either, such authorization shall be deemed an acceptance of this Agreement effective as of the date Wendel commences providing the services, and such services shall be provided and compensated for in accordance with the terms and conditions contained in this Agreement.

STANDARD OF CARE/PERFORMANCE. Wendel shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances and shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work. No warranty, guarantee or fiduciary relationship, either express or implied, is made or intended by this Agreement.

OBLIGATIONS OF WENDEL. Wendel will prepare the work and deliverables in a timely manner but it is agreed between the parties that Wendel 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 entered into. Wendel commits to provide adequate and qualified resources to meet the schedule, and will work with Proposal Recipient's management in a manner that enables management to make informed decisions.

OBLIGATIONS OF PROPOSAL RECIPIENT. Client will work in a diligent and timely manner with Wendel to facilitate the contractual services required herein. To ensure a cooperative and successful effort, Client will commit to open disclosure of information required for the performance of services, will properly position Wendel with its staff, and will make available subject matter knowledgeable staff in a timely manner to address questions, unforeseen circumstances or other unexpected conditions that may arise.

PAYMENT. Progress payments shall be made in proportion to services performed and shall be due and payable within thirty (30) days of invoice submittal, without retainage. Overdue invoices shall bear an interest rate of 1-1/2% per month calculated from the 31st day after submittal. Wendel reserves the right to suspend services if payment of any undisputed invoice amounts are sixty (60) days overdue.

CHANGE ORDERS. During the term hereof the scope of services and compensation therefor may be adjusted by mutually agreed upon written Change Orders hereto.

SUSPENSION AND TERMINATION BY WENDEL. If the Client (i) fails to timely make payments due, or (ii) suspends the work for more than ninety (90) calendar days for reasons other than the fault of Wendel, or (iii) substantially fails to perform in accordance with the terms of this Agreement through no fault of Wendel, then Wendel may suspend services or terminate this Agreement upon seven (7) days advance written notice to Client, and Client shall pay all sums due for services performed prior to suspension or termination and any costs attributable to suspension or termination. Upon any resumption of services, Fees and time schedules shall be equitably adjusted. Wendel may terminate this Agreement for convenience upon not less than seven (7) days written advance notice and Client shall pay all sums due for services performed prior to termination.

SUSPENSION AND TERMINATION BY CLIENT. If the Client suspends the work, Wendel shall be compensated for services performed prior to notice of such suspension and Client will be liable for any expenses incurred in the interruption and resumption of services. Upon resumption of services, Fees and time schedules shall be equitably adjusted. If the Client terminates this Agreement for its convenience, the Client shall compensate Wendel for Wendel's services performed prior to termination, reimbursable expenses incurred, and costs attributable to termination, including the costs attributable to Wendel's termination of consultant agreements. Client may terminate this Agreement for default upon not less than seven (7) days' advance written notice should Wendel substantially fail to perform in accordance with the terms of this Agreement through no fault of the Client.

HAZARDOUS MATERIALS. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Wendel, its affiliates, subconsultants and subcontractors, and their respective officers, directors, partners, employees, and agents from and against all claims, 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 relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum products, radioactive materials, or any other hazardous materials at, on, under, or from the work site.

OWNERSHIP OF DOCUMENTS. All the documents, reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings, specifications and other documents, data or information prepared by Wendel in any form, including machine readable format, (collectively "Documents") are instruments of Wendel's services and shall remain the sole property of Wendel. Wendel retains all ownership and all other rights, including copyrights, in all such documents.

LIMITATIONS ON USE OF DOCUMENTS. The Documents are prepared for use for the purpose and at the site identified in the Agreement or Change Order only and are not appropriate for use for any other purpose or site, except by the authorization and agreement in writing with the appropriate compensation to Wendel. Client agrees to release Wendel and its affiliates from any liability associated with any unauthorized changes made to the Documents and their use thereof and further agrees to indemnify and hold harmless Wendel and its affiliates from any and all claims arising out of such changes or use.

MACHINE READABLE MEDIA. Where Wendel agrees to supply some or all of the Documents in machine readable format (hereinafter "machine readable media"), the parties understand and agree that any Documents supplied in such machine readable format are so supplied as a convenience to the recipient. Such Documents are not intended to replace the printed forms of such Documents. The content of the Documents supplied by Wendel in printed form shall govern over the contents of Documents supplied in machine readable format. The recipient shall be solely responsible for comparing the output of the machine readable media with the printed Documents designated by Wendel as the contract documents and determining the accuracy of such output. Recipient shall only use the output of machine readable media for the limited purpose agreed to by Wendel and shall not alter, mediate or change the contents of such machine readable media in any way, or transfer to others, without the express written approval of Wendel.

CONFIDENTIALITY. Wendel shall not disclose or permit the disclosure of any confidential information except to its employees of Wendel and its affiliates, and other consultants who need such confidential information in order to meet contractual obligations under this Agreement.

PUBLICATION. Wendel has the right to photograph the work and to use the photos in the promotion of its professional practice through advertising, public relations, brochure or other marketing materials. Client agrees that Wendel has the authority to utilize its name as a client and general description of the work or service performed as references. Wendel will be given proper credit and acknowledgements for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/owner) in project identification boards, published articles, promotional brochures and similar communications.

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the work or following the completion of the work, the Client and Wendel agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The parties further agree to include a similar mediation provision in all agreements with independent contractors they retained for the work and to require all independent contractors and consultants to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers or fabricators retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. In the event resolution of any conflict cannot be settled as a result of non-binding mediation, it will be addressed in an appropriate court of proper jurisdiction.

LIABILITIES. THE CLIENT AND WENDEL HAVE DISCUSSED THEIR RISKS, REWARDS AND BENEFITS OF THE WORK TO BE PERFORMED, WENDEL'S TOTAL FEE FOR SERVICES AND HAVE ALLOCATED THE RISKS SUCH THAT, UNLESS STATED OTHERWISE ELSEWHERE IN THIS AGREEMENT, THE CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, WENDEL'S TOTAL LIABILITY TO THE PROPOSAL RECIPIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, WENDEL'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WENDEL UNDER THIS AGREEMENT OR \$500,000.00 WHICHEVER IS LESS.

INDEMNITY. Each Party agrees to indemnify the other from liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent caused by the Party's negligent acts, errors, or omissions relating to this Agreement, subject to any limitations of liability set forth elsewhere herein.

CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

BUDGET/CONTINGENCY. The Client agrees to establish a realistic budget for the cost of the work; the budget will include a contingency fund which will be used solely for the purpose of paying for contractor change orders, addressing omissions from the construction documents, and Client approved Change Orders for Wendel's services.

OPINIONS OF CONSTRUCTION COST. Any opinion of construction cost prepared by Wendel represents its judgement as a design professional and is supplied for the general guidance of the Client. Since Wendel has no control over the cost of labor and material, or over competitive bidding or market conditions, Wendel does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

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

PURCHASE ORDERS. Client acknowledges and agrees that any purchase order issued by Client in accordance with this Agreement is intended only to establish payment authority for Client's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

WAIVER. No waiver by either Party hereto or any failure or refusal by the other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state in which the work or Project is located, without regard to principles of conflict of laws.

THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the Client and Wendel, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement.

AUTHORITY. Each Party represents and warrants to the other that it has the requisite authority to accept, deliver and perform this Agreement.

AGREEMENT. It is mutually understood and agreed that the Client's acceptance of the agreement to which these terms and conditions are attached constitutes an incorporation of these terms and conditions which, together with any attached supporting documentation, embody and constitute the entire understanding between the parties with respect to the transaction contemplated hereby and constitute a binding legal agreement ("Agreement"). If Wendel is authorized by the Client to provide services set forth in this Agreement or a Change Order, either orally or in writing, prior to formal acceptance of either, such authorization shall be deemed an acceptance of this Agreement effective as of the date Wendel commences providing the services, and such services shall be provided and compensated for in accordance with the terms and conditions contained in this Agreement.

STANDARD OF CARE/PERFORMANCE. Wendel shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances and shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work. No warranty, guarantee or fiduciary relationship, either express or implied, is made or intended by this Agreement.

OBLIGATIONS OF WENDEL. Wendel will prepare the work and deliverables in a timely manner but it is agreed between the parties that Wendel 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 entered into. Wendel commits to provide adequate and qualified resources to meet the schedule, and will work with Proposal Recipient's management in a manner that enables management to make informed decisions.

OBLIGATIONS OF PROPOSAL RECIPIENT. Client will work in a diligent and timely manner with Wendel to facilitate the contractual services required herein. To ensure a cooperative and successful effort, Client will commit to open disclosure of information required for the performance of services, will properly position Wendel with its staff, and will make available subject matter knowledgeable staff in a timely manner to address questions, unforeseen circumstances or other unexpected conditions that may arise.

PAYMENT. Progress payments shall be made in proportion to services performed and shall be due and payable within thirty (30) days of invoice submittal, without retainage. Overdue invoices shall bear an interest rate of 1-1/2% per month calculated from the 31st day after submittal. Wendel reserves the right to suspend services if payment of any undisputed invoice amounts are sixty (60) days overdue.

CHANGE ORDERS. During the term hereof the scope of services and compensation therefor may be adjusted by mutually agreed upon written Change Orders hereto.

SUSPENSION AND TERMINATION BY WENDEL. If the Client (i) fails to timely make payments due, or (ii) suspends the work for more than ninety (90) calendar days for reasons other than the fault of Wendel, or (iii) substantially fails to perform in accordance with the terms of this Agreement through no fault of Wendel, then Wendel may suspend services or terminate this Agreement upon seven (7) days advance written notice to Client, and Client shall pay all sums due for services performed prior to suspension or termination and any costs attributable to suspension or termination. Upon any resumption of services, Fees and time schedules shall be equitably adjusted. Wendel may terminate this Agreement for convenience upon not less than seven (7) days written advance notice and Client shall pay all sums due for services performed prior to termination.

SUSPENSION AND TERMINATION BY CLIENT. If the Client suspends the work, Wendel shall be compensated for services performed prior to notice of such suspension and Client will be liable for any expenses incurred in the interruption and resumption of services.

Upon resumption of services, Fees and time schedules shall be equitably adjusted. If the Client terminates this Agreement for its convenience, the Client shall compensate Wendel for Wendel's services performed prior to termination, reimbursable expenses incurred, and costs attributable to termination, including the costs attributable to Wendel's termination of consultant agreements. Client may terminate this Agreement for default upon not less than seven (7) days' advance written notice should Wendel substantially fail to perform in accordance with the terms of this Agreement through no fault of the Client.

HAZARDOUS MATERIALS. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Wendel, its affiliates, subconsultants and subcontractors, and their respective officers, directors, partners, employees, and agents from and against all claims, 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 relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum products, radioactive materials, or any other hazardous materials at, on, under, or from the work site.

OWNERSHIP OF DOCUMENTS. All the documents, reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings, specifications and other documents, data or information prepared by Wendel in any form, including machine readable format, (collectively "Documents") are instruments of Wendel's services and shall remain the sole property of Wendel. Wendel retains all ownership and all other rights, including copyrights, in all such documents.

LIMITATIONS ON USE OF DOCUMENTS. The Documents are prepared for use for the purpose and at the site identified in the Agreement or Change Order only and are not appropriate for use for any other purpose or site, except by the authorization and agreement in writing with the appropriate compensation to Wendel. Client agrees to release Wendel and its affiliates from any liability associated with any unauthorized changes made to the Documents and their use thereof and further agrees to indemnify and hold harmless Wendel and its affiliates from any and all claims arising out of such changes or use.

MACHINE READABLE MEDIA. Where Wendel agrees to supply some or all of the Documents in machine readable format (hereinafter "machine readable media"), the parties understand and agree that any Documents supplied in such machine readable format are so supplied as a convenience to the recipient. Such Documents are not intended to replace the printed forms of such Documents. The content of the Documents supplied by Wendel in printed form shall govern over the contents of Documents supplied in machine readable format. The recipient shall be solely responsible for comparing the output of the machine readable media with the printed Documents designated by Wendel as the contract documents and determining the accuracy of such output. Recipient shall only use the output of machine readable media for the limited purpose agreed to by Wendel and shall not alter, mediate or change the contents of such machine readable media in any way, or transfer to others, without the express written approval of Wendel.

CONFIDENTIALITY. Wendel shall not disclose or permit the disclosure of any confidential information except to its employees of Wendel and its affiliates, and other consultants who need such confidential information in order to meet contractual obligations under this Agreement.

PUBLICATION. Wendel has the right to photograph the work and to use the photos in the promotion of its professional practice through advertising, public relations, brochure or other marketing materials. Client agrees that Wendel has the authority to utilize its name as a client and general description of the work or service performed as references. Wendel will be given proper credit and acknowledgements for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/owner) in project identification boards, published articles, promotional brochures and similar communications.

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the work or following the completion of the work, the Client and Wendel agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The parties further agree to include a similar mediation provision in all agreements with independent contractors they retained for the work and to require all independent contractors and consultants to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers or fabricators retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. In the event resolution of any conflict cannot be settled as a result of non-binding mediation, it will be addressed in an appropriate court of proper jurisdiction.

LIABILITIES. THE CLIENT AND WENDEL HAVE DISCUSSED THEIR RISKS, REWARDS AND BENEFITS OF THE WORK TO BE PERFORMED, WENDEL'S TOTAL FEE FOR SERVICES AND HAVE ALLOCATED THE RISKS SUCH THAT, UNLESS STATED OTHERWISE ELSEWHERE IN THIS AGREEMENT, THE CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, WENDEL'S TOTAL LIABILITY TO THE PROPOSAL RECIPIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, WENDEL'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WENDEL UNDER THIS AGREEMENT OR \$500,000.00 WHICHEVER IS LESS.

INDEMNITY. Each Party agrees to indemnify the other from liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent caused by the Party's negligent acts, errors, or omissions relating to this Agreement, subject to any limitations of liability set forth elsewhere herein.

CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

BUDGET/CONTINGENCY. The Client agrees to establish a realistic budget for the cost of the work; the budget will include a contingency fund which will be used solely for the purpose of paying for contractor change orders, addressing omissions from the construction documents, and Client approved Change Orders for Wendel's services.

OPINIONS OF CONSTRUCTION COST. Any opinion of construction cost prepared by Wendel represents its judgement as a design professional and is supplied for the general guidance of the Client. Since Wendel has no control over the cost of labor and material, or over competitive bidding or market conditions, Wendel does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

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

PURCHASE ORDERS. Client acknowledges and agrees that any purchase order issued by Client in accordance with this Agreement is intended only to establish payment authority for Client's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

WAIVER. No waiver by either Party hereto or any failure or refusal by the other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state in which the work or Project is located, without regard to principles of conflict of laws.

THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the Client and Wendel, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement.

AUTHORITY. Each Party represents and warrants to the other that it has the requisite authority to accept, deliver and perform this Agreement.



Village of Kenmore

2919 Delaware Avenue
Kenmore, NY 14217

DAVID J. ROOT SUPERINTENDENT DEPARTMENT OF PUBLIC WORKS Phone: (716) 875-0527 Fax: (716) 447-0526

October 28, 2025

Mayor Mang and fellow Board members,

I am requesting permission for Jack Johnson and Scott Hayward to attend a free Water/Waste Water training session on November 6, 2025, at Alden Village Hall in Alden, NY. These classes help them maintain the credits they need to maintain their license.

Thank You,

David J Root

Superintendent of Public Works

Village of Kenmore