



ERIE COUNTY

REQUEST FOR PROPOSALS (RFP) Times Beach Nature Preserve Resiliency Study Project

RFP # 2022-051VF

December 7, 2022

**DEPARTMENT OF PARKS, RECREATION, AND FORESTRY
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

**NOTICE OF INVITATION
TO SUBMIT A PROPOSAL FOR
PROFESSIONAL SERVICES**

Proposals are requested by the Erie County Department of Parks, Recreation and Forestry for a Resiliency Study that assesses the vulnerability of Times Beach Nature Preserve's existing and future public access amenities to damage associated with wind setup conditions/high lake levels and Lake Erie seiche events. The top-rated respondent will be selected to enter into an agreement with Erie County to provide professional services.

To obtain a copy of the RFP guidelines, please visit the following website after **December 7, 2022**: www2.erie.gov/purchasing/index.php?q=requests-proposals-amp-construction-bids. Alternatively, you may call Kristin Fitzgerald at 716-858-2521 or email to: Kristin.Fitzgerald@erie.gov if you would like to request a hard copy.

In accordance with Local Law No. 6, proposals are hereby invited for the project. Proposals are to be submitted in the exact format detailed in the request for proposals (RFP).

- A pre-bid meeting will be held virtually on **December 22 2022** at 10:30 AM. This meeting is not mandatory. To receive a link to this meeting, please email Kristin Fitzgerald at Kristin.Fitzgerald@erie.gov on or before **December 21, 2022**.
- Written questions for clarification will be due by 3:00 PM on **January 9, 2023**.
- To receive Erie County's written responses to questions, please email Kristin Fitzgerald at Kristin.Fitzgerald@erie.gov on or before **January 9, 2023**.
- Erie County will respond to written requests on or before **January 12, 2023**.
- Proposals will be due by 3:00 PM on **January 25, 2023**.

This invitation does not commit Erie County, or its Department of Parks, Recreation and Forestry to accept any priced proposal, nor does it obligate Erie County for any costs associated with preparing or submitting proposals.

By: Troy Schinzel
Commissioner
Erie County Parks Department

**COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)**

TO PROVIDE Professional services for a Resiliency Study that assesses the vulnerability of the Times Beach Nature Preserve’s existing and future public access amenities to damage associated with wind setup conditions/high lake levels and Lake Erie seiche events.

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposals from qualified firms interested in providing professional services for a resiliency study/project at Times Beach Nature Preserve. Proposers interested in providing the services are invited to respond to this request, RFP # 2022-051VF.

The Times Beach Nature Preserve is a 50+acre parcel located on Fuhrmann Boulevard in the City of Buffalo. It is a former Confined Disposal Facility (CDF) for disposal of contaminated dredge materials that was in use for 4 years and closed in 1976. Times Beach Nature Preserve evolved into a unique habitat and destination bird watching venue on the City’s waterfront. There is a breakwall surrounding the facility as is typical of CDFs. It is important to note the City of Buffalo owns the property, Erie County currently oversees and maintains the site improvements, and the US Army Corps of Engineers “owns” the breakwall and the contaminated sediments that were deposited in the CDF.

In 2003, Erie County, the City of Buffalo, US Army Corps of Engineers and the NYS Office of Parks, Recreation and Historic Preservation partnered on the design and construction of improvements to provide safe public access to the site. The amenities included over 4000’ of trails and elevated boardwalk, 3 bird watching blinds, interpretive signage and an information kiosk. In addition, significant investments have been made at the site for invasive species eradication and subsequent establishment of native species.

Over the past several years, wind setup and seiche events on Lake Erie and the resultant high-water levels and/or damaging wave action have caused extensive damage to the majority of the boardwalk and have deposited massive debris fields. It is imperative to note that the northwest section of the breakwall is compromised; there is some deterioration, as well as a design deficiency impairing its function. The breakwall is the jurisdiction of the US Army Corps of Engineers and that agency will be restoring it. The condition of the breakwall is contributing to the seiche/storm damage and debris piling up on-site. The debris damaged natural habitat on site, buried portions of the trails and washed onto the roadway as well. In recent years, historically high-water levels in Lake Erie and the lack of Lake Erie Ice coverage, have intensified the impact of the wind setup/seiche events necessitating the need for long term and sustainable solutions to protect the ecosystems and habitat present at the site as well as the existing and future public access amenities.

It is the County's intent to select the best qualified Proposer for this work. The County reserves the right to amend this RFP, and to reject any or all of the proposals, or any part thereof, submitted in response to this RFP. The County also reserves the right to request additional information from any proposer or to waive formalities, if such action is deemed to be in the best interest of the County.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP:	December 7, 2022
Non-mandatory Pre-Bid Meeting (virtual)	December 22, 2022
Written Requests for Clarification	January 9, 2023
Written Responses to Requests	January 12, 2023
Proposals Due:	January 25, 2023
Contract Signed:	Following all necessary County approvals.

All firms wishing to participate in this process must register electronically by sending an email to Kristin.Fitzgerald@erie.gov by December 21, 2022. All further information and contact from Erie County will be sent electronically.

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Submissions that are not printed double-sided will be rejected.
2. One (1) original and four (4) copies shall be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Kristin Fitzgerald, Natural Habitat Parks Manager
Department of Parks, Recreation and Forestry
95 Franklin Street – Room 1260
Buffalo, New York 14202

All proposals must be delivered to the above office on or before January 25, 2023 at 3:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted to Kristin Fitzgerald at Kristin.Fitzgerald@erie.gov no later than 3:00 p.m. on January 9, 2023. Formal written responses will be distributed by the County on or before January 12, 2023. No requests for oral interpretations via telephone will be accepted. A single response to all questions will be made as outlined in the schedule. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION**

5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. **All proposers submitting proposals must include a cost proposal in a separately sealed envelope, clearly labeled with the proposer's name, due date of proposal, and proposal name "Times Beach Nature Preserve Resiliency Study Project".**

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

See Exhibit "A"

IV. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- That any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- Submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- By submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;

- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals:

- Proposer's demonstrated capability to provide the services;
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services;
- Proposer's experience to perform the proposed services;
- Proposer's financial ability to provide the services;
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP;
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP;
- Proposer's commitment to the County of Erie M/WBE fair share goal of at least 10% minority-owned business and at least 2% women-owned business.
- Proposers MUST sign the Proposal Certification attached hereto as Exhibit "B". Unsigned proposals will be rejected;
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal;
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

WRITTEN PROPOSALS

In one package, submit one (1) original and four (4) copies of your double-sided written proposal to include answers to the questions listed below. Resumes of key personnel, including their primary office location, are to be submitted at the end of the response. The individuals whose resumes are submitted are expected to substantially work on the project.

Proposals will be evaluated, generally on your firm's response to the scope of work defined in Exhibit "A" and the following questions in addition to the general prequalification information submitted previously or herewith.

A) Qualifications

- 1) State clearly whether your main office/parent firm is currently licensed as an individual, partnership or corporation to perform services related to the Scope of Work (Exhibit "A") and the pertinent details pertaining to the license (type, state, etc.).
- 2) Indicate if this would be a joint venture proposal with another professional organization. The reasons for a joint venture should be presented.

B) Expertise/Experience

- 1) Present your special expertise for the project and how your firm's experience/expertise would best serve the County. Include a project organization chart identifying the proposed team.
- 2) Provide a list of similar projects within the last five years giving the size of the project in dollars, the client, including the name and phone number of the person to whom you were accountable, whether any regulatory agencies (NYSDEC, USACE, and/or USEPA) were involved and if the project was constructed or otherwise completed.
- 3) Include a matrix table that includes the listed projects and indicates which project members on the proposed team have worked on the highlighted project.

C) Project

- 1) Describe your firm's technical approach for completing the Scope of Services.
- 2) Insofar as you propose a role for County personnel for this project, state clearly the level of effort or task you would expect the County to provide. All relative person-hours must be shown in this part of the proposal.
- 3) In order to earn credit for M/WBE participation, the M/WBE firm must be registered with Erie County Office of Equal Opportunity. Indicate which M/WBE subcontractors you would propose to use on this project and why. Show what percentage of work is proposed to be assigned to M/WBE subcontractors. If your firm is an Erie County-certified M/WBE firm, please state here and include self-performed work in the calculation of M/WBE utilization.
- 4) Provide a detailed project schedule showing timeline and key milestones for each task proposed. Project completion date is June 30, 2023.
- 5) Identify any assumptions made that may affect the proposed project cost.

D) Proposer Certification: Proposals without a signed Proposer Certification (Exhibit “B”) will be rejected.

PRICED PROPOSAL

In a separately sealed envelope identifying your firm and the project and marked “CONFIDENTIAL - Pricing Information - To be opened by the Commissioner, Troy Schinzel,” submit one (1) copy of your priced proposal.

The priced proposal is to be for the entire project as described in this RFP and the Scope of Work. Exceptions or limitations in your proposal shall not be placed in the sealed priced proposal unless clearly described in the written proposal. Respondents are advised that all priced proposals are subject to negotiation at the discretion of County.

The proposed costs and fees are to be presented on the “Cost Summary Form” (Schedule “D” in Exhibit “C” Agreement) along with the following information:

- Based on the Scope of Work, Form of Contract, these guidelines and the expected job duration, indicate the total number of person-hours for each of the various employee types (job classification) who will be assigned to the project.
- The person-hours should be listed and totaled by job classification and task.
- If subcontractors are to be utilized on any task of the project, provide separate breakdown which displays the number of person-hours for each employee type for this project.

SELECTION CRITERIA

All Proposals, timely received and complete, will be evaluated and ranked by a selection committee comprised of staff from Erie County. The committee will review and evaluate the proposal submissions based upon the requirements stated in the body of this RFP and in accordance with the following criteria, listed in order of decreasing importance:

- | | |
|--|-----|
| • Clear understanding of the Scope of Work | 25% |
| • Experience and qualifications of proposed team | 25% |
| • Experience of firm and team with similar kinds of projects and/or work | 20% |
| • Percentage of proposed M/WBE Participation | 15% |
| • Schedule feasible and consistent with deadline for the project | 10% |
| • Familiarity with project area | 5% |

See also SECTION IV “Statement of Rights”, specifically “Evaluation” for additional information related to evaluation criteria.

When the evaluations of the written proposals are complete, all priced proposals will be opened.

CONTRACT

After selection of the successful proposer, a formal written agreement (see Exhibit “C”) will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE MAY BE**

NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

In addition to, and not in limitation of the insurance requirements contained herein:

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

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule "B" of the attached Agreement (Exhibit "C").

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the

County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all applicable federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

NOTICE

The data on pages ____ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " * **THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 365 days from the proposal date.

EXHIBIT “A”

SCOPE OF WORK

BACKGROUND

The Times Beach Nature Preserve is a 50+acre parcel located on Fuhrmann Boulevard in the City of Buffalo. It is an inactive Confined Disposal Facility (CDF) for disposal of contaminated dredge materials that was in use for 4 years and closed in 1976. Times Beach Nature Preserve evolved into a unique habitat and destination bird watching venue on the City’s waterfront. There is a breakwall surrounding the facility as is typical of CDFs. It is important to note the City of Buffalo owns the property, Erie County oversees and maintains the site improvements, and the U.S. Army Corps of Engineers “owns” the breakwall and the contaminated sediments that were deposited in the CDF.

In 2003, Erie County, the City of Buffalo, U.S. Army Corps of Engineers and the NYS Office of Parks, Recreation and Historic Preservation partnered on the design and construction of improvements to provide safe public access to the site. The amenities include over 4000’ of trails and elevated boardwalk, 3 bird watching blinds, interpretive signage and an information kiosk. In addition, significant investments have been made at the site for invasive species eradication and subsequent establishment of native species.

Over the past several years, wind setup and seiche events on Lake Erie and the resultant high-water levels and/or damaging wave action have caused extensive damage to the majority of the boardwalk and have deposited massive debris fields. It is imperative to note that the northwest section of the breakwall is compromised; there is some deterioration, as well as a design deficiency impairing its function. The breakwall is the jurisdiction of the U.S. Army Corps of Engineers and the agency will be restoring it. The condition of the breakwall is contributing to the seiche/storm damage and debris piling up on-site. The debris damaged natural habitat on site, buried portions of the trails and washed onto the roadway as well. In recent years, historically high-water levels in Lake Erie and the lack of Lake Erie ice coverage, have intensified the impact of the wind setup/seiche events necessitating the need for long term and sustainable solutions to protect the ecosystems and habitat present at the site as well as the existing and future public access amenities.

OBJECTIVES

- Assess and document the weather-related risks associated with the site, including consideration of the impact of climate change.
- Utilizing long term, sustainable solutions and strategies that have demonstrated success under similar conditions, identify modifications to the site that will reduce the risk of damage to the existing aquatic, wetland and upland ecosystems, and bird habitat on site.
- Identify options for providing infrastructure, including bird watching blinds, overlooks, paths, boardwalk and fencing, that is resilient to these natural forces and that will allow for safe public use and enjoyment.
- Produce a Resiliency Report based on the above objectives.
- Produce conceptual design sketches and provide cost estimates for the identified resilient infrastructure.

PROJECT

The Erie County Department of Parks, Recreation and Forestry (herein also referred to as “The County”) is seeking proposals for a Resiliency Study that assesses the vulnerability of the Times Beach Nature Preserve’s existing and future public access amenities to damage associated with

wind setup conditions/high lake levels and Lake Erie seiche events. The Resiliency Study will be based on the current (impaired) condition of the breakwall. The U.S. Army Corps of Engineers is solely responsible for all matters concerning the breakwall. Erie County will not be involved in any work related to it.

In general, the work will include:

- Assessing the level of vulnerability, potential extent of inundation and the likely impact(s)/damage.
- Delineating “safe zones” on the site where storm impacts are less likely and where public access amenities can be constructed.
- Recognizing the environmental factors to address when determining proposed solutions and recommendations (i.e. wetlands, contaminated soils, habitat protection).
- Identifying natural and/or engineered solutions to further protect the site from damage to its remaining public access amenities, its habitats and ecosystems, and any future public access improvements/amenities.
- Recommendations for public access infrastructure that is best suited to withstand storm impacts.
- Providing cost estimates for the resiliency measures and recommended public access infrastructure.
- Producing conceptual design sketches to illustrate the resiliency measures and recommended public access infrastructure.
- Preparing a Resiliency Report to include the work above and information to guide future decision-making.

PROPOSED WORK

- A. Attend project kickoff meeting with the County Project Team to discuss the scope of the project, roles, deliverables, schedule.
- B. Collect and review all relevant existing site information provided and field verify to confirm existing conditions. Record existing conditions as necessary to determine the site’s vulnerability to damage associated with wind setup conditions/high lake levels and Lake Erie seiche events, and to create conceptual design sketches for the project.
 - The County will provide applicable existing site information for the Consultant’s use. This includes Site Map, previous Design and Construction Plans, history of development at the site, information/images pertaining to the damage to site amenities that has occurred as a result of wind setup conditions/high lake levels and Lake Erie seiche events, U.S. Army Corps of Engineers reports, and a Times Beach Aquatic Invasive Plant Site Maintenance Guidance and Recommendations Report.
- C. Identify and review additional data/sources of information necessary for the project such as:
 - ECHDC’s Outer Harbor Plan to determine how they addressed vulnerability and site resilience on the remainder of the Outer Harbor.
 - Recent/historic Lake Erie water level data
- D. Following project kickoff, participate in monthly meetings to discuss scope of work and progress. Meetings may be remote or in person. Erie County will schedule the meetings and record the minutes.
- E. Conduct site investigations related to the Resiliency Study which may include modeling, surveying, environmental tasks, etc. that may be necessary for the project.
- F. Deliverables:
 - Resiliency Report (draft and final)

- Conceptual design sketches (draft and final)
- Cost Estimates
- Electronic and one hard copy will be required for each of these items.

EXISTING REPORTS (available upon request):

- Site Map
- U.S. Army Corps of Engineers reports related to contamination
 - Ecological Risk Assessment (2003)
 - Human Health Risk Assessment - Soils and Sediment (2002)
 - Feasibility Study for Public Access to Times Beach, Buffalo, NY (2002)
 - Screening Level Risk Assessment – Soils and Sediment (2001)
 - Upland Soils and Sediment Evaluation (undated)
- Times Beach Aquatic Invasive Plant Site Maintenance Guidance and Recommendations (2018)
- Previous Design and Construction Plans
- History of development at the site
- Information/images pertaining to the damage to site amenities that has occurred as a result of wind setup conditions/high lake levels and Lake Erie seiche events

SCHEDULE

The project shall be completed no later June 30, 2023. This is a firm due date.

FUNDING

This project will be funded by a grant from the Dormitory Authority of the State of New York (DASNY). There is \$ 120,000 - \$ 140,000 in funding available for this project.

GENERAL INFORMATION

This invitation does not commit the County of Erie to accept any proposal, nor does it obligate these entities for any costs associated with preparing or submitting proposal packages.

Respondents are advised that the firm selected must be prepared to perform all services necessary for the successful completion of this project. However, the County may authorize only portions of the work at its discretion. The right to amend the scope of the work and subdivide or combine work is retained. The right to reject any or all proposals is also retained.

AERIAL MAP OF PROPOSED PROJECT AREA:

Times Beach Nature Preserve as originally constructed



EXHIBIT “B”
PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

EXHIBIT “C”
AGREEMENT (DRAFT)

THIS AGREEMENT made the _____ day of _____ 2022
by and between

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

and

**[Insert legal name of the CONSULTANT,], a [insert state, e.g., New York
State, and insert the legal status, e.g. corporation, partnership or limited
liability company, if applicable] having an office and principal place of business
at [insert address]
(hereafter the “Consultant”)**

WITNESSETH:

FIRST: The Consultant shall provide Erie County Department of Parks, Recreation and Forestry services to complete a Resiliency Study Project (the “Project”), as more fully described in Schedule “A”, which is attached hereto and made a part hereof (the “Project”). The Project shall be carried out by the Consultant in accordance with current industry standards and trade practices.

The Consultant expressly agrees that the provisions set forth in the following
schedules:

- | | | |
|------------|---|--|
| Schedule A | – | Scope of Work (Exhibit “A” of this RFP) |
| Schedule B | – | Standard Insurance Certificate |
| Schedule C | – | Time of Completion |
| Schedule D | – | Cost Summary Form |
| Schedule E | – | County of Erie Local Law No. 9-2005 |
| Schedule F | – | Certification Regarding Debarment and Suspension |
| Schedule G | – | Certification Regarding Drug-Free Workplace Requirements |
| Schedule H | – | Certification Regarding Lobbying |
| Schedule I | – | Erie County Equal Pay Certification |
| Schedule J | – | Resolution shall be incorporated into this Agreement as if fully set forth herein. |

A list of key personnel of the Consultant, who shall be responsible for the implementation of this Agreement, is set forth in Schedule “A”. The Consultant shall provide the County with prior written notice of any proposed changes in key personnel, and the Commissioner of Parks, Recreation and Forestry or his/her duly authorized designee (the “Commissioner”) shall have sole discretion to approve or disapprove of any such personnel changes. The Consultant shall report to the County on its progress toward completing the Project, as the Commissioner may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

SECOND: The Consultant shall commence the Project immediately upon written notification from the Commissioner (the “Commencement Date”) and shall be completed no later than within the time frames set forth in Schedule “C”.

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

The Consultant shall complete those specific Project items identified in Schedule “A” by the interim deadlines set forth therein, unless an interim deadline is extended by the Commissioner in writing, subject to any necessary legal approval of such amendment. Timely completion of the Project is of the essence. It is hereby agreed that the Consultant will complete the Project within the time as described in Schedule “C” attached hereto and made a part hereof. It is further agreed that the County may invoke liquidated damages, if any, as set forth in said Schedule “C”, for failure on the part of the Consultant to complete the Project as specified.

The Consultant shall supply sufficient and adequate personnel to assure completion of the Project within the time agreed.

THIRD: For the Project to be performed pursuant to Paragraph “FIRST,” the Consultant shall be paid an amount not-to-exceed [insert amount] (\$[insert numeric amount]) Dollars, in the manner and at the rates set forth in Schedule [“D”] [If there is no Schedule “D”, or if payment provisions are not set out in Schedule “D”, insert a description of how often and when payments will be made and how much of the total will be paid, e.g., “which shall be paid in equal monthly installments”, and delete the rest of this sentence], which is attached hereto and made a part hereof. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Consultant for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Consultant on properly executed payment vouchers of the County and paid only after approval by the County. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Consultant prior to completion of all Project and the approval of same by the County.

The Consultant shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Project, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Consultant, exceed the not-to-exceed amount set forth above.

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

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

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

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

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

(b) In the event the County determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Consultant of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Project provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Consultant. Without limiting the foregoing, upon written notice to the Consultant,

repeated breaches by the Consultant of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

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

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

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

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

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

Notwithstanding the foregoing, all deliverables created under this Agreement by the Consultant are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

ELEVENTH: The Consultant shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Consultant shall not subcontract any part of the Project without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Project under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that sub-consultants are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Consultant that for the purposes of this Agreement, all Project performed by a County-approved subcontractor shall be deemed Project performed by the Consultant and the Consultant shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

Notwithstanding the above, the parties hereto acknowledge and agree that, at the time of execution of this Agreement, the following sub-consultants have been approved to provide services for the named purpose(s) in connection with this Agreement: **[insert sub-consultant(s) name(s), address(es) and purpose(s)]**.

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

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

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

Troy Schinzel, Commissioner
Department of Parks, Recreation and Forestry
95 Franklin Street – Rm. 1260
Buffalo, New York 14202

with a copy to:

Kristin Fitzgerald
Department of Parks, Recreation and Forestry
95 Franklin Street, Room 1260
Buffalo, New York 14202

To the Consultant:

FIFTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

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

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

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

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

part hereof. In addition, the Consultant agrees to sign the certifications regarding Drug Free Workplace and Lobbying, attached hereto as Schedules “H” and “I”, and made a part hereof.

TWENTY: The Consultant shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Schedule “J” and made a part hereof. The Consultant shall make such records available, upon request, to the County’s Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Consultant, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency’s compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014) , may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Consultant is not qualified to participate in future County contracts.

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

TWENTY-SECOND: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

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

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

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

THE COUNTY OF ERIE

BY: MARK POLONCARZ/LISA M. CHIMERA
TITLE: County Executive/ Deputy County Executive

ADDRESS: 95 FRANKLIN STREET
BUFFALO, NY 14202

DATE:

CONSULTANT

By:_____

Name:_____

Title:_____

Date:_____

Witness:

RECOMMENDED BY:

JAMES McDONALD
Deputy Commissioner
Department of Parks, Recreation and Forestry
Erie County, New York
DATE: _____

APPROVED AS TO CONTENT:

TROY SCHINZEL
Commissioner, Department of
Parks, Recreation and Forestry
Erie County, New York
DATE: _____

APPROVED AS TO FORM

KRISTIN WALDER
Assistant County Attorney
Erie County, New York
DOCUMENT NO.:_____
DATE: _____

Comm.
Date:

Schedule "A"
SCOPE OF WORK

See Exhibit "A" of this RFP

SCHEDULE "B"

STANDARD INSURANCE CERTIFICATE



County of Erie Standard Insurance Certificate

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

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

PRODUCER	CONTACT NAME	
	PHONE (A/C No. Ext)	FAX A/C No.
INSURED	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS COMP/OP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU TORY LIMITS: \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

County of Erie 95 Franklin St Buffalo NY, 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

Dept. Envir. & Planning Div. Sewerage Mgmt.

All operations with Erie County DEP/DSM

"C"

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is VIII. required.
- IX. Waiver of Subrogation: Required on all lines unless noted
- X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law
Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

- XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

SCHEDULE “C”

TIME OF COMPLETION

AGREEMENT FOR CONSULTANT SERVICES

A. Time Schedule

The consultant shall complete the work as listed in Schedule A of this Agreement by June 30, 2023.

B. Liquidated Damages

If through the actions or omissions of the Consultant, the Report work is not completed within the time frames stated above the Consultant shall refund Erie County an amount equal to ten percent (10%) of the total amount billed for the Report work which shall be payable in cash within sixty (60) days or charged against billings outstanding.

SCHEDULE "D" COST SUMMARY FORM

COST SUMMARY FORMAT FOR SUBAGREEMENTS

PART I - GENERAL

1. OWNER	2. PROJECT NO.
3. NAME	4. DATE OF PROPOSAL
5. ADDRESS (Include Zip Code)	6. TYPE OF SERVICE TO BE FURNISHED

PART II - COST SUMMARY

7. DIRECT LABOR (specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATE D COST	TOTALS
8. INDIRECT COSTS (specify indirect cost pools)	RATE	x BASE	ESTIMATE D COST	
9. OTHER DIRECT COSTS			ESTIMATE D COST	

b. EQUIPMENT, MATERIALS, SUPPLIES (specify categories)	QTY.	COST	ESTIMATE D COST	
c. SUBCONTRACTS			ESTIMATE D COST	
d. OTHER (specify categories)			ESTIMATE D COST	

PART III - PRICE SUMMARY		
13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES (Indicates basis for price comparison)	MARKET PRICE(S)	PROPOSED PRICE
PART IV - CERTIFICATIONS		
14. SERVICE PROVIDER:		
14a. HAS A FEDERAL, AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS? <input type="checkbox"/> YES <input type="checkbox"/> NO (If YES, give name address and telephone number of reviewing office)		
14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES		
14c. This proposal is submitted for use in connection with and in response to: (1) _____ . This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current and accurate as of (2) _____ and that a financial _____ management capability exists to fully and accurately account for the financial transactions		

under this project. I further certify that I understanding that the subagreement price may be subject to renegotiation and/or recoupment where the above costs and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the above date.

(3) _____ (4)
DATE OF EXECUTION

SIGNATURE OF PROPOSER

TITLE OF PROPOSER

15. OWNER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

SCHEDULE "E"
COUNTY OF ERIE LOCAL LAW NO. 9-2005

RECEIVED
ERIE COUNTY LEGISLATURE
COUNTY OF ERIE
LOCAL LAW NO. 9 2005 JUL -b P 1:10
LOCAL LAW INTRO NO. 8 2005
PRINT NO. 2

A LOCAL LAW in relation to the utilization by the County of Erie of minority-owned businesses and woman-owned businesses for professional, technical or other consultant services.

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:

Section 1. Short Title. This local law shall be known as the Erie County MBE/WBE Utilization Commitment Act.

Section 2. Legislative Intent. As a direct result of Local Law #1, of 1987 the County of Erie has significantly increased its utilization of businesses owned by minority group members and women, and especially locally owned and operated businesses, on construction contracts and has thereby significantly enhanced the opportunities and entrepreneurial skills of minority group members and women in Erie County. The growth and development of such businesses have a substantial positive impact on the economic health of the County. The County's utilization of minority and women-owned professional, technical and other consultant services, such as in the areas of law, finance, information technology, accounting and engineering, outside of construction projects, has not achieved the same level of success, notwithstanding the increased growth of minority and women owned business and firms in these areas and professions.

Section 3. Definitions: For the purposes of this local law, the following terms shall have the following meanings:

A. Minority-Owned Business Enterprise (MBE) shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly-owned business, at least fifty-one percent (51%) of all stock is owned by minority group members, with such ownership certified by the Erie County Office of Equal Employment Opportunity and who is doing business and maintains an office in the County of Erie. For the purposes of this paragraph, minority group members are citizens of the United States who are African American, Hispanic, Asian-American and Native American (American-Indian).

B. Women-Owned Business Enterprise (WBE) shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by a woman or women or, in the case of publicly-owned business, at least fifty-one percent (51%) of all stock is owned by a woman or women, with such ownership certified by the Erie County Office of Equal Employment Opportunity and who is doing business and maintains an office in the County of Erie.

C. Department shall mean every County Department, Agency or Administrative Unit, , including but not limited to the County Executive, the Legislature, Sheriff's Department, Comptroller's Office, County Clerk's Office and District Attorney's Office.

Section 4. Minority And Women-Owned Business Enterprise Utilization Commitment

(A) Every Department shall annually prepare and implement a written plan for the utilization of bona-fide minority and women-owned businesses on County contracts let by or on behalf of such Department for professional, technical, or other consultant services. The plan must include a goal of awarding to MBE's, directly or through subcontracts, in each fiscal year, at least fifteen percent (15%) of the total value of all contracts intended to be let by the Department and a goal of awarding to WBE's at least five percent (5%) of the total value of all contracts intended to be let by the Department. The plan shall be submitted to the Erie County Division of Equal Employment Opportunity for review and approval by September 15th, preceding the calendar year covered by such plan.

(B) If the Department determines that the goals set forth in Section 4 (A) cannot be met, the Department's annual plan must include a justification why the policy goals are unobtainable. The written justification must include the Department's reasonable good faith efforts to meet the utilization goals and which may include the utilization of minority and women professionals in non-minority and non-women owned businesses.

(C) The County Executive must submit a summary of each Department's plan pursuant to this local law to the Legislature simultaneously with the annual proposed Budget. The plans are not to be considered as a part of the proposed budget.

Section 5. Reporting

A. Every Department shall prepare and submit an initial plan by September 15, 2005 that will cover the period January 1, 2006 to December 31, 2006. Annual plans, including the initial plans, will be modified as appropriate to reflect the Department's final adopted budget for the applicable year and subsequent modifications to the Department's budget during the applicable year.

B. On or before the 30th day of April, and quarterly thereafter, each Department head shall prepare a status report in such standard form as shall be periodically established by the Division of Equal Employment Opportunity, on the implementation and results of its utilization of minority owned business and women owned businesses during the three-month period ending one month before the due date of the report. Each report shall be submitted to the Division of Equal Employment Opportunity. Failure by any Department to submit any reports required by this section shall be grounds for discipline by the County Executive, except that for those Departments whose head are elected, the legislature shall determine the appropriate remedy for non-compliance with of the provisions of this law.

C. As evidence of a Department's good faith efforts to attain the goals set forth in its annual policy, a Department seeking approval by the Legislature of a matter which may involve the utilization by the County of professional, technical or other consultant services, must attach to each such request, a copy of its current status report on its policy goals.

D. The Division of Equal Employment Opportunity shall: (1) monitor the achievement of the annual goals established by each Department and (2) prepare a quarterly report on each Department's goal achievement, including each Department's good faith efforts to each those goals. The report shall be submitted to each Department that submitted a report, the County Executive, the Department and the Legislature.

E. Reasonable efforts shall include, but not limited to:

1. Utilizing a source list of MBEs and WBEs;
2. Solicitation of bids, RFQS and RFPs from WBEs and MBEs
3. Providing MBEs and WBEs sufficient time to submit proposals in response to solicitations;
4. Maintaining records showing utilization of MBEs and/or WBEs, as well as the specific efforts to identify and utilize these companies;
5. Causing its prime contractors to enter into sub-contracts with MBE/WBE firms, if appropriate and feasible, to effectuate the policy goal set forth herein;
6. Building the capacity of local and regional MBE and/or WBE firms to provide quality technical and professional services.

F. The Division of Equal Employment Opportunity shall prepare an annual report to the County Executive and the Legislature on the compliance of Departments with the requirement of this law.

Section 6. Applicability to contractual agreements for professional, technical or other consultant services. Notwithstanding any other application, this local law shall apply to any and all contractual agreements for professional, technical or other consultant services made in accordance with Section 19.08 of the Erie County Administrative Code. Waiver of Section 19.08, in accordance with the Erie County Legislature's authority to make a finding of necessity that the special service or skill must be provided immediately, or a determination that the procedure is impracticable, shall not constitute waiver or inapplicability of the provisions of this local law.

Section 7. Effective Date. This Local Law shall take effect immediately upon filing with the Secretary of State pursuant to Section 27 of the New York State Municipal Home Rule Law.

GEORGE A. HOLT, JR.

DEMONE SMITH

ALBERT DEBENEDETTI

LYNN M. MARINELLI

SCHEDULE "F"
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

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

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

Date: _____

Signature

Title

Organization

SCHEDULE "G"
Certification Regarding
Drug-Free Workplace Requirements
Grantees Other Than Individuals

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

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

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

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

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;
- and,

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

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

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

Organization

Authorized Signature	Title
Date	

SCHEDULE “H”

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member 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.

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

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

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

Organization

Authorized Signature Title

Date

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

SCHEDULE "I"

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____
COUNTY OF _____ SS:

A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

_____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____

Day of _____, 2022