

**COUNTY OF ERIE**

**NOTICE OF FUNDING AVAILABILITY (NOFA)  
& REQUEST FOR PROPOSALS (RFP)**

**RFP# 2024-031VF**

**AFFORDABLE MULTI-FAMILY HOUSING  
DEVELOPMENT**

**Using the American Rescue Plan Act (ARPA)  
Coronavirus State and Local Fiscal Recovery Funds (SLFRF)**



# **Notice of Funding Availability (NOFA) & Request for Proposals (RFP)**

## **Affordable Multi-Family Housing Development**

**Issue Date:  
May 20, 2024**

**Issuing Agency:  
Erie County Environment and Planning Department  
95 Franklin Street  
Buffalo, New York 14202**

### **Background**

The Erie County Department of Environment and Planning (ECDEP) is now accepting applications for American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery (SLFRF) Funds for development of affordable multi-family housing within Erie County.

Funding continues to facilitate the acquisition, construction, and/or rehabilitation of multi-family affordable housing opportunities, with an additional focus and priority for projects that: are spearheaded by new and emerging developers; seek adaptive reuse of vacant and/or dilapidated sites; and finally, are mixed-income projects that seek to blend market-rate and affordable housing options, thus creating a more diverse community setting.

\$1,000,000 has been reserved for engagement.

### **Request for Proposals**

ECDEP is seeking Proposals from qualified nonprofits, cooperatives, and/or housing developers interested in the acquisition, construction, and/or rehabilitation of affordable rental, owner-occupied, or mixed-use multi-family housing within Erie County. Potential projects must align with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule ([31 CFR Part 35, RIN 1505-AC77](#)). Successful development partners will ensure compliance with local and federal regulations, while seeking to expend ARPA-SLFRF resources in the most effective, efficient, and equitable manner possible. More information about ARPA-SLFRF funding guidance for affordable housing projects can be found online at: [U.S. Treasury ARPA and SLFRF Resources](#).

## **Application Period**

Proposals will be accepted on a rolling basis through **June 14, 2024**.

## **Eligible Applicants**

Developers, community development corporations, not-for-profits, and other qualified housing providers looking to expand the supply of quality affordable housing are encouraged to apply. This also includes emerging developers with significant and relevant local community involvement.

## **Eligible Activities**

All development activities such as acquisition, construction, and/or rehabilitation of affordable rental or owner-occupied housing in Erie County are eligible expenses, including soft costs associated with said development. Please note that “owner-occupied housing” encompasses new units of multi-family housing, such as duplex units or townhomes. Single-family housing is not eligible under this RFP.

## **Funding Availability**

\$1,000,000 in ARPA-SLFRF funding is available. There is no minimum or maximum grant amount that can be requested in response to this Notice. Funding allocations will be dependent on the quality and quantity of responses.

Erie County ARPA-SLFRF funds may pay for up to 100 percent of the following eligible costs associated with ARPA-SLFRF rental/owner-occupied units:

- Development hard costs include the actual cost of constructing and rehabilitating housing to meet applicable property standards. Eligible development costs also include site improvements, utility connections and costs to construct or rehabilitate laundry and community facilities located within the same building as the ARPA-SLFRF housing; and
- Acquisition costs of improved or unimproved real property; and
- Related soft costs, including reasonable and necessary costs incurred by the developer or project owner associated with the financing, development, acquisition, or rehabilitation of ARPA-SLFRF rental/owner-occupied housing.

## **Target Populations**

ARPA-SLFRF funds are intended for the primary benefit of individuals or families in the following income qualifying categories:

1. Renters earning no greater than 80% AMI, with an affordability period of a minimum of 20 years.

2. Owner-occupied unit buyers earning no greater than 80% AMI, with an affordability period of a minimum of 20 years.

## **Project Requirements**

- Eligibility and Income Certification for Rental Projects: Projects must confirm potential tenants' status as a qualifying population, earning no greater than 80% AMI, based on annual household income at initial occupancy. Tenant household income must then be recertified on an annual basis for period of affordability.
- Eligibility and Income Certification for Owner-Occupied Projects: Projects must confirm potential home buyers' status as a qualifying population, earning no greater than 80% AMI, based on annual household income at time of application, and then again at the time of purchase.
- Property Standards: Must meet current NYS and local building codes, including NYS requirement for all-electric construction of new buildings.
- Rental Limitations: The ARPA SLFRF rent may not exceed 80% AMI rent limits for the duration of the affordability period.
- Tenant Selection and Referral Methods: ARPA SLFRF project grantees will take referrals from multiple sources and will maintain a referral list open to all income qualifying populations. Applicants must then be accepted in chronological order regardless type of qualifying population. Once awarded, projects must submit a *Tenant Selection Plan* to the County which will outline how project developers plan on soliciting tenant application from all qualifying populations.
- Marketing and Homebuyer Counseling: For homebuyer activities, applicants will be responsible for marketing homes for sale, securing an income-eligible homebuyer, and providing homebuyer counseling for said buyer. Prospective buyers will be required to receive a minimum of eight hours of home buyer counseling.
- Environmental Review: Developer to complete NYS SEQR and Federal NEPA environmental review prior to project commencing.
- Fund Expenditure: Funds for this project need to be spent expediently. As per ARPA SLFRF guidelines, funding must be committed by December 31, 2024, and **expended by December 31, 2026**. It is expected that successful proposers begin the development process within a short turnaround from funding award.
- Reporting: Successful proposers will be required to submit status reports to the County. Any additional ARPA SLFRF reporting requirements will be discussed at time of contract execution.

## **Project Funding Priorities**

1. Organizational Experience and Capacity (Includes Emerging Developers)
  - Demonstrate organizational capacity to develop affordable housing within the established timeline and, if rental, to properly manage the property through the affordability period.
  - Emerging developers, having limited prior affordable development history but possessing strong community engagement and ties, are also encouraged to apply. ARPA funding seeks to increase the capacity of such new developers and build skills that are replicable for future affordable development projects.
2. Project Readiness
  - Demonstrate ability to commence the project no later than January 1, 2026 with construction complete and all required completion documents submitted to County staff by December 31, 2026.
  - Developer has site control of the Project Property for construction.
3. Underwriting and Coordinated Investments
  - Demonstrated financial feasibility and long-term sustainability of the project without the need for additional subsidy through the end of the affordability period. Preference for projects with full financial commitments and leveraged investments.
4. Commitment to all Compliance Requirements
  - Demonstrated commitment to meet all compliance requirements.
  - Rental projects must commit to accepting Housing Choice Vouchers (Section 8) and participating in any current or future County-funded rental assistance programs identified by the Department of Social Services.
  - Rental projects must provide an eviction prevention plan as an attachment to their proposals.
5. Diversity in Housing
  - Promote economic diversity for the community by incorporating both market rate and affordable housing components within development. Combining both provides a diverse range of housing options to accommodate needs of residents across various income levels.
6. Adaptive Reuse
  - Creative and adaptive reuse of former sites that have since been abandoned, but can be repurposed into quality, affordable housing for surrounding neighborhoods.

**Funded Projects must be completed by December 31, 2026**

## **Proposal Contents**

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. Proposer shall complete attached application and also include, at minimum, the following components:

- A. **Project description:** Provide a thorough description of proposed project, including location/address, type of project, type of construction/rehabilitation, qualifying population served, number of SLFRF Project units as well as total number of units in development, description of surrounding neighborhood (priority given to projects located near to local community resources, transit, and/or public services), any wrap around or support services proposed, and any other relevant information.
- B. **Applicant Eligibility:** Clearly identify the eligible agency submitting the proposal. Non-profits should include proof of their tax-exempt status.
- C. **Budget:** Include budget breakdown of hard and soft costs, as well as other sources of funding committed or being sought.
- D. **Project Team/Organizational Structure:** The proposal shall list all individuals who will work on the project and include resumes for all. Clearly identify the Project Manager for this engagement. Please note that multiple entities may work together as a comprehensive project team to apply under this RFP. All entities should be clearly identified, as well as designating the lead entity and point of contact.
- E. **Experience and Qualifications:** Successful proposals should clearly demonstrate the experience and capacity of the proposer to complete the project in a timely manner. The proposer should describe relevant experience, specifically as pertains to development of affordable housing, homebuyer assistance and counseling. A description of the organization's management experience in affordable home construction should also be included. Proposals should share comparable projects that have been completed in recent years, or are currently underway. New and emerging developers should include a statement on their unique approach to the proposed development and how they intend to see it through to completion.
- F. **Project Approach/Design:** Description of project design, project rent structure, homebuyer screening if pursuing multi-family homebuyer, and terms of affordability.
- G. **Evidence of MBE/WBE Participation:** If proposer is a Certified M/WBE Enterprise, include Erie County Certification Letter with proposal.

## **Scoring Criteria**

All proposals timely received and complete will be evaluated and ranked by a three (3) to five (5) person selection committee. The evaluation is based on the written proposals using a numerical score sheet related to the subsequent selection criteria. Please note that the following selection criteria are provided to assist proposers and are not meant to limit other considerations which may become apparent during the course of the selection process.

1. New/Emerging Developers. ARPA funding seeks to increase the capacity of such new developers and build skills that are replicable for future affordable development projects (Up to 20 Available Points)
2. Strategic Location of proposed development. Proximity to public transit, neighborhood services/amenities, employment centers, and creative/adaptive reuse of existing building (Up to 15 Available Points)
3. Qualifying Population Served. Additional supportive services included, targeted populations, family units, etc... (Up to 15 Available Points)
4. Project Budget/Readiness. Evidence of commitments from other funding sources, cost per unit reasonableness, construction timeline, outreach to surrounding neighborhood/community input. (Up to 20 Available Points)
5. Overall Quality of Application. Completeness, project presented in clear manner, innovative design elements. (Up to 15 Available Points)
6. MBE/WBE Participation. (Up to 15 Available Points)

## **Proposal Submission and Further Questions**

Any questions on this RFP should be directed to:

Ms. Monica Boutin, Project Coordinator  
Erie County Department of Environment and Planning  
(716) 858-4942  
[Monica.Boutin@erie.gov](mailto:Monica.Boutin@erie.gov)

### **Proposal Submission**

Submit (1) original and (3) copies to Ms. Boutin at the below address. Please clearly label your response “RFP # 2024-031VF - Sealed Proposal for ARPA Affordable Rental Housing”. Late

proposals will not be accepted. All proposals must be received **on or before 4:00 pm on June 14, 2024.** No electronic copies of the application will be accepted.

**Applications Shall be delivered to (hand delivery or USPS):**

Ms. Monica Boutin  
Project Coordinator  
Erie County Dept. of Environment & Planning, Room 1057  
95 Franklin Street  
Buffalo, NY 14202

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.

**Miscellaneous Information**

Small and/or Minority-Owned Businesses

Efforts will be made by ECDEP to utilize small businesses and women- and/or minority-owned businesses.

Notification of Award

Proposals may be awarded on a rolling basis.

Timeframe for Work

Construction and sale of homes shall be completed by December 31, 2026.

Erie County Insurance Requirements

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 “A.”

**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, the Erie County Fiscal Stability Authority, 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 enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- 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 a 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.

### **Contract**

After selection of the successful proposer, a formal written contract 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.**

The term of the contract shall be for a three (3) year period commencing upon contract execution by both parties. The County, in its sole discretion may extend the agreement beyond its initial term for up to one (1) additional 1-year period at the same prices and conditions.

### **Indemnification & 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:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

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 “A.”**

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 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 in 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.

## **APPLICATION**

*See “Additional Files” for fillable Word version of  
Application*

## Part A – Applicant Organization Information

|   |   |  |  |
|---|---|--|--|
| Applicant Organization:<br>(Legal Name)   |   |  |  |
| Entity Type:<br>(Check all that apply)  | <input type="checkbox"/> For Profit<br><input type="checkbox"/> Non-Profit<br><input type="checkbox"/> Government | <input type="checkbox"/> Authority<br><input type="checkbox"/> Corporation<br><input type="checkbox"/> LLC | <input type="checkbox"/> Joint Venture<br><input type="checkbox"/> Association<br><input type="checkbox"/> _____ |
| Contracting Organization:<br>(Legal name of contracting entity)   |   |  |  |
| Years in Operation:   |   |  |  |
| <b>Required Organizational Documents</b><br>(submit as attachments, if applicable)  |   |  |  |
| <input type="checkbox"/> IRS 501(c)(3) Letter for Non-Profits. File name to include “App IRS”<br><input type="checkbox"/> Articles of Incorporation. File name to include “App Articles”<br><input type="checkbox"/> Proof of Liability Insurance. File name to include “App Insurance”<br><input type="checkbox"/> Copy of SAM.gov entity overview. File name to include “App SAM” |   |  |  |

|  |  |
|--|--|
| <b>Application Contact</b><br>(Person that County staff will contact for all communication about this application) |  |
| Contact Person:  |  |
| Address:   |  |
| City, State, Zip:  |  |
| Phone:   |  |
| Email:   |  |
| Website:   |  |

## Part B – Project Overview

| <b>Project Overview</b>   |  |
|---|--|
| Project Name:   |  |
| Applicant Organization:   |  |
| Project Address:  |  |
| Land/Building Acquisition Cost:                                       |  |
| Project Soft Cost:  |  |
| Total Project Development Cost:                                       |  |
| Total ARPA Funds Requested:   |  |
| Total of Other Funds (by Source):                                     |  |
|   |  |
|   |  |
| Total Number of Units in Project Development:                         |  |
| Total Number of Units to be Funded with Erie County ARPA-SLFRF Funds: |  |
| <b>Project Summary</b><br>(100-word short summary)                    |  |
|   |  |

## Part C – Project Description

### Project Narrative

Please submit a short, numbered narrative explaining the following:

1. Description of proposed project, including location/address, type of project, type of construction/rehabilitation, qualifying population served, total number units (number affordable units).
2. Description of plan to meet all project requirements listed in Target Population section.
3. Description of surrounding neighborhood (priority given to projects located near to local community resources, transit, and/or public services), any wrap around or support services proposed, and any other relevant information.
4. Description of project design, project rent structure, and terms of affordability.
5. Include budget proposal with breakdown of hard and soft costs, as well as other sources of funding committed or being sought.
6. Describe how your organization will reach out to racial and ethnic minority groups, persons with disabilities, families with children, and persons who may not otherwise learn of this opportunity for affordable housing. Project must comply with all applicable federal and state laws on fair housing and housing accessibility.

### Photos as Attachments

Please submit the following as attachments with files named by the Project Property Address. Google street view are not acceptable images.

- Current photos (within the last month) of the project site from each cardinal direction.
- For Rehab Projects – photos of exterior and interior of the building.
- For projects with demolition – photos of exterior of building. File name must include “demolition photos”.
- Aerial photograph of each project site, adjacent properties, and property lines identified. One photo can be submitted with all properties identified, if project properties are close. Google images are acceptable. File name must include “aerial”.



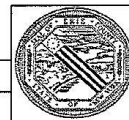
## Part D – Project Readiness

Complete the below project timeline indicating the number of units that will be at each major development milestone in each month of the years 2024 and 2025. The blank categories are for other milestones you wish to indicate as part of your plan.

| Project Timeline   |     |     |     |     |     |     |     |     |     |     |     |     |
|--------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 2024               | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Site Acquired      |     |     |     |     |     |     |     |     |     |     |     |     |
| In-Spec Process    |     |     |     |     |     |     |     |     |     |     |     |     |
| Bid Process        |     |     |     |     |     |     |     |     |     |     |     |     |
| Demolition Work    |     |     |     |     |     |     |     |     |     |     |     |     |
| Under Construction |     |     |     |     |     |     |     |     |     |     |     |     |
| Completed Const.   |     |     |     |     |     |     |     |     |     |     |     |     |
| Completed Inspect. |     |     |     |     |     |     |     |     |     |     |     |     |
| Lease/Sale Units   |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |
| 2025               | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Site Acquired      |     |     |     |     |     |     |     |     |     |     |     |     |
| In-Spec Process    |     |     |     |     |     |     |     |     |     |     |     |     |
| Bid Process        |     |     |     |     |     |     |     |     |     |     |     |     |
| Demolition Work    |     |     |     |     |     |     |     |     |     |     |     |     |
| Under Construction |     |     |     |     |     |     |     |     |     |     |     |     |
| Completed Const.   |     |     |     |     |     |     |     |     |     |     |     |     |
| Completed Inspect. |     |     |     |     |     |     |     |     |     |     |     |     |
| Lease/Sale Units   |     |     |     |     |     |     |     |     |     |     |     |     |
|                    |     |     |     |     |     |     |     |     |     |     |     |     |

**SCHEDULE A**  
**ERIE COUNTY INSURANCE REQUIREMENTS**

**County of Erie Standard Insurance Certificate**



LAW-1 INS (Rev. 3/06)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.

|   |  |
|---|--|
| <b>I</b><br>Insured Name<br>Address<br>Zip<br>Phone No. | <b>III Companies Affording Coverages</b><br>A<br>B<br>C<br>D |
|---|--|

**IV** This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

| Indicate Type of Insurance By Checking the Box  | Policy Number | Effective Date & Expiration | Limits of Liability in Thousands  |            |           |
|---|---------------|-----------------------------|---|------------|-----------|
|   |               |                             | Check the Box   | Occurrence | Aggregate |
| <b>Company Letter -</b><br>from III above<br><b>1. General Liability</b><br><input type="checkbox"/> Comprehensive Form<br><input type="checkbox"/> Premises and Operations<br><input type="checkbox"/> Products/Completed Operations<br><input type="checkbox"/> Independent Contractors<br><input type="checkbox"/> Contractual<br><input type="checkbox"/> Personal Injury<br><input type="checkbox"/> Broad Form Property Damage<br><input type="checkbox"/> Explosion, Collapse<br><input type="checkbox"/> Underground Hazard |               |                             | <input type="checkbox"/> Bodily Injury<br>Property Damage<br><br>OR<br><input type="checkbox"/> Combined Single Limit |            |           |
| <b>2. Automobile Liability</b><br><input type="checkbox"/> Comprehensive Form<br>OR<br><input type="checkbox"/> Schedule Form<br><input type="checkbox"/> owned<br><input type="checkbox"/> hired<br><input type="checkbox"/> non-owned   |               |                             | <input type="checkbox"/> Bodily Injury<br>Property Damage<br>OR<br><input type="checkbox"/> Combined Single Limit     |            |           |
| <b>3. Excess Liability</b><br><input type="checkbox"/> Umbrella Form<br>OR<br><input type="checkbox"/> other than umbrella<br><input type="checkbox"/> auto <input type="checkbox"/> general<br><input type="checkbox"/> both   |               |                             | Bodily Injury & Property<br><br>Damage Combined \$ _____<br><br>Self Insured Retention \$ _____                       |            |           |
| <b>4. Worker's Compensation &amp; Employer's Liability Disability Benefits</b>  |               |                             | Statutory<br><br>Statutory  |            |           |
| <b>5. Other</b><br><input type="checkbox"/>   |               |                             |   |            |           |

**V. County of Erie is included as an additional Insured under the following Policy numbers:**

**VI. Description of Operations:** It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

**VII. Cancellation/Non-Renewal:** Should any of the policies noted above be cancelled before expiration thereof or not renewed by the Insured, the issuing company will endeavor to mail \_\_\_\_\_ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

|   |  |
|---|--|
| <b>VIII. Name and Address of Certificate Holder &amp; Recipient of Notice:</b><br>County of Erie<br>c/o Department of Law<br>95 Franklin Street, Room 1634<br>Buffalo, NY 14202<br>716-858-2200 | Date Issued _____<br>Auth. Representative _____<br>Firm name & address _____<br>_____<br>_____ |
|---|--|

**FOR COUNTY USE ONLY:**

|   |       |
|---|-------|
| Name of County Dept. Requesting Certificate | _____ |
| Purchase Order or Contact Number            | _____ |
| Vendor Insurance Classification             | _____ |

## Updated County of Erie Insurance Requirements – 2022

### 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<br>Construction and Maintenance | B<br>Purchase or Lease of Merchandise or Equipment | C<br>Professional Services       | D<br>Property Leased To Others Or Use Of Facilities Or Grounds | E<br>Concessionaires Services    | F<br>Livery Services             | G<br>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                      |  |                                  |                                  |   |
| <b>Erie County, To Be Named Additional Insured</b> | 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-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is 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.