



721 Main Street
Buffalo, NY 14203

Request for Proposals

Design, Fabrication, and Installation of Buffalo Blueway Site
Elements
City of Buffalo, Erie County, New York

March, 2019

REQUEST FOR PROPOSALS FOR:

Design, Fabrication, and Installation of Buffalo Blueway Site
Elements
City of Buffalo, Erie County, New York

REQUESTED BY:
Buffalo Niagara Waterkeeper
721 Main Street
Buffalo, NY 14203
(716)852-7483
www.bnwaterkeeper.org

March, 2019

Jill Jedlicka, Executive Director
Renata Kraft, RLA, Deputy Executive Director
Katherine Winkler, Director of Waterway Revitalization



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I. INTRODUCTION

A. INVITATION TO SUBMIT PROPOSALS

Buffalo Niagara Waterkeeper (BNW) is a community-based, not-for-profit organization that leads the Western New York region's effort to safeguard water resources for present and future generations and connect them to the water. BNW received funding from New York State's Empire State Development (ESD) to create and enhance water-based public access sites along the Buffalo Blueway which includes the Buffalo River, Lake Erie and the Black Rock Canal in Buffalo, NY.

The Buffalo Blueway project will enhance, expand and create public access facilities along Buffalo's waterfront to encourage paddling, boating, fishing, and passive recreation. These improved public access areas will connect the water-based Blueway trail system to landside Greenway trail systems.

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiation for a qualified vendor (Vendor) to provide the design, fabrication, and installation of a variety of industrial steel themed waterfront site elements at multiple Blueway locations.

Proposed site elements include, but are not limited to: metal public access facility trail markers featuring the Buffalo Blueway logo ("Blueway Markers"), metal landside "Beacons", custom interpretive and wayfinding signs and/or signage frame/bases, custom benches, and other potential fabricated elements, as required, for no less than two, and up to twelve sites over the next three years.

This project has a goal of 30% inclusion of New York State certified Minority and Women Owned Business Enterprises (MWBE) and encourages New York State certified MWBE entities to apply. BNW further encourages Vendors to include MWBE entities on their project teams at the same 30% goal. Vendors must utilize and document their Good Faith Efforts to retain MWBE entities as required by 5 NYCRR 142.8.

With this solicitation, BNW intends to award one contract and does not anticipate awarding to multiple Vendors. However, BNW reserves the right to make multiple or partial awards if it is in the best interest of the project. All work performed for BNW must be accomplished with the protection of water resources and the environment in mind.

B. VENDOR SERVICES SUMMARY

The objective of this Request for Proposal (RFP) is to secure the services of a Vendor to provide the design, fabrication and installation of industrial steel themed waterfront site elements on up to twelve different sites along the Buffalo River, Lake Erie and Black Rock Canal.

1. Initial Services/Site Elements



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After an initial kick-off meeting, and visit to the sites with BNW, the Vendor will begin immediately with the element designs. Upon approval of designs from BNW, the Vendor will then proceed with fabrication and installation of site elements at three sites on the Buffalo Blueway (RiverWorks, Mutual Riverfront Park, and Wilkeson Point) with a firm completion date of May 31, 2019. See Attachment A for Site Locations. The pricing proposal for these initial elements will serve to determine the basis of cost for future similar elements.

Initial site elements will include:

a. **Blueway Markers**

Two Blueway Markers, one to be installed at Mutual Riverfront Park and one at Wilkeson Pointe. The Markers are intended to be fabricated out of steel and be replicas of the prototype installed at RiverWorks in 2018 (see photos in Figures 1 and 2 below). In coordination with BNW, Vendor is expected to propose modifications to the prototype to best fit the locations (size, base, installation method, etc.) The marker at Mutual Riverfront Park (Figure 3) is anticipated to be installed on a gravel plaza deck behind a concrete seawall and the marker at Wilkeson Pointe (Figure 4) is anticipated to be installed on top of the existing steel paddle craft launch frame. Vendors are encouraged to view the prototype Blueway Marker installed on the RiverWorks dock which is open to the public.



Figure 1- Marker Prototype



Figure 3 - Anticipated Location at Mutual Riverfront Park



Figure 2 - Marker Prototype Base



Figure 4 - Anticipated Location at Wilkeson Pointe



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b. Interpretive Sign Frames and Bases

Three steel sign frames and bases to accommodate 24" x 36" interpretive signs (actual signs to be provided) similar to those shown in the picture below are to be installed (one per site) at Buffalo RiverWorks, Mutual Riverfront Park, and Wilkeson Pointe. The frames will be uniform in design per site, however the Vendor is expected to modify the bases, as needed, dependent upon the site conditions and installation locations. It is anticipated that bases will be installed on concrete at RiverWorks and will need to be embedded into the ground at Mutual Riverfront Park and Wilkeson Pointe. Vendors are also encouraged to view the industrial steel interpretive sign frames/bases located on the public right-of-way along Ohio Street.



Figure 5 - Sign to be used as model



Figure 6 - Back of Sign to be used as model

c. Water-Facing Signs

In close coordination with BNW and our marketing team, the Vendor will design two steel water-facing signs featuring the Buffalo Blueway logo to be affixed to railings at Mutual Riverfront Park and one at Wilkeson Pointe. The Vendor is expected to determine the size of the signs and the appropriate mounting method.

d. Medallions

In close coordination with BNW and our marketing team, the Vendor will design and install six steel medallion-type signs featuring the Buffalo Blueway logo to be affixed to the six existing aluminum paddle craft storage racks at RiverWorks.



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Figure 7 - Example Kayak Storage Rack and Medallion Mounting Location

2. Additional Services

If the Vendor's performance in the design, fabrication and installation of the initial site elements is satisfactory to BNW, then BNW reserves the option to extend the Vendor contract for site elements at additional Blueway site locations through the end of 2021. Additional locations include but are not limited to:

- Heritage Discovery Center
- NYSDEC Ohio Street Boat Launch/Buffalo Scholastic Rowing Association
- Higgins Park
- Seneca Bluffs
- Red Jacket Park
- LaSalle Park

Additional elements will be proposed as new sites and elements are designed and may include any combination of site elements including Markers, Sign Frames and Bases, Water-Facing Signs, Medallions, Benches, and Landside Beacons. Design approval and final siting of these elements will be determined by BNW and the landowner, and will often occur in collaboration with BNW's various consultant teams responsible for site design. The goal of the contract extension is to secure on-call services from the selected Vendor for the design, fabrication and installation of these elements. Each new element that is requested will be negotiated as to design and price at the time requested. Additional elements similar or equivalent to, previously installed elements are expected to be consistent in price.

II. PROPOSAL SUBMITTAL REQUIREMENTS

The following elements must be included in the proposal submission, in the order they are listed, in order for the submission to be accepted and reviewed.



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A. EXECUTIVE SUMMARY AND PROJECT APPROACH LETTER

The Vendor is expected to provide an executive summary and project approach letter showing understanding of the services that the Vendor proposes to provide to BNW. Recommendations for tasks or deliverables not defined in the *Anticipated Scope of Services*, as outlined below, should be clearly highlighted in the Project approach letter.

The letter must be signed by a person authorized by the Vendor to obligate the Vendor to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

B. VENDOR QUALIFICATIONS

Vendor submitting a proposal shall be actively engaged and experienced in the design, fabrication and installation of exterior steel elements.

The Vendor shall submit a brief organization description and shall identify their Primary Point of Contact. Vendor should also provide a minimum of five (5) examples and references for projects of a similar nature that have been completed by the Vendor.

Vendor shall be willing to travel to, and be present at, on-site and off-site project meetings in Buffalo to meet with BNW, landowners and partners as needed, and to work proactively with Project site designers and contractors. Vendors shall possess the ability to convey technical information verbally and in written format and be willing to work inter-actively with Project partners, especially during the design process.

C. ANTICIPATED SCOPE OF SERVICES

Task 01 – Initial Site Elements Kick-off Meeting

Within five (5) business days of BNW issuing Notice of Award, the selected Vendor will participate in a Project Kick-off Meeting with BNW and project partners as needed. The purpose of the meeting will be to introduce all members of the Project Team, review Project communication protocols, review the initial Scope of Services, review and finalize the Project Schedule, and discuss design, fabrication and installation milestones. This Meeting may also be used for the Vendor to present any preliminary design considerations for discussion.

Task 02 – Initial Site Elements Design Development

The Vendor shall collaborate directly with BNW throughout design development. After initial input by BNW, the landowners if necessary, and any additional Project partners as needed,



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the Vendor is expected to proceed with developing the final site-specific designs of the initial elements.

Tasks will include, but will not be limited to:

1. Vendor shall conduct all necessary site visits and reconnaissance of the Project sites.
2. Vendor shall thoroughly review all site conditions and constraints.
3. Vendor shall evaluate locations for placement and installation of project elements.
4. Vendor shall submit final designs which adequately describe the dimensions, configurations and installation methods of each of the initial site elements to be fabricated and installed by May 31, 2019.

Task 03 – Initial Site Elements Fabrication

The Vendor shall collaborate directly with BNW throughout fabrication, as needed, especially if there are any alterations from the final submitted design.

Final fabricated element must be approved by BNW prior to installation.

Task 04 – Initial Site Elements Installation

The Vendor shall secure any required permits prior to installation of the elements. BNW must be given two weeks' notice prior to installations, unless landowner requires more notice. BNW will coordinate installation dates with each site landowner.

Task 05 –Additional Elements

Upon satisfactory performance of the design and installation of initial site elements, BNW reserves the option to extend the contract for services with the Vendor to provide similar services over the next three years as described in Section C above.

BNW intends to award one contract and does not anticipate awarding to multiple vendors. BNW also reserves the right to make multiple or partial awards if it is in the best interest of the project.

D. PROJECT SCHEDULE

Proposals must include a detailed project schedule for the completion of Tasks 01 – 04 listed above in the Anticipated Scope of Services. Vendor services for the initial site elements will commence upon BNW issuing the Notice of Award. Upon receipt of Notice of Award, Vendor will work with BNW's legal department to execute the Contract. Once a contract is executed, Vendor will begin the *Anticipated Scope of Services*. The Vendor is anticipated to begin services by April 22, 2019.



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The Vendor is expected to deliver installation of the initial site elements by May 31, 2019.

All additional work is targeted for completion by December 31st, 2021 or at such later date as shall be established by BNW.

E. PRICING PROPOSAL

The pricing proposal shall include only the initial site elements. Proposal must be broken out by specific element (including all costs for all incidentals) to cover design, fabrication and installation of each unique initial site element as installed at each of their respective sites. NYS Prevailing wage rate applies where applicable.

Vendors are encouraged to suggest items, and their cost, that might be deleted, or added to this Project, that might improve the outcome of the Project. Any such suggested additions or deletions must be identified in the project approach letter with highlighting and must include a statement explaining the reason for the recommendation and any the potential impact upon the Project's overall budget or schedule.

Please include a total cost for completion of the entire initial site elements proposal at the bottom of the pricing proposal.

F. REQUIRED STATEMENTS

1. Statement that the Vendor is not currently employed by, or affiliated with, Buffalo Niagara Waterkeeper.
2. Statement providing availability of all required insurance at the time of contract execution and that the selected Vendor will hold BNW and landowners harmless during the contract period.
3. Statements that the Vendor and its employees are legally able to work in the United States and New York State specifically.
4. An organizational Equal Employment Opportunity Statement that meets the requirements of Section 14 of the Agreement, or complete Office of Contractor and Supplier Diversity Equal Employment Opportunity Policy Statement (OCSD- Form 1), Attachment B.
5. Empire State Development Office of Contractor and Supplier Diversity Staffing Plan (OCSD Form-2), Attachment B.
6. Empire State Development Office of Contractor and Supplier Diversity MWBE and SDVOB Utilization Plan (OSCD Form-4), Attachment B.

III. PROCUREMENT PROCESS



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A. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must include, and be formatted, as per the following:

1. Executive Summary and Project Approach Letter
2. Vendor Qualifications
3. Anticipated Scope of Services
4. Project Schedule
5. Pricing Proposal
6. Required Statements

Submission:

One (1) electronic version of the proposal contained on a CD or thumb-drive and two (2) hardcopies of the proposal are required to be submitted no later than **2:00 PM on Friday, April 12, 2019**. Late proposals will be rejected. Facsimile and email submissions will not be accepted. Proposal envelopes should be clearly labeled to identify the name of the Vendor and the Project name.

Proposals must be addressed to:

Mark Bogdan
Waterway Revitalization Program Manager
BUFFALO NIAGARA WATERKEEPER
721 Main Street
Buffalo, NY 14203

BNW expects to conduct a fair and extensive evaluation of the Vendors, based on criteria listed herein, to select the Vendor who best can accomplish the goals of this request.

B. PROCUREMENT SCHEDULE

Project proposals are due by 2:00 PM on Friday, April 12, 2019.

Vendor interviews, if deemed necessary by BNW, are anticipated to be between April 15 – 18, 2019. All Vendors will be notified in writing as to whether they were selected or not selected to provide the services described in this RFP by April 19, 2019.

C. CONTRACT REQUIREMENTS

Contract:

The selected Vendor will be required to enter into contract with BNW, using BNW's standard Agreement. A copy of the Agreement is provided in Attachment D. This Agreement serves as a SAMPLE only and is subject to change based on project requirements.



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The Vendor will not begin any work outlined within the RFP prior to being notified of Award by BNW in writing, through means of a "Notice of Award" issued by BNW. The Vendor must agree to commence work on the award date and to fully complete the Project within the time limit specified in the Agreement.

Insurance:

The selected Vendor will be required to maintain the types and limits of insurance as outlined in Attachment D, Section 12. Insurance certificates naming BNW as additional insured which reflect a Waiver of Subrogation, must be provided to BNW prior to the commencement of the Project.

Indemnification:

The selected Vendor will be required to indemnify and hold harmless BNW and their agents and employees in accordance with the indemnification clause as presented in the Sample Agreement, Attachment D at Section 10.

IV. QUESTIONS REGARDING RFP

Vendors who have any questions regarding this RFP/Project are permitted to submit questions in writing to Juliann Parker, Administrative Assistant, at the following e-mail address: projects@bnwaterkeeper.org with the subject line "RFP Questions – Blueway Site Elements Project."

All questions must be received by 4:00 PM March 29, 2019. All questions will be answered in writing and sent to all Vendors via e-mail correspondence by April 3, 2019. No questions will be answered over the phone.

Other BNW personnel are **NOT** authorized to discuss this request for proposals with Vendors before the proposal submission deadline. Contact regarding this RFP with any person not listed above could result in disqualification.

V. EVALUATION OF PROPOSALS

All proposals will be reviewed in accordance with, and be subject to, the criteria, procedures, submission requirements, and other requirements outlined in this RFP. Proposals will be evaluated based on: Clarity of proposal, understanding of the Project, Project schedule, qualifications of the Project team, previous relevant Project experience, and cost proposal for the initial site elements. An example of our scoring sheet is included as Attachment C.

After receipt and BNW's evaluation of the proposals, BNW may, at its discretion, interview one or more Vendor that submitted a proposal, to allow Vendor teams an opportunity to present their proposal to, and discuss it with, BNW, and to answer BNW's questions regarding their proposal. If



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a contract is to be awarded, BNW will award the contract to the Vendor whose proposal, at BNW's discretion, is in the best interest of the Project. Buffalo Niagara Waterkeeper is not required to select the lowest bidder.

VI. MISCELLANEOUS

BNW reserves the right to postpone or withdraw this RFP, to accept or reject any and all proposals, to modify or amend the terms of this RFP, or to waive any requirement of this RFP with respect to one or more Vendors, to negotiate or hold discussions during the interview process (if conducted) regarding the terms of any proposal received in response to this RFP, or take any other actions with respect to issuance or award of this RFP, all as BNW may deem to be in the best interest of BNW and the Project.

BNW does not assume the responsibility or liability of costs incurred by Vendors responding to this RFP or to any subsequent requests for proposals, interviews, additional information, submissions, etc. prior to issuance of an Agreement.



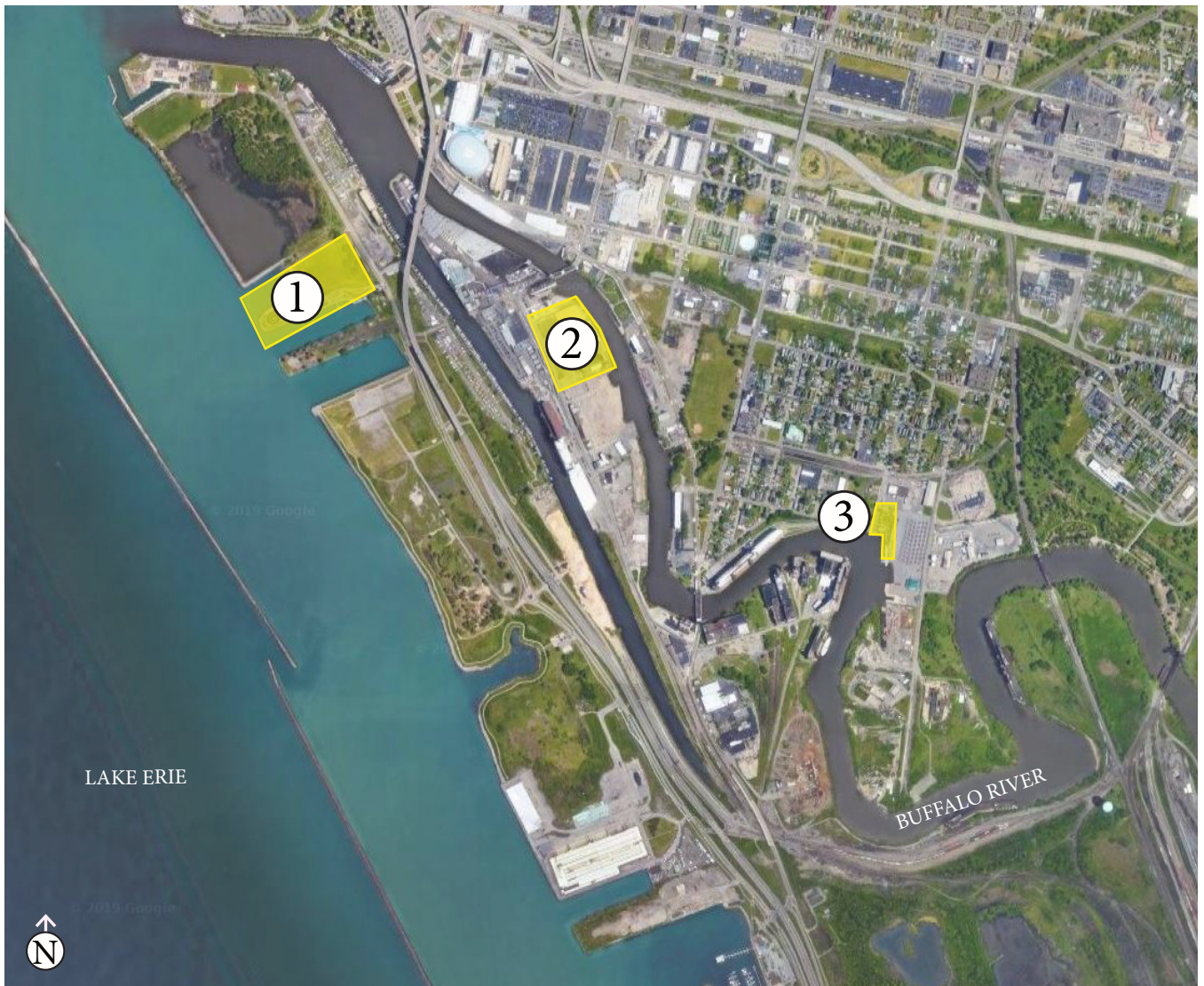
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ATTACHMENT A

(Site Locations)

BLUEWAY SITE ELEMENTS - Location Map



Site Location Map (NTS)

Date: 3/21/19

LEGEND

- ① 1 WILKESON POINTE
- ② 2 RIVERWORKS
- ③ 3 MUTUAL RIVERFRONT PARK



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ATTACHMENT B

(OCSD FORMS)



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, _____ (CONTRACTOR OR GRANT REPRESENTATIVE),

the _____ (GRANTEE/COMPANY NAME)

agree to adopt the following policies with respect to the project being developed or services rendered at

_____.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (c) At the request of the ESD, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) Organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) The organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this contract.

MWBE PARTICIPATION (MWBE)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

- (2) Request a list of State-certified M/WBEs from ESD's Office of Contractor and Supplier Diversity ("OCSD") and solicit bids from the listed vendors directly. OCSD may be reached via email at OCSD@ESD.NY.GOV.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

SDVOB PARTICIPATION (SDVOB)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the SDVOB contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified SDVOBs, including solicitations to contractor associations.
- (2) Request a list of State-certified SDVOBs from ESD's Office of Contractor and Supplier Diversity ("OCSD") and solicit bids from the listed vendors directly. OCSD may be reached via email at OCSD@ESD.NY.GOV.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective SDVOBs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by SDVOBs and encourage the formation of joint venture and other partnerships among SDVOB contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting SDVOB contract participation goals.
- (6) Ensure that progress payments to SDVOBs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage SDVOB participation.

Agreed on this _____ day of _____ 20_____.

By: _____
(SIGNATURE)

Print Name: _____

Title: _____



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Minority & Women-owned Business Enterprise-Equal Employment Opportunity Liaison

_____ (name of designated contractor/grantee liaison) is designated as the Minority and Women-owned Business Enterprise Liaison responsible for administering the Minority and Women-owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ % Minority Business Enterprise Participation
_____ % Women's Business Enterprise Participation
_____ % **TOTAL/OVERALL M/WBE Participation Goal**

EEO Contract Goals

NOT APPLICABLE % Minority Labor Force Participation
NOT APPLICABLE % Female Labor Force Participation

SDVOB Contract Goals

_____ % Service Disabled Veteran Business Participation

(Signature of Contractor's Authorized Representative)

***Name:** _____
***Company:** _____
***Title:** _____
***Phone:** _____
***Fax:** _____
***Address:** _____



OCSD-2

STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

Submit with Bid or Proposal – Instructions on page 2

Contract No.:	Project Location:	Report includes Prime Contractor/Subcontractors: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor Subcontractor Name(s):
Contract Name / Details:		
Company Name: Company Address and Contract Details:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)	
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature): DATE:	NAME: TITLE: TELEPHONE:	ALTERNATE TEL: EMAIL: OTHER:
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OCSD-2

STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

General Instructions: All Contractors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (Form OCSD-2) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form for the contractor's and/or Subcontractor's total work force.

Instructions:

1. Enter the Contract or Solicitation number that this report applies to along with the name and address of your company or organization.
2. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Contractor's total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name and contact details of the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION:

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- o **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- o **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- o **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- o **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- o **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES:

- o **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- o **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- o **GENDER** Male or Female



OCSD-4

MWBE AND SDVOB UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE and SDVOB Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) and/or Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

* indicates mandatory fields

* Contractor Name: _____

Address: _____

* Representative Name: _____

Town, State & Zip: _____

* Phone: _____

* ESD Contract/Project Number: _____

* Fax: _____

RFP/RFQ/Solicitation Number: _____

* Email: _____

* MWBE Goal: MBE _____% + WBE _____% = MWBE GOAL _____%

* Total Dollar Value of Contract/Grant: \$ _____

* SDVOB Goal: _____%

1. * Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email.	2. * Check All That Apply	3. * Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available)	5. Dollar Value of Contract (if unavailable or yet undetermined, indicate \$1)
A.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			
B.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			



OCSD-4

6. If unable to fully meet the MWBE and/or SDVOB goals set forth in the contract, the Contractor must submit a Waiver Request form, which may be obtained from the Office of Contractor and Supplier Diversity, at OCSD@ESD.NY.GOV.

PREPARED BY (Signature): _____ DATE: _____

Preparer's Name (Print or Type): _____

Preparer's Title: _____

Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLES 15-A AND 17-B, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

The MWBE Certification status of the firms listed on this form **MUST** be verified using the New York State Contract System's Directory of Certified Minority and Women-owned Business Enterprises.

This directory is available at <https://ny.newnycontracts.com>.

The SDVOB Certification status of the firms listed on this form **MUST** be verified using the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.

This directory is available at <https://online.ogs.ny.gov/SDVOB/search>.

TELEPHONE NO.:

EMAIL ADDRESS:

**** FOR OCSD USE ONLY ****

REVIEWED BY:

DATE:

UTILIZATION PLAN APPROVED?

☐ YES ☐ NO Date:

Contract No.:

Project No. (if applicable):

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

Description of Work:

NOTICE OF DEFICIENCY ISSUED?

☐ YES ☐ NO Date of Issue:

NOTICE OF ACCEPTANCE ISSUED?

☐ YES ☐ NO Date of Issue:



Design, Fabrication, and Installation of Buffalo Blueway Site Elements

City of Buffalo, Erie County, New York

ATTACHMENT C

(PROPOSAL SCORE CARD)

PROPOSAL SCORECARD FOR PROFESSIONAL DESIGN SERVICES



Project Name: _____
 Vendor Name: _____
 Date Reviewed: _____
 Reviewer Initials: _____

PROPOSAL SUBMITAL REQUIREMENTS: All boxes must be checked "yes" by the project manager to begin scoring proposal			
	Y	N	Notes
Was submission received by indicated deadline?			
Executive Summary and Project Approach Letter			
Organization Description			
Designation of a Primary Point of Contact			
Five (5) References for Work of a Similar Nature			
Anticipated Scope of Services			
Project Schedule			
Pricing Proposal			
6 Required Statements			

SCORING MATRIX		Score / 100 pts.
1	Clarity of Proposal: (10 pts.)	
	Did the proposal demonstrate an understanding of the needs of the objectives of the project? (10 pts.)	
2	Understanding of the Project: (20 pts.)	
	Did vendor understand the objective, did they capture this understanding in the Executive Summary? (10 pts.)	
	Did the project approach letter explain the process or how the Team will approach the scope? (10 pts.)	
3	Project Schedule: (20 pts.)	
	Did the Vendor meet the proposed schedule, have they laid out their schedule in a way that predicts success of the project deliverables? (10 pts.)	
	Project team's work plan (Scope of Services) delivers on all key tasks within the project schedule? (10 pts.)	
4	Qualifications of the Project Team: (20 pts.)	
	Qualifications of individuals on the Team (20 pts.)	
5	Experience: (30 pts.)	
	Past experience on 5 or more similar projects?	
TOTAL SCORE:		

ADDITIONAL COMMENTS



Design, Fabrication, and Installation of Buffalo Blueway Site Elements

City of Buffalo, Erie County, New York

ATTACHMENT D

(Sample Agreements)

**CONSULTING AGREEMENT BETWEEN
BUFFALO NIAGARA WATERKEEPER**

AND

XXXXXXX

FOR

XXXXXXX

This Consulting Agreement ("Agreement") is made as of _____, 2018 by and between Buffalo Niagara WATERKEEPER and _____.

In this Agreement, the party that is contracting to receive services, Buffalo Niagara WATERKEEPER, shall be referred to as "WATERKEEPER," and the party who will be providing the services, _____, shall be referred to as "Consultant."

WATERKEEPER has grant funding from the State of New York to create and install an interconnected set of paddle craft launches and habitat restoration sites along the Buffalo River in the City of Buffalo, to be known as the "Buffalo Blueway"

Consultant has a background in the area of XXX and is willing to provide services to WATERKEEPER pursuant to the terms and conditions of this Agreement.

WATERKEEPER desires to have services provided by Consultant and Consultant desires to provide services to WATERKEEPER.

Therefore, for mutual consideration, the sufficiency of which is acknowledged by the parties hereto, the parties agree as follows:

1. DESCRIPTION OF SERVICES.

- a. Consultant agrees to undertake, carry out and complete for WATERKEEPER in a satisfactory and competent manner, all of the work and services set forth in the Scope of Services attached hereto as **APPENDIX A** and made part of this Agreement.
- b. Consultant agrees to maintain close liaison with WATERKEEPER's project director to ensure a well-integrated project effort and to achieve performance goals during the Agreement. Consultant will meet weekly, unless otherwise agreed with the project manager and provide an electronic narrative and quantitative progress report to WATERKEEPER at the beginning of every month for the duration of the Project Period as well as the Final Project Report, provided for in **APPENDIX A**, with final invoice.

2. KEY PERSONNEL. WATERKEEPER's project manager is WATERKEEPER's XXXX (title, name) and Consultant's project manager is _____, _____
(Title) (Name)
3. TERM. This Agreement shall be effective on execution by all parties and shall continue through XXXXXX unless terminated sooner or extended as hereinafter provided.
4. COMPENSATION AND MAXIMUM COST.
- a. In full and complete consideration of Consultant's satisfactory performance under this Agreement, WATERKEEPER agrees to pay Consultant an amount not to exceed XXXX, including expenses, as follows:
- i. An invoice shall be submitted by the Consultant to WATERKEEPER not more than monthly. Invoices shall provide a total percent complete for the project and the amount due will be calculated based on the percentage.
 - ii. Payments are anticipated to be released by WATERKEEPER within 30 days of receipt of invoice from Consultant and the timing of said payments may be contingent upon WATERKEEPER's reimbursement from Grantor.
 - iii. The amount stated above includes compensation and all expenses incurred by Consultant in direct support of performing the services outlined in Appendix A.
 - iv. Consultant shall provide to WATERKEEPER with the every invoice a statement certifying a lack of bribery and collusion attached hereto as **APPENDIX B** and incorporated herein by reference.
- b. Upon termination of this Agreement, payments under this paragraph shall cease, provided, that Consultant shall be entitled to full payment for percentage of work completed prior to the date of termination and for which Consultant has not yet been paid.
5. PARTICIPATION BY MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES.
- a. Consultant acknowledges that WATERKEEPER has a 30% MWBE utilization goal
- b. Consultant will use all Good Faith Efforts under 5 NYCRR § 142.8 and NYS Executive Law Article 15-A in order to procure and utilize M/WBEs in order to meet a goal of 30% utilization under this Agreement, if applicable, including referencing and soliciting the New York State Directory of Certified Firms at <https://ny.newnycontracts.com> and the joint City of Buffalo and Erie County list of certified firms.
6. REPORTING. In addition to any reports required at Section 1(b) above, Consultant must provide the following:
- a. Documentation of Good Faith Efforts for procuring Minority and Women Owned Business Enterprises (MWBE) under 5 NYCRR § 142.8 are to be provided to BNW in final Project Report.

- b. Any monthly or quarterly workforce development reporting as required by ESD, which will be provided to consultant by WATERKEEPER within a reasonable time following execution of this agreement, if applicable.

7. TERMINATION.

- a. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other contracting party. In the case of termination by WATERKEEPER, Consultant shall, upon receipt of notice of termination, refrain from incurring any additional costs under this Agreement and shall use the best efforts to cancel any commitments made prior to receipt of such notice. Termination shall not affect any commitments of Consultant that have properly become legally binding prior to the effective date of termination. WATERKEEPER shall pay Consultant for each Task completed prior to Consultant's receipt of notice of termination and for work completed within 30 days of Consultant's receipt of notice of termination. Any prepaid but unearned funds shall be returned to WATERKEEPER.
- b. It is understood and agreed, in the event that WATERKEEPER has evidence that Consultant is in default upon any of its obligations hereunder, WATERKEEPER shall be entitled to either suspend the contract until an acceptable remedy is established or to terminate the Agreement. Such termination shall be effective immediately upon receipt of official written notification from WATERKEEPER. WATERKEEPER shall also be entitled to pursue any rights or remedies which WATERKEEPER may have against Consultant by reason of such default.

- 8. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to WATERKEEPER, and not an employee of WATERKEEPER. WATERKEEPER will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.
- 9. MATERIAL OWNERSHIP. All work product and deliverables produced or delivered to WATERKEEPER as a result of this Agreement shall be considered "work for hire," shall be the exclusive property of WATERKEEPER. WATERKEEPER's ownership shall include, but is not limited to all applicable property rights related to the deliverables, including without limitation, copyrights, trademarks, trade secrets, patents, moral rights and contract and licensing rights. Consultant retains no rights to use such items and this Agreement shall serve as an explicit assignment of such rights by Consultant to WATERKEEPER. All work product and deliverables shall be delivered to WATERKEEPER upon termination of this Agreement.
- 10. INDEMNIFICATION. If either the Consultant or WATERKEEPER is negligent in carrying out its obligations hereunder, the negligent party agrees to defend, indemnify and hold harmless the other party from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the other party which arise from or are related to the negligent party's performance or failure to perform pursuant to this Agreement.
- 11. ASSIGNMENT. Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of WATERKEEPER.

12. **INSURANCE.** Prior to commencement of any work and until completion of the work, the Consultant shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to Buffalo Niagara WATERKEEPER certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Consultant" as used in these Insurance Requirements, shall mean and include Consultants and/ or sub-consultants of every tier.

- a. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance. This includes sole proprietorships and officers of corporations who will be performing work on the Project(s).
- b. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE million (\$1,000,000) dollars per occurrence and TWO million (\$2,000,000) dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - i. Broad Form Blanket Contractual Liability
 - ii. Completed Operations/Products Liability including Pollution Liability (where applicable).
 - iii. Broad Form Property Damage
 - iv. Personal and Advertising Injury Liability
 - v. Independent Contractors
- c. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with a combined Bodily Injury and Property Damage Limit of at least ONE million (\$1,000,000) dollars.
- d. Commercial Umbrella Liability Insurance at a TWO million (\$2,000,000) dollars per occurrence and aggregate limit. The coverage should be on a follow-form basis.
- e. Professional Liability not less than ONE million (\$1,000,000) dollars per claim or combined single limit and to be maintained three (3) years after substantial completion of the Project(s).
- f. Pollution Liability Insurance covering losses caused by pollution incidents that arise from the operations of the Consultant described under the scope of services of this contract. This is to include all work completed by the Consultant, or any sub-consultant to the Consultant or anyone else for whom the consultant is legally liable with limits not less than ONE million (\$1,000,000) dollars per occurrence and aggregate limit and shall be maintained for the duration of the work and for a period of three (3) years after substantial completion of the project.

- i. All pollutant exclusions shall be evidenced on the certificate of insurance, of a copy of the policy provided. These limits can be shared across a combined Consultants Pollution/Professional Liability Policy.
 - ii. The Definition of “Covered Services” shall not exclude the services required in the scope of this contract.
- g. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Consultant or any of its sub-consultants.
- h. With the exception of workers’ compensation and professional liability, blanket additional insured endorsements should be included reflecting the inclusion of the interests of Buffalo Niagara WATERKEEPER, their officers partners, representatives, agents, employees and affiliated companies as an Additional Insured on a direct, primary & non-contributing basis including Completed Operations.
- i. Coverage is to be endorsed to reflect a Waiver of Subrogation.
- j. Other than Professional Insurance, Coverage is to be provided on an “occurrence” basis with carriers licensed and admitted to do business in the State of New York, with an A.M. Best financial rating of “A-” (or better) or otherwise acceptable to Buffalo Niagara WATERKEEPER.
- k. The Consultant shall file certificates of insurance prior to the commencement of work with WATERKEEPER for approval of adequacy of protection and the satisfactory character of the Insurer.
- l. The Consultant shall provide certificates evidencing the required coverages to Buffalo Niagara WATERKEEPER on an annual basis.
- m. Any type of insurance or any increase of limits of liability not described above which the Consultant requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- n. The carrying of the insurance described shall in no way be interpreted as relieving the Consultant of any responsibility of liability under contract.
- o. Any policies effected by the Consultant on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation to Buffalo Niagara WATERKEEPER and all other indemnitees named in the Agreement or Change Order.

- p. Consultant shall not file any mechanic's, laborer's or materialman's lien, or suffer or permit any such lien to be filed against the Properties or any part thereof by reason of work, labor, services, or materials requested and/or supplies claimed to have been requested by or on behalf of WATERKEEPER; and if such lien shall at any time be so filed, within sixty (60) days after Landowner provides notice of the filing thereof to WATERKEEPER or Consultant, Consultant shall cause it to be canceled, bonded or discharged of record. To the extent Consultant fails to remove any mechanic's, laborer's or materialman's lien filed against the Properties within the time period set forth above, then Landowner may arrange bond or pay the amount of such claim upon which the lien is based and Consultant shall thereafter be liable to Landowner for the amount so paid, and any costs incurred by Landowner by reason of such lien, immediately upon demand, plus interest at the rate of nine percent (9%), except Landowner shall have no right to take the foregoing action if Consultant has commenced the removal of the lien within sixty (60) days of receiving notice of the same and has thereafter continuously and diligently been pursuing its removal of the same and continues to do so until conclusion. This provision shall survive the termination of this Agreement.

13. MODIFICATION. This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

14. GENERAL OBLIGATIONS.

- a. In performance of the work authorized under this Agreement, Consultant agrees to comply with all applicable laws and regulations, particularly those associated with solicitation of charitable contributions pursuant to New York not-for-profit corporations' law.
- b. Consultant agrees that it will not discriminate based on race, creed, color, national origin, sex, age, disability or marital status.
- c. Consultant must have an Equal Employment Opportunity Statement ("EEO") which includes the following language:
 - i. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
 - ii. This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

- iii. At the request of the ESD, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- iv. This organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

- d. Consultant must provide copy of their organization's statement to WATERKEEPER. If Consultant does not have an EEO policy statement meeting the requirements above, then Consultant shall sign the provided statement at **APPENDIX C** and return to WATERKEEPER with this Agreement.

15. SUBCONTRACTORS.

- a. Consultant must include the provisions of Section 15 subsection C(i) through (iv) which provide for relevant provision of the Human Rights Law into every subcontract in such a manner that the requirements of the subsection will be binding on each subcontractor as to work completed under this Agreement.
- b. Should the Consultant engage a subcontractor or sub-consultant the same conditions under Section 13 "INSURANCE" will apply to each subcontractor or sub-consultant.
- c. Consultant understands that the Consultant is to maintain any necessary records of subcontractors/sub-consultants efforts to meet MWBE Procurement goals described herein and may be required to report on those efforts to WATERKEEPER, upon request.
- d. Consultant shall provide to WATERKEEPER Copies of all agreements with Subcontractors and proof of payment to MWBE Subcontractors shall be submitted quarterly to WATERKEEPER on the form provided at **APPENDIX ____** below.

16. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

17. **GOVERNING LAW.** Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York.
18. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Company: Buffalo Niagara WATERKEEPER Consultant

Contact: c/o XXXXXX

Contact: c/o XXXXXX

Address: 721 Main Street
Buffalo, New York 14203

Address:

Email:

Email:

Phone Number: 716-852-7483

Phone Number:

Tax ID/EIN/SS #: XXXXXXXX

Tax ID/EIN/SS #:

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

19. **ACCESS TO RECORDS.** It is understood that at any time during the contract period and for three years following completion of the Project, WATERKEEPER and Grantor providing funds for these services may have access to any and all contract records regarding the scope of services.
20. **WARRANTY OF ORIGINALITY.** Consultant warrants that all material produced by Consultant and delivered to WATERKEEPER hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements of materials and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless WATERKEEPER from any costs, expenses, damages resulting from any breach of this warranty.
21. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, that such provision shall be deemed to be written, construed, and enforced as so limited.
22. **ENTIRE AGREEMENT.** This Agreement read together with applicable parts of the Request for Proposals (RFP), incorporated herein by reference, constitutes the entire agreement of the parties and there are not other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

[SIGNATURE PAGE FOLLOWS]

By:

_____ Date_____

Name, Title

Firm Name

By:

_____ Date_____

Jill Jedlicka, Executive Director
Buffalo Niagara WATERKEEPER