



# ERIE COUNTY

## REQUEST FOR PROPOSAL (RFP) TO PROVIDE Architectural Services for Erie County Commercial Center Improvement Program

**RFP #1805VF**

**February 21, 2018**

**Thomas R. Hersey, Jr.  
Department of Environment and Planning  
EDWARD A. RATH COUNTY OFFICE BUILDING  
95 FRANKLIN STREET  
BUFFALO, NEW YORK 14202**

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

**RFP #1805VF**

**TO PROVIDE Architectural Services for Erie County  
Commercial Center Improvement Program**

**I. INTRODUCTION**

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified architectural firms interested in providing architectural services for completing certain technical components of the Commercial Center Improvement Program. The objective of program is to financially assist owners of commercial properties - retail/business establishments - within city and village retail centers and hamlets of countywide significance. Eligible improvements are limited to exterior work that brings an improved visual appearance to the retail/business center.

**A Fact Sheet is attached that further describes the Commercial Center Improvement Program. It should be stressed that the Erie County Department of Environment and Planning is interested in retaining services from an architectural firm that would be utilized on an as-needed basis once specific façade improvements are proposed by the municipalities.**

Proposers interested in providing said service are invited to respond to this request.

It is the County's intent to select the Proposer that provides the best solution for the County's needs.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

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

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

## **II. PROPOSAL PROCEDURES**

### **A. ANTICIPATED SCHEDULE OF PROPOSAL**

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

Issue RFP:	February 21, 2018
Proposals Due:	March 21, 2018
Selection Made:	April 4, 2018 (14) days following due date
Contract Signed:	Following all necessary County approvals

### **B. GENERAL REQUIREMENTS**

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. One (1) original and five (5) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Paul D'Orlando, Principal Contract Monitor  
Erie County Department of Environment and Planning  
Edward A. Rath County Office Building  
95 Franklin Street, Room 1014  
Buffalo, New York 14202

**All proposals must be delivered to the above office on or before March 21, 2018 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.**

4. Requests for clarification of this RFP must be written and submitted to Paul D'Orlando at Erie County Department of Environment and Planning, Edward A. Rath County Office Building, 95 Franklin Street, Room 1014, Buffalo, New York 14202 no later than 4:00 p.m. on Friday, March 7, 2018. Formal written responses will be distributed by the County on or before March 14, 2018. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.

6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.
9. Proposers are encouraged to attend the optional pre-proposal meeting which will be held at 10:00 am on March 5, 2018 at the Rath Building, 10<sup>th</sup> Floor Conference Room 1004.

**All proposers submitting proposals must include a cost proposal in a separate sealed envelope clearly labeled with the proposer name, due date of proposal, proposal name ("Architectural Services – Commercial Center Improvement Program" RFP #1805VF) and Cost Proposal.**

### **III. SCOPE OF PROFESSIONAL SERVICES REQUIRED**

- A. Scope of Services:** The architect will be responsible for the following:
1. Pre-design meeting with building owner to review desired improvement.
  2. Preparation of draft photographic design rendering and work write up for building owner review.
  3. Preparation of final photographic design rendering and work write up.
  4. New York State Historic Preservation Office referrals required for project on an as needed basis.
  5. Ongoing coordination with Erie county staff regarding program status and issues.

Reference should be made to Sections 9, 10 and 11 of the attached Fact Sheet for further information regarding the role of the Erie County staff and the project architect during the design and construction phase.

- B. Proposal Fee:** The engagement shall be on an hourly rate basis. For purposes of this RFP the architectural firm should submit a listing of hourly rates to be utilized through March 31, 2018.
- C. Similar Engagements:** The architect shall submit a description of projects related in nature to this request and prepared by professional staff that will be assigned to the project.

- D. **Team Members and Project Manager:** The proposal shall list all individuals who will work on the projects as well as the project manager. Include the hourly rate for assigned staff.
- E. **References:** A minimum of two professional references including names and telephone numbers shall be included in the proposal.
- F. Evidence of any proposed MBE/WBE firm participation in the engagement.
- G. Identification of the primary contact person.
- H. **Miscellaneous:**
  - 1. **Selection Process:** A committee of officials representing the Erie County Department of Environment and Planning, and Erie County Community Development Block Grant Urban County Consortium will review the proposals against the following criteria:
    - a) Experience of Project Architect in performing similar engagements;
    - b) Reasonableness of fee;
    - c) Quality of proposal relative to style, comprehensiveness and content;
    - d) Experience of Project Architect in addressing requirements needed by the New York State Historic Preservation Office;
    - e) Reference checks;
    - f) Performance at interview (if required).

The above 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.
- I. **Time Period:** The engagement will extend approximately five (5) years from the date of contract execution.
- J. **Copies:** One (1) original and five (5) copies of each proposal are required. Submit all copies to: Paul J. D'Orlando, Principal Contract Monitor, no later than 4:00 p.m. on March 21, 2018.

## **ERIE COUNTY CONTACT**

Mr. Paul J. D'Orlando, Principal Contract Monitor, Erie County Department of Environment and Planning, Edward A. Rath County Office Building, 95 Franklin Street, Room 1014, Buffalo, New York 14202 (Tel.) 716-858-2194.

## **CAVEATS**

- A.** Erie County Department of Environment and Planning reserves the right to reject any and all proposals.
- B.** The Erie County Department of Environment and Planning reserves the right to issue written notice to all participating firms of any change in the proposal submission schedule should the County determine in its sole discretion that such changes are necessary.
- C.** Acceptance by the Erie County Department of Environment and Planning of any proposal submitted pursuant to this Request For Proposal shall not constitute any implied intent to enter into a contract for consultant services.

## **V. STATEMENT OF RIGHTS**

### **UNDERSTANDINGS**

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

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

## **EVALUATION**

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.

- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A." Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

## **SELECTION**

All proposals timely received and complete will be evaluated and ranked by a three (3) to five (5) person selection committee comprised of representatives from groups such as ECDEP, local government officials and planning organizations. The evaluation is based on the written proposals using a numerical score sheet related to the questions posed in the proposal guidelines.

When the evaluations are complete, the respondents' proposals are ranked. The proposal receiving the best overall rating is ranked first.

## **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, the Erie County Fiscal Stability Authority 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 AND/OR THE ERIE COUNTY**



FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

[The term of the contract shall be for a five (5) year period commencing April 1, 2018 and terminating March 31, 2023. 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 AND INSURANCE**

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

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

(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 “B.”

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 on page 13 of this proposal identified by an asterisk (\*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.**

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

and

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

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

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

**EFFECTIVE PERIOD OF PROPOSALS**

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

**SCHEDULE "A"**

**PROPOSER CERTIFICATION**

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

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

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

\_\_\_\_\_  
Proposer Name

By: \_\_\_\_\_  
Name and Title

**SCHEDULE "B"**

**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> Insured Name Address Zip Phone No.	<b>III Companies Affording Coverages</b>
	A
	B
	C
<b>II</b> Issuing Agency Name Address Zip Phone No.	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.

Company Letter - from III above	Indicate Type of Insurance By Checking the Box	Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
				Check the Box	Occurrence	Aggregate
1. General Liability	<input type="checkbox"/> Comprehensive Form			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage  OR  <input type="checkbox"/> Combined Single Limit		
	<input type="checkbox"/> Premises and Operations					
	<input type="checkbox"/> Products/Completed Operations					
	<input type="checkbox"/> Independent Contractors					
	<input type="checkbox"/> Contractual					
<input type="checkbox"/> Personal Injury						
<input type="checkbox"/> Broad Form Property Damage						
<input type="checkbox"/> Explosion, Collapse						
<input type="checkbox"/> Underground Hazard						
2. Automobile Liability	<input type="checkbox"/> Comprehensive Form			<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage OR <input type="checkbox"/> Combined Single Limit		
	<input type="checkbox"/> Schedule Form					
	<input type="checkbox"/> owned					
	<input type="checkbox"/> hired					
<input type="checkbox"/> non-owned						
3. Excess Liability	<input type="checkbox"/> Umbrella Form			Bodily Injury & Property  Damage Combined \$ _____  Self Insured Retention \$ _____		
	<input type="checkbox"/> other than umbrella					
	<input type="checkbox"/> auto <input type="checkbox"/> general					
	<input type="checkbox"/> both					
	<input type="checkbox"/>					
4. Worker's Compensation & Employer's Liability Disability Benefits				Statutory  Statutory		
5. Other	<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.</b> Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 95 Franklin Street, Room 1634 Buffalo, NY 14202 716-858-2200	Date Issued	_____
	Auth. Representative	_____
	Firm name & address	_____
		_____

**FOR COUNTY USE ONLY:**

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

**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, Dept. of Law, Suite 300, 69 Delaware Ave., Buffalo, N.Y. 14202."
  - B. Coverage must comply with all specifications of the contract.
  - C. Executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to : County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Comp. Gen. Liab.	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
- Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Comp. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independ. Contract.	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form P.D.	INCLUDE	Note: Comprehensive Form Not Required					See note below
- X.C.U.							
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law				INCLUDE	see note below		
- Host Liquor							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.	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	see note below						see note below
Worker's Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
Erie County To Be Named Add'l Insd. On	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

- \* Construction contracts require excess Umbrella Liability limits of \$3,000,000.
- \*\* Snow removal contracts require evidence of broad form property damage.
- \*\*\* 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.
- \*\*\*\* Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.

V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

VI. 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.



Date: October 2003  
Revised: October 4, 2012  
Revised: August 9, 2016

# ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING

## FACT SHEET

### Commercial Center Improvement Program Erie County Consortium

The Erie County Department of Environment and Planning (ECDEP) hereby establishes the following guidelines and procedures for the implementation of a Commercial Center Improvement Program. Funding for this program will be provided by monies made available to the Erie County Community Development Block Grant (CDBG) Consortium from the U.S. Department of Housing and Urban Development through the CDBG Program. The objective of the program is to financially assist property owners of commercial businesses within Village and Hamlet areas of Countywide significance. These are listed in the "Guiding Principles for Countywide Land Use Planning" prepared in December 1999 by the Erie County Department of Environment and Planning. Main retail areas in the Cities of Lackawanna and Tonawanda, as well as the Town of West Seneca are also eligible.

#### 1. Program Goals

- To improve the physical appearance of older commercial centers by providing a consistent treatment of exterior building improvements.
- To improve the quality of life for surrounding low/moderate income residential neighborhoods by enhancing the appearance of frequently visited retail structures.

#### 2. Funding Available

The County will provide grants of up to 50 percent of the cost of approved applications, up to a maximum of \$10,000 for individual business. The building owner shall be responsible for all costs in excess of \$10,000 up to a maximum project cost of \$30,000. For construction work performed by a contractor, the minimum project cost must total not less than \$4,000 (\$2,000 in grant funds matched with \$2,000 in private resources.) This minimum does not apply to projects that are used to fund signage and/or awnings. The following two exceptions to the above funding policy can be applied to certain cases:

**A) Compliance with New York State Historic Preservation Guidelines**

In certain cases the New York State Historic Preservation office may require use of specific materials or rehab techniques to insure retaining of historic quality of a structure. This may increase the rehab cost beyond the amount that standard rehab would entail. In these cases the County will provide up to an additional \$6,000 in grant funds. These monies will only cover those costs necessary to comply with SHPO requirements. Any increase above \$6,000 will require approval from the Deputy Commissioner of Planning and Economic Development.

**B) Full Adherence to Recommendations of Project Architect:**

Erie County strongly encourages full adherence to the recommendations prepared by the project architect for each structure. This may at times require costs over the maximum amounts allowed under the program. In order to encourage close adherence to architect recommendations the County may increase its \$10,000 share up to \$15,000. Any County share above \$10,000 would still require a dollar for dollar match from the property owner. The increase would only occur if the applicant's rehab work solely included those elements recommended in the project architects schematic plan.

**3. Eligible Activities**

Eligible activities include the repair or replacement of existing building façade (front, rear, and side), awnings, signage, window and door treatments, lighting, and replacement of exterior building materials. Grounds improvements such as paving and landscaping are eligible if they are incidental to the main rehab work. It is anticipated that only in rare occasions will grounds improvements satisfy the test for meeting the incidental work definition. Interior renovations are not eligible for assistance under this program.

Eligible activities also include items necessary to insure building compliance with federal lead-based Paint, architectural barriers, and Americans With Disabilities regulations.

It should be stressed that routine maintenance or repair items and new façades that mask building architecture are not eligible for assistance.

**4. Eligible Areas**

Commercial centers located within a village, city, hamlet of Countywide significance (see "Guiding Principles" document), or Town of West Seneca and that are also within the Erie County Community Development Block Grant, Urban County Consortium may be eligible for consideration.

It should also be stressed that the area must qualify to utilize federal Community Development Block Grant funds under the low/moderate area benefit rules, or slum/blight. The area must also be predominantly retail and consist of older buildings situated in a minimum three to four block, dense compact area.



Upon a request from the local government, representatives from the Erie County Department of Environment and Planning will analyze the proposed commercial center to determine eligibility.

A municipality needs to provide a minimum of five completed application forms from interested business owners within the target area prior to County initiation of any work activity. This minimum may be reduced by the Deputy Commissioner of Environment and Planning based on factors ranging from size of the Village Center to prior participation of the municipality in programs like the New York State Main Street Program.

**5. Eligible Applicants**

Eligible applicants are owners of occupied commercial/retail properties (non-franchise) that are located within the eligible area and whose service area is primarily the low/moderate income neighborhood it is located within. Eligible applicants include any occupied retail business structure that is operating in conformity with the Municipality's zoning regulations and is current on all property taxes, as well as water/sewer charges. The types of commercial/retail businesses are those typically having the neighborhood as the service area (e.g., beauty salons, ice cream parlors, hardware stores, and delicatessens). The sole determinant of whether an applicant is eligible shall be the Department of Environment and Planning.

Exceptions to the above requirement are noted below.

- a) A building with multiple tenants, some of which may either be vacant, occupied by a non-retail venture, or a retail venture having a service area beyond the low/mod eligible area may qualify for assistance if said building displays a unique architectural style, seriously dilapidated, or is strategically located within the commercial center area. In the latter case, the improvement of the structure would significantly improve the appearance of the entire commercial center.
- b) A franchise owner occupies a building that does not utilize a traditional franchise building style, but incorporates the retail operation into an older building. The market reach of the franchise business would still have to satisfy the service area requirement for participation in the program.

**6. Eligible Match**

Costs incurred by the business owner should only be considered for local match purposes if said costs occur following written commitment from Erie County (See Section 10). Dollars expended for site improvements are acceptable for local match purposes, even if not ancillary to the exterior rehab of the structure.

**7. Compliance with Government Regulations, Including Lead-Based Paint, Architectural Barriers, and Americans With Disabilities**

All building improvements funded through this program must be carried out in a manner that insures full compliance with any local, state, and federal regulations applicable to the Project. This includes lead-based paint testing and clearance analyses for any buildings that include improvements to common areas used for residential purposes. The cost of the lead paint test and initial clearance shall be borne by Erie County. The cost of any additional clearance tests shall be borne by the Contractor.

It also includes compliance with the Americans With Disabilities Act and the Architectural Barriers Act. As a condition of participating in the CCIP Program, building owners will be required to incorporate alterations to the exterior of the structure to insure compliance with the Uniform Federal Accessibility Standards.

This only pertains to that part of the exterior which may be altered as part of the building improvement project such as entrance doors.

**8. Design Review**

Building owners shall submit an application to the Erie County Program Administrator identifying, in general terms, the proposed improvements and an estimate of the cost of the proposed improvements. If the proposal is eligible for assistance, the County Program Administrator shall meet with the building owner to obtain more detailed information including property maps, historic drawings, photographic inventory, and detailed information concerning desired improvements and other items as necessary. The County Program Administrator shall forward the package to the Project Architect who in turn shall schedule a meeting with the building owner in anticipation of preparing a photographic design rendering and subsequent work writeup.

Upon acceptance of the plans for the proposed improvements by the building owner, the building owner shall obtain written cost estimates from at least two contractors. The applicant would then select the contractor and so inform the County. The latter will then forward the applicable wage reporting forms, monthly utilization forms and Owner-Contractor Agreement to the Contractor. Assistance under the program will generally be based on the lowest responsible bid; however, the applicant may select a higher bidder provided the Project Architect provides a written summary justifying same.

**9. Grant Approval and Payment Procedures**

Upon approval by the Project Architect, the County will authorize a written commitment to the applicant in an amount not to exceed 50% of the total contract value, up to a maximum of \$10,000. The applicant and the contractor shall then enter into a contract for the improvements.

## 10. Payment Procedures

Upon completion of the improvements, the applicant shall notify the County so that the Project Architect or County Inspector can conduct an inspection to ensure conformity with the approved design plans and specifications. The Project Architect or County Inspector and the applicant must approve and sign off on all construction work. The County may approve the disbursement of funds to the contractor for 50% or less of the cost of the improvements after the applicant has provided verification that the work has been completed as proposed. Said payment request must include receipts or other items documenting the entire cost of work, not just the County share. The owner shall forward a payment request to the County requesting disbursement of funds. Said disbursement will be issued in the form of a two-party check to the applicant and contractor.

It should be stressed that the building **owner's funds being held in escrow will be used to pay the contractor** prior to the release of County funds. Prior to work startup the building owner shall submit their local share to Erie County officials for placement in an escrow account. Said funds will be withdrawn for contractor payments as the work progresses.

## 11. Application, Filing Fee, and Full/Partial Return of Filing Fee

Application forms to participate in the Program are available at the Erie County Department of Environment and Planning. A municipality needs to provide a minimum of five completed application forms from interested business owners within the target area prior to County initiation of any work activity.

An application filing fee of \$750 in the form of a certified check, made payable to the "Erie County Comptroller" is required along with the application. If the application is approved the filing fee will be counted toward the local match requirement. It should be noted, however, that disapproval of the application will prompt a return of said filing fee. Should the applicant decide to terminate participation in the program after initiation of work by the project architect, a portion of the application fee will be retained to reimburse the project architect for expenses incurred to the date of termination.

In certain cases an applicant may choose to forego participation in the CCIP program due to paperwork, expediency, compliance with Davis-Bacon requirements, or a variety of other reasons. This decision can occur even though the business owner is comfortable with the architect's plans and willing to incorporate those recommendations into his privately funded work. In these cases a portion or all of the applicant's initial application fee can be returned to him by the County, following a County inspection of the final rehab work. A two-year window from the applicant's initial decision to forego participation in the CCIP is open for the return of all or a portion of the initial fee.

**12. Self-Help Projects**

Self-help projects are not eligible for project assistance.

**13. Funding Limitations**

As program funds are being made available by the County from a federal grant, the implementation of this program is subject to compliance with prevailing wage rates (Davis-Bacon) and other employment regulations. Prevailing wage rates must be paid to employees when the construction contract exceeds \$2,000. In certain cases, the purchase and installation of signage and/or awnings may not be defined as construction activities. Work performed under this program must also comply with applicable environmental and historic preservation regulations.

**14. Time Limit**

In any commercial center area the program shall be active for a **three-year** period. Said period commences on the date of the initial program announcement letter to area businesses by the chief elected official of the participating area.

**15. Compliance with Special Rehabilitation Standards Due to Historic Nature of Building**

Certain buildings are located in state or national historic districts or are eligible for inclusion on the State or National Register of Historic Places/Buildings. This may require compliance with certain rehabilitation standards developed by the New York State Office of Historic Preservation. For example, repair of original windows may be required rather than outright replacement. Compliance with these standards may add to the overall rehabilitation cost. Erie County will consider increasing the Community Development Block Grant cost share of a rehabilitation project beyond the 50% limit to cover certain added costs necessary to comply with Historic Preservation standards. This recognizes the Countywide significance of preserving the region's historic legacy. These cases will be reviewed and funding determined on a case-by-case basis.

**ERIE COUNTY  
COMMERCIAL CENTER IMPROVEMENT PROGRAM**

**APPLICATION**

**A. Property Owner Information**

Name of owner: \_\_\_\_\_

Telephone number: days: \_\_\_\_\_ evenings: \_\_\_\_\_

E-mail: \_\_\_\_\_

**B. Business and Property Information**

1. Address of property to be improved: \_\_\_\_\_  
\_\_\_\_\_

2. Age of building: \_\_\_\_\_

3. Tax Map Number: \_\_\_\_\_

4. Name of business: \_\_\_\_\_

5. Type of business: \_\_\_\_\_

6. Primary Service Area of Business (be as specific as possible): \_\_\_\_\_  
\_\_\_\_\_

7. Are there any other owners listed on the current deed: \_\_\_\_ Yes \_\_\_\_ No

8. Business Data Universal Numbering System (DUNS) number. Number can be obtained by calling the DUNS Number Request Line a 1-866-705-5711.  
\_\_\_\_\_

**PLEASE SUBMIT A COPY OF THE DEED, PROPERTY SURVEY, PAID TAXES AND PAID**

**INSURANCE WITH YOUR APPLICATION**

**C. Financial Information**

1. Is there a mortgage? \_\_\_\_\_ If yes, are payments current? \_\_\_\_\_

Who holds the mortgage? Name: \_\_\_\_\_

Address: \_\_\_\_\_

2. Are there any liens, other than the above listed mortgage? \_\_\_\_\_

\_\_\_\_ Yes \_\_\_\_ No

If yes, describe. \_\_\_\_\_

3. Taxes and Municipal services for the property to be improved under the Commercial Center Improvement Program
- a. Are property taxes paid to date? \_\_\_\_\_
- b. Are sewer and water charges paid to date? \_\_\_\_\_
- c. Do you have fire insurance on the property? \_\_\_\_\_ Yes    \_\_\_ No  
 If yes, is it paid to date?                    \_\_\_\_\_ Yes    \_\_\_\_\_ No
4. Do you own any other property in Erie County?    \_\_\_\_\_ Yes    \_\_\_\_\_ No

**D. Proposed Improvements and Financing**

1. What improvements do you wish to make to your building? List in order of priority beginning with (1). Also include a cost estimate with each item. Attach an additional page if necessary.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. What is the maximum amount of your resources that you will commit to your Commercial Center Improvement Program Project?

\_\_\_\_\_

3. Do you plan to use your own funds or secure a bank loan for your share of the Project?

\_\_\_\_\_ Own funds (Attach financial statements noting fund availability)

\_\_\_\_\_ Bank loan (Attach pre-approval letter)

Please review the following certifications, which are part of this application, before signing below. Compliance with the certifications and all other Commercial Center Improvement Program procedures is required. All owners must sign.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

# CERTIFICATIONS

## COUNTY OF ERIE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMERCIAL CENTER IMPROVEMENT PROGRAM

### 1. Ownership

I/We hereby certify that I/we own the property to be improved. A COPY OF MY/OUR DEED IS ENCLOSED WITH THIS APPLICATION. If any changes in ownership should occur from this date forward, I/we agree to notify the Erie County Department of Environment and Planning immediately. Failure to do so may result in denial or termination of Commercial Center Improvement Program participation.

### 2. Application Information

To the best of my/our knowledge, all of the application information I/we have provided is true and correct. I/We understand that any willful misstatement of material fact will be grounds for disqualification. The County of Erie is hereby granted permission to verify any of the information in the application in any appropriate manner.

### 3. Property Taxes and Municipal Services Charges

I/We understand that all property taxes and charges for water and any other County services must be paid for the property to be improved with Commercial Center Improvement Program resources and for all other properties in the County of Erie owned wholly or in part by me/us. I/We understand that no Commercial Center Improvement Program contracts will be signed unless all taxes and service charges are current.

### 4. Contracts

I/We understand that any contract for Commercial Center Improvement and/or grounds improvement work paid for in part by the Commercial Center Improvement Program will be between the contractor and myself/ourselves and I/we should **NOT SIGN ANY CONTRACT FOR WORK UNDER THIS PROGRAM UNTIL AUTHORIZED TO DO SO IN WRITING BY THE COUNTY OF ERIE**. I/We understand that the receipt of Commercial Center Improvement Program assistance is subject to satisfactory completion of the approved work. I/We also understand that the County of Erie is not responsible or liable for any breach of contract, faulty workmanship, accidents, liability or damage which may arise from my/our relationship with the contractor. I/We further understand that the Contractor cannot begin work on my/our property until a **WRITTEN NOTICE TO PROCEED** is issued to me/us and the Contractor by the County of Erie. The Notice to Proceed will be provided when all conditions are met and necessary approvals received.

Competitive bids will be solicited for all of the Commercial Center Improvement Program projects. I/We understand that if I/we choose a qualified contractor who is not the lowest bidder. I/We are required to obtain from the project architect a written summary justifying the desired selection.

I/We understand that the cost of any changes to the construction documents by the Project Architect shall be my/our responsibility. The County shall have no obligation to pay for such costs.

**5. Escrow of Owner's Share**

I/We understand that my/our share of the Construction Contract amount must be placed in a Commercial Center Improvement Program non-bearing escrow account prior to the issuance of the Notice to Proceed.

**6. Project Architect**

I/We understand that a Project Architect may be designated by Erie County to prepare plans and specifications for proposed improvements to my/our property. I/We further understand that the Project Architect will ensure consistency between the plans/specifications and work undertaken.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date