

# Request for Proposals

## Beech Avenue Community Park Design and Development



**RFP No:** *PLN2022-01*

**Proposals Due:** *April 8, 2022 at 2 PM*

Department of Planning and Environmental Services  
Niagara Falls City Hall  
745 Main St  
Niagara Falls, NY, 14302  
Room # 306

## Table of Contents

|  |    |
|--|----|
| <b>Section 1 – Introduction and Instructions</b> .....     | 3  |
| <b>Section 2 – Objective and Project Description</b> ..... | 4  |
| <b>Section 3 – Scope of Work</b> .....                     | 5  |
| <b>Section 4 – Proposal Format and Content</b> .....       | 8  |
| <b>Section 5 - Contract Award</b> .....                    | 10 |
| <b>Section 6 - Standard Proposal Information</b> .....     | 11 |
| <b>Appendix A</b> .....                                    | 13 |
| <b>Appendix B</b> .....                                    | 16 |
| <b>Appendix C</b> .....                                    | 21 |
| <b>Appendix D</b> .....                                    | 24 |

# Section 1 – Introduction and Instructions

## Purpose of the RFP

The City of Niagara Falls, New York (hereinafter referred to as the “City”) issues this Request for Proposal (RFP). The purpose of this RFP is to establish a contract with a qualified vendor for consultant planning services to develop a community park at 1300 Beech Avenue, Niagara Falls, NY.

## Contact Person(s), Address(s), and Telephone Number(s)

Joshua Greene  
Environmental Planner  
745 Main St, Room 306  
Niagara Falls, New York, 14302  
Phone: (716) 286-4462  
Email: Josh.Greene@niagarafallsny.gov

Leeann Huey  
Purchasing Agent  
745 Main St, Room 214  
Niagara Falls, New York, 14302  
Phone: (716) 286-4372

## RFP Schedule

This schedule represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule (subject to change as required by the City) is as follows:

RFP Issued: March 4, 2022

Written Clarification Questions Deadline: March 18, 2022

- Send clarification questions via email to Joshua Greene (Josh.Greene@niagarafallsny.gov)

City’s Response to Written Clarification Questions: March 25, 2022

Proposals Due: April 8, 2022

City Council Meeting for Possible Award: June 8, 2022

## General Instructions

The City will officially distribute submission package documents from the Division of Purchasing. Submission package documents are also available on the Purchasing Division’s website, <https://niagarafallsusa.org/government/city-departments/purchasing/>. Copies from any other source are not considered official copies. Only those vendors who obtain documents from the sources listed are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from a source other than the sources listed, it is recommended that you obtain an official copy.

The envelope or packing container containing the submission must bear the vendor name and address, be sealed and must be clearly marked in the LOWER LEFT CORNER with the submission number (RFP# PLN2022-01). Submissions, which are received in a packing envelope or container, should also bear the submission number in a conspicuous place. Failure to do this may necessitate the premature opening of the submission, which may compromise its confidentiality.

## **General Instructions (continued)**

Vendor(s) must submit or deliver one (1) original copy and five (5) paper copies, together with one copy in PDF format on a USB/thumb drive of the proposal to:

CITY OF NIAGARA FALLS, NEW YORK  
DIVISION OF PURCHASING  
City Hall, Room 214  
745 Main Street  
PO Box 69  
Niagara Falls, NY, 14302-0069

Vendors will not be permitted to enter City Hall during the time in which it is closed to the public. Vendors should make every effort to deliver RFP packages via USPS, UPS, FedEx or a similar delivery service. Please note that the Purchasing Division must still receive those deliveries no later than the scheduled time set forth on Page 3 herein. Vendors who are unable to utilize a delivery service may call 716-286-4371 and make an appointment to drop off a package to a member of the Purchasing Division staff at the Main Street entrance security desk inside City Hall. Calls to schedule an appointment should be made no later than 4:00 p.m. the day before the scheduled opening. The City takes no responsibility for the late arrival of RFP packages due to delivery failure or the failure to leave adequate time for an appointment to be scheduled.

Proposals will not be publicly read at the opening. Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means. Vendors assume the risk of the method of dispatch chosen. Postmarking by the due date will not substitute for actual proposal receipt by the City. A vendor's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

The total number of pages contained in this package should be 25 pages. If any pages are missing, please contact the Purchasing Division.

## **Section 2 – Objective and Project Description**

### **Background**

The existing site of the proposed park is approximately five (5) acres and owned by the City of Niagara Falls. The site is bounded on the north, east and west by the Tulip Corporation and other industrial facilities, and bounded on the south by residential properties. Additionally, nearby on the east side of the site is the Henry J Kalfas Elementary School. Historically, this site is the former location of industrial facilities and a superfund site. Since then, the site has undergone a full environmental remediation according to the NYSDEC (Appendix C).

The community park will be located on Beech Avenue, in the northern most part of the city (Appendix D). In this neighborhood, there is only one city-owned park (D'Amelio Park). In the surrounding neighborhoods, there are an additional three city-owned parks and the De Vaux Woods & Whirlpool State Parks. The current city-owned parks in this area are primarily pocket parks that offer residents small patches of greenery and playground/athletic equipment. The objective of this new park will look to offer residents a park with more natural settings and opportunities for both passive and recreational activities.

## **Project Objective**

The City requires consultant services: public outreach, planning, design, and engineering, to establish a master plan and specifications for a new public park at 1300 Beech Avenue. The consultant shall establish a comprehensive park program and master plan for the new park.

## **Section 3 – Scope of Work**

### **Introduction**

The City of Niagara Falls is soliciting proposals for a qualified consultant to design the Beech Avenue Community Park. The physical construction of the park will be completed as part of a second phase. The development of the park will be driven by a robust community engagement process and focus on improving the cultural and ecological prosperity of the surrounding neighborhood. The City of Niagara Falls Department of Planning and Environmental Services will oversee and guide the development of the park. The selected consultant will work closely with the administration through the design and development of the park.

The development of the park is intended to build upon the goals and policies of the City’s Parks Master Plan, “City in a Park” (2013). Additional guiding documents include but are not limited to the City of Niagara Falls Comprehensive Plan (2009) and the Highland Community BOA Plan (2012).

### **Services**

The City requires a consulting firm or combination thereof with expertise in the fields of planning and urban design, landscape architecture, environmental assessment and/or remediation, parks and open space design, engineering, and public engagement. The selected consultant shall prepare the design and development of the park including the following tasks.

#### *Task 1: Initial Project Scoping and Meeting Orientation*

- Meet with the project team: Department of Planning and Environmental Services, Department of Public Works/Parks, and Engineering, to formalize project schedules, deadlines and meetings, clarify issues, and establish points of contact with City staff.
- Meet with interested and involved agencies (i.e. DEC) to ensure absolute coordination among public agency interests. Also, meet and consult with private stakeholders as necessary to establish a general parameter for design considerations.
- Deliverables: Initial meeting minutes, initial project scope, and schedule of task completion

#### *Task 2: Preparation and Implementation of a Community Outreach Process and Plan*

- The Consultant(s), project team, and other partners as appropriate shall prepare a method and process to encourage community participation in the development and implementation of the Beech Avenue Community Park. At a minimum, the process shall include at least *three* public workshop type meetings to be conducted during the plan development and a survey of the community.
- The outreach plan shall identify key individuals, organizations, and entities to be involved, and shall identify the visioning process and the roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of public meetings. All public meetings will be publicized in the community through press releases, announcements, individual mailings,

digital media, municipal website postings, and any other appropriate means. Meetings shall be scheduled in a manner that maximizes attendance and participation from all interested community members. The consultant(s) may utilize the New York State Department of State's Office for New Americans and their Community Navigators to encourage participation from populations who are frequently underrepresented in this process, including immigrants, refugees, and minorities.

- The Consultant shall prepare a summary of each public workshop session and stakeholder interviews to be made available in written form and through other appropriate means, such as a website or social media. The outreach plan shall be submitted to the Department for review and approval.
- Deliverables: Public Outreach Plan; public meeting agendas and intended meeting outcomes; public survey; minutes of each meeting (including any presentations or handouts); summary of stakeholder interviews, and summary documents indicating design suggestions provided by meeting attendants

### *Task 3: Neighborhood/Site Inventory and Analysis*

The consultant shall perform an inventory and site analysis for the location of the new park and the Highland neighborhood that includes, but not limited to the following:

- Community profile, including location, population, and demographics
- Identification and assessment of the condition of the existing built infrastructure:
  - Water supply
  - Stormwater and sewage management
  - Gas and electric
  - Transportation systems (pedestrian access, bicycle infrastructure, public transportation, and private vehicle infrastructure)
- Identification and assessment of existing land use and development:
  - SWOT analysis for ongoing revitalization
  - Land use and ownership patterns (public and private)
  - Abandoned, deteriorated, and underused sites/buildings near the park
- Identification and assessment of existing zoning districts and other relevant local land use and development controls
- Identification and assessment of the surrounding natural and recreational environment
  - Assessment of desired open spaces, public access sites, and recreation and tourism resources in the neighborhood
  - Assessment of the production and supply of ecosystem services for the proposed park site and the green spaces within the Highland neighborhood
  - Identification of the potential production and supply of new ecosystem services from the completed park
  - Investigation on the health of current vegetation at the site, the suitability of the site for vegetation plantings, and what remediation may be needed to support landscaping
  - Risk assessment: assessment of risks to key assets and systems – including impacts to wetlands, habitats and other natural resources
- Compile an inventory of the current park facilities in the Highland Neighborhood and surrounding neighborhoods
  - Assess the quality of parks and their facilities in the area

- Identify what facilities and resources the park could provide to the neighborhood that the surrounding parks do not.
- Evaluate how the community utilizes existing parks facilities and how park usage can be improved
- Evaluate the demand for different types of park facilities (i.e. basketball courts, athletic fields, playgrounds, etc.)
- Identification and assessment of federal, State and/or locally-designated historic sites, scenic resources and districts
  - National Register sites and districts, locally designated resources, and archaeological resources
- Summary of existing authorities of federal, state, regional, and local agencies, as well as private institutions, that have jurisdiction of the relevant site and surrounding areas
- Deliverables: Compilation of requested data collected and a summary report

*Task 4: Preliminary Design Development*

- The consultant(s) shall prepare preliminary design plans from conceptual/schematic designs, including the development of preliminary construction drawings, plans, specifications, and cost estimates. The preliminary plan shall be developed in accordance with feedback gathered from the community during the initial public workshop meetings. The preliminary designs shall be provided to the City for review.
- The consultant(s) shall present the preliminary plan to the City and neighborhood residents during one of the public workshop meetings. Based on comments and concerns raised during the meeting, the consultant shall produce design alternatives accordingly and present them to the City for review.
- Deliverables: Initial preliminary plan, a summarized account of the public's input, and design alternatives based in outcomes of the first public workshop meeting

*Task 5: Final Master Plan*

- Based on the input and comments raised from tasks 2-4, the consultant(s) shall provide a final Master Plan for the park. The final Master Plan shall include, but not be limited to:
  - Illustrative Park Master Plan
  - Written description of the Master Plan elements
  - Revised accurate cost estimates for all proposed elements of the plan
  - Full-color graphics and drawing of the Park Master Plan suitable for presentation and poster display
  - Explanation of design choices and how they were arrived at based on information and input
- Deliverables: Park Master Plan

*Task 6: Beech Avenue Community Park: Final Design and Construction Documents*

- The consultant(s) shall supply all usual design and related services required for the preparation of all plans, specifications, and related documentation necessary to bid for construction. The consultant(s) shall prepare plans and specifications in cooperation with the Department of Engineering for their review and approval.

- Deliverables: Submission of construction drawings, plans, and specifications to the City's designated project manager

*Task 7: Determination of Significance and Compliance with SEQRA*

- The adoption of the prepared Park Master Plan and development of said park will require compliance with SEQRA. The consultant(s) shall request designation as Lead Agency for purposes of SEQRA. The consultant(s) shall prepare, distribute and file a Full Environmental Assessment Form for purposes of evaluating the importance/significance of the impacts associated with the development of the park.
- Upon completing the Full Environmental Assessment Form, the consultant(s) shall make a Determination of Significance in accordance with the SEQRA regulations. If the Determination of Significance results in a Positive Declaration, the Lead Agency shall prepare a Draft Generic Environmental Impact Statement for the Park Master Plan in accordance with State Environmental Quality Review Act (SEQRA) regulations and guidelines.
- If the findings of the Determination of Significance are such that the park will not have a significant adverse environmental impact, a Negative Declaration may be prepared and filed. If a Negative Declaration is prepared and filed, then a Draft Generic Environmental Impact Statement will not be necessary and no further actions are necessary under the SEQRA regulations. The consultant(s) shall determine whether a public hearing will be held on the Park Master Plan. Completed SEQRA documents shall be submitted to the Department for review and approval.
- Deliverables: Completed Full Environmental Assessment Form and associated SEQRA determination statements (Positive or Negative Declaration). If the Determination of Significance results in a Positive Declaration, a Draft Generic Environmental Impact Statement in accordance with State Environmental Quality Review Act (SEQRA) regulations and guidelines shall be prepared. If a Draft Generic Environmental Impact Statement is prepared, a public hearing shall be held and the hearing notes should be submitted to the Department.

*Task 8: Project Status Reports*

- The consultant(s) shall submit project status reports semi-annually to the City, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.
- Deliverables: Completed project status reports during the life of the contract

## **Section 4 – Proposal Format and Content**

### **Technical Plan**

Each proposal shall include a narrative description of vendor's approach to the required tasks, including project management and mobilization. The response must specifically address the approach for public engagement, the planning process, and your strategy for overall success. Proposals shall also outline equipment and crew resources available to fulfill the proposal requirements and demonstrate ability to complete the scope of work in a timely and safe manner.

### **Experience**



Provide specific description of your firm's experience in Niagara Falls, Western New York, or New York State with community development, park planning, public engagement, brownfield redevelopment, and landscape architecture. In particular, identify experience with other park developments your firm may have completed or assisted. Please provide reference to any supporting documents and contact persons.

### **Project Team**

Provide a project organization chart that identifies the project manager and the project team members together with sub-consultants and subcontractors if possible and including resumes of individuals that will work directly on the project.

### **Budget**

Provide a proposed budget that includes a breakdown of the costs per task (including additional proposed tasks). The cost breakdown must provide the number of hours dedicated to each task (or sub-task, if applicable). Periodic and final payments will be tied to review and acceptance of work projects and reports. Consultant responding to this RFP should handle fees on a "not-to-exceed" lump sum account basis enumerated on a detailed cost per component area.

### **Performance Bond**

A performance bond will be required of the successful vendor in form and substance with sureties approved by the City's Corporation Counsel in the amount set forth on the vendor's proposal. The Purchasing Division must receive said bond no later than ten (10) business days following the date of notification of award. Failure to do so may result in the award being negated.

### **Payment**

The successful vendor shall receive payment when the work is completed. To receive payment, the vendor shall submit an invoice to the City.

The City may withhold payments hereunder for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed, or reasonable evidence that a claim will be filed or other reasonable cause.

### **Changes, Additions, Deductions, and Additional Work**

Upon proper action by the City, the City may authorize changes, additions, or deductions from the work to be performed. The authorization must be by written notice to the vendor. No extra work shall be done or any obligation incurred except upon written order by the City. If any change causes an increase or decrease in the vendor's cost of, or the time required for, the performance of any part of the work under this contract, the City shall make an equitable adjustment and modify the contract in writing.

### **Termination of Contract**

The City may, by written notice to the vendor, terminate this agreement in whole or in part at any time, either for the City's convenience or for cause. Upon receipt of notice, the vendor shall immediately

discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed service.

This contract shall be terminated for cause if the vendor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the City within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing because of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

### **Independent Contractor Status**

The parties agree that the vendor operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the vendor shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the vendor is inclusive of any use, excise, income, or any other tax arising out of this agreement.

### **Indemnification and Insurance Requirements**

To the fullest extent permitted by New York law, the vendor, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the vendor's performance of the agreement or any other agreements of the vendor, entered into by reason thereof. The vendor shall indemnify and defend the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the vendor, its subcontractors, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements.

The vendor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with the requirements set forth in Appendix A.

## **Section 5 - Contract Award**

### **Contract Award**

It is the City's intent to enter into a contract(s) with a vendor(s) with the lowest total cost who best demonstrates the ability and technical plan to expeditiously complete the requirements of this RFP. The evaluation criteria used for this RFP is as follows:

| <i>Criteria No.</i> | <i>Criteria Description</i>  | <i>Points</i> |
|---------------------|--|---------------|
| 1                   | The clarity and comprehensiveness of the proposed approach to the entire project, particularly the public consultation component, and;   | 25            |
| 2                   | The proposal narrative and creativity in designing a project that will accomplish the overall project goals; and;  | 20            |
| 3                   | Experience, professional qualifications, and evidence of project personnel expertise - contractor and subcontractors - on similar projects having objectives similar to those described herein; and; | 20            |
| 4                   | Expressed understanding of the intended community outcomes of the project as well as its relationship to the scope of the work describe herein, and;   | 15            |
| 5                   | Perceived ability to bring the project to a timely conclusion  | 10            |
| 6                   | Clarity and breakdown of proposed budget   | 10            |
|                     |  | Total:<br>100 |

The City may award the work, in whole or in part, to vendor(s) to perform the work described herein. The City reserves the right to reject all bids, waive technicalities, and make the award(s) as deemed in the best interest of the City.

Vendor agrees to work diligently to complete this contract by the earliest possible date. The City desires the project be completed by the date set forth in the successful proposal, unless the City initiates additions or deletions by written change orders, or in its sole discretion extends the completion date, or the contract is terminated as provided herein.

## **Section 6 - Standard Proposal Information**

### **Authorized Signature**

An individual authorized to bind the vendor to the provisions of the RFP must sign the proposal.

### **City Not Responsible for Preparation Costs**

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **Proposal/Bid Bond**

No bid bond is required for this RFP.

### **Certifications Required**

Vendors shall complete and return the “Vendor’s Certification & Assignment of Claim” and the

“Affidavit of Non-Collusive Submission Certification”. Failure to complete, sign and have notarized the aforementioned certifications may result in the submission being rejected.

### **No Contact Policy**

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify the vendor from this procurement.

### **Site Visit**

Any vendor wishing to visit the site prior to submitting a proposal may make arrangements to do so by contacting Joshua Greene, Environmental Planner at 716-286-4462. Vendors entering the site do so at their own risk and assume any and all liability for any damages or injuries suffered as a result of their presence at the site.

### **Special Conditions**

The City reserves the right to reject any and all proposals, to waive informalities, and to select the proposal and vendor(s) that, in the City’s sole discretion, are in the best interests of the city of Niagara Falls, New York.

The City further reserves the right to:

1. Amend, modify, or withdraw this RFP.
2. Revise any requirements under this RFP.
3. Require supplemental statements of information from any responding party.
4. Extend the deadline for submission of responses hereto.
5. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
6. Waive any nonconformity with this RFP.
7. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
8. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
9. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked vendor.
10. Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

## **Appendix A**

# INSTRUCTIONS FOR CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE

Standard Insurance Requirements apply to the following classifications:

- Construction and Maintenance
- Purchase of, or lease of merchandise or equipment
- Professional Services
- Property Leased to others or Use of Facilities or grounds
- Concessionaire Services
- Livery Services
- All Purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be delivered to the City of Niagara Falls, New York, 745 Main Street, Rom 242, P.O. Box 69, Niagara Falls, New York 14302-0069 and should reference the contract, bid, quote, RFP or operation being performed.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder.

All Certificates of Insurance shall be approved by the Risk Management Department prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

**A. Comprehensive General Liability**

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000.00 per occurrence and \$3,000,000.00 annual aggregate. The coverage shall include:

- \* Premises and Operations
- \* Products and Completed Operations
- \* No exclusion for X C U coverage (explosion, collapse and underground)
- \* Independent Contractors
- \* Broad Form Property Damage
- \* Contractual Liability
- \* Fire Legal Liability (Covered by a standalone limit of \$1,000,000)
- \* Personal Injury Liability (Cov. A, B and C)
- \* Liquor Liability (if alcoholic beverages are to be dispensed under NYS License.)
- \* If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive

general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability).

B. **Auto Liability:** (if licensed vehicles are to be used in the operation) With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).

C. **Excess Umbrella Liability:** If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.

D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000) With a minimum limit of \$1,500,000.00 each occurrence and \$3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.

E. **Professional Liability:** If the contract includes professional services (engineers, architects, etc.,) contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).

F. **Property Insurance:** (if applicable) Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.

G. **Statutory Workers' Compensation and Employers Liability:** All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.

H. **Performance and Payment Bond: (if specified in bid request)** A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than the total amount of the proposal and shall be delivered before commencement of lease or assumption of operations under contract.

**NOTE: IF THE CONTRACT IS FOR PROFESSIONAL SERVICES ONLY, (ENGINEERS, ARCHITECTS, ETC.,) PARAGRAPHS D, F AND H WILL NOT APPLY.**

**Revised 02-16-2018**

## **Appendix B**



## **VENDOR'S CERTIFICATION & ASSIGNMENT OF CLAIM**

THIS FORM MUST BE COMPLETED IN INK, BE TYPED OR BE COMPUTER GENERATED,  
BE CLEARLY LEGIBLE AND BE SIGNED AND DATED WITH EITHER BLUE OR BLACK INK.

FAILURE TO DO THIS MAY RESULT IN REJECTION.

I/We, the undersigned, herewith propose and agree to furnish to the City any one or all of the items upon which we have submitted, for the prices indicated herein, in accordance with the instructions, General Conditions and Specific Terms, Conditions and Specifications and any other related formal documents.

The undersigned individual certifies to having read these Instructions, General Conditions, Specific Terms, Conditions and Specifications and any other related formal documents and offers to furnish the articles specified to the City in exact accordance with same at the prices herein stated.

Vendor hereby assigns to the City and the State of New York any and all of its claim(s) for overcharges associated with this contract/agreement which arise under the antitrust laws of the United States, 15 U.S.C. Section 1, et seq. and the antitrust laws of the State of New York, G.B.L. Section 340, et seq.

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
NAME & TITLE OF AUTHORIZED CONTACT

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

## AFFIDAVIT OF NON-COLLUSIVE SUBMISSION CERTIFICATION

I hereby attest and certify that I am the person responsible within my firm for the final decision as to price(s) and amount of this submission, or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm. I further attest and certify that:

1. The price(s) and amount(s) of this submission have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, vendor, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this submission have been disclosed to any other vendor, firm or person who is submitting or potentially submitting on this project, and will not so be disclosed prior to submission opening.
3. No attempt has been made or will be made to solicit, cause or induce any vendor, firm or person to refrain from submitting on this project, or to submit a higher price than the submission of this firm, or any intentionally high or non-competitive submission or other form of complementary submission.
4. The submission of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any vendor, firm or person to submit a complementary submission.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any vendor, firm or person, or offered, promised or paid cash or anything of value to any vendor, firm or person, whether in connection with this or any other project in consideration for an agreement or promise by any vendor, firm or person to refrain from submitting or to submit a complementary submission on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any vendor, firm or person, and has not been promised or paid cash or anything of value by any vendor, firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary submission, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's submission on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made.

### SUBMISSION IS NOT ACCEPTABLE WITHOUT THE ABOVE AFFIDAVIT SIGNED AND CERTIFIED BY A NOTARY PUBLIC

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

## CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By making a submission in response to this offering or by assuming the responsibility of an contract/agreement hereunder, each Vendor/Bidder/Contractor, any person signing on behalf of any Vendor/Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website that to the best of its knowledge and belief that each Vendor/Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Vendor/Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Vendor/Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this offering must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the agreement or contract, should the City receive information that a Vendor/Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person, vendor or entity an opportunity to respond. If the person, vendor or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Vendor/Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Vendor/Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Vendor/Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, depose and say that I am the  
\_\_\_\_\_ of  
\_\_\_\_\_, the vendor making this submission and that neither  
Vendor/Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
Authorized Signature

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

## NON-SUBMISSION CERTIFICATE

**Instructions**

1. Place an X on the appropriate line(s) below.
2. Complete and return ONLY this page of the package.
3. Make sure to place your submission number on your envelope and return it to the Purchasing Division

NOTE: It is required that you indicate your reason for not making a submission.

\_\_\_\_ We are not making a submission.

\_\_\_\_ We request that you remove our name from the mailing list for this offering only.

\_\_\_\_ We request that you remove our name from the mailing list for all future offerings made by the City.

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE and ZIP CODE: \_\_\_\_\_

REASON FOR NOT MAKING A SUBMISSION:

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

SIGNATURE: \_\_\_\_\_

## **Appendix C**

NYSDEC STATE SUPERFUND PROGRAM (SSF)  
*CERTIFICATE OF COMPLETION*

**Name**

Honeywell International Inc.

**Address**

101 Columbia Road, Morristown, NJ 07962

**SITE INFORMATION**

**Site No.:** 932136 **Site Name:** Tract II Highland Ave

**Order on Consent: Index No.** B9-0777-08-03 **Order Execution Date:** 10-18-2011

**Site Owner:** Brightfields II Corporation

**Street Address:** 3001 Highland Ave., 1300 Beech Ave., 1500 Beech Ave., F/K/A 3201 and 3079 Highland Ave.

**Municipality:** Niagara Falls **County:** Niagara **DEC Region:** 9

**Site Size:** 18.060 Acres

**Tax Map Identification Number(s):** 144.06-2-2.1, 144.06-2-25.1, 144.06-2-25.2, a portion of 144.06-2-27.1

A description of the property subject to this Certificate is attached as Exhibit A and a site survey is attached as Exhibit B.

**CERTIFICATE ISSUANCE**

This Certificate of Completion, hereinafter referred to as the "Certificate," is issued pursuant to 6 NYCRR §375-1.9.

This Certificate has been issued upon satisfaction of the Commissioner, following review by the Department of the final engineering report and data submitted pursuant to the Order on Consent as well as any other relevant information regarding the Site, that the applicable remediation requirements set forth in the Environmental Conservation Law (ECL) and 6NYCRR Part 375 have been or will be achieved in accordance with the time frames, if any, established in the remedial work plan.

The remedial program for the Site has achieved a cleanup level that would be consistent with the following categories of uses:

**Allowable Uses under the SSF:** Restricted Residential (144.06-2-25.2); and

**Allowable Uses under the SSF:** Commercial and Industrial (144.06-2-2.1, 144.06-2-25.1, a portion of 144.06-2-27.1)

The Remedial Program includes use restrictions or reliance on the long term employment of institutional or engineering controls which are contained in the approved Site Management Plan, Environmental Easements and Amendments to the Environmental Easements granted pursuant to ECL Article 71, Title 36 which have been duly recorded in the Recording Office for Niagara County with recording identifier 2014-21584; 2014-21585; 2014-21586; 2014-21917; 2014-21918; 2014-21919; 2017-05774; 2017-05775; and 2017-05776.

**LIABILITY LIMITATION**

Upon issuance of this Certificate of Completion, and subject to the terms and conditions set forth herein, the Certificate holder(s) shall be entitled to the liability limitation provided in 6NYCRR §375-2.9. The liability limitation shall run with the land, extending to the Certificate holder's successors or assigns through acquisition of title to the Site and to a person who develops or otherwise occupies the Site, subject to certain limitations as set forth in 6NYCRR §375-2.9(d). The liability limitation shall be subject to all rights reserved to the State by ECL §27-1321 and any other applicable provision of law.

### CERTIFICATE TRANSFERABILITY

This Certificate may be transferred to the Certificate holder's successors or assigns upon transfer or sale of the Site as provided by 6NYCRR §375-1.9(f)-(g).

### CERTIFICATE MODIFICATION/REVOCATION

This Certificate of Completion may be modified or revoked by the Commissioner following notice and an opportunity for a hearing in accordance with 6NYCRR §375-1.9(e)(2) upon a finding that:

- (1) the remedial party has failed to manage the controls or monitoring in full compliance with the terms of the approved remedial program;
- (2) there has been a failure to comply with the terms and conditions of the order;
- (3) there was a misrepresentation of a material fact tending to demonstrate that the cleanup levels were reached;
- (4) the terms and conditions of any environmental easement have been intentionally violated or found to be not protective or enforceable;
- (5) for good cause;
- (6) environmental contamination at, on, under, or emanating from the site if, in light of such conditions, the site is no longer protective of public health or the environment, and the remedial party is not in good faith negotiating, and/or following its approval by the Department, implementing a work plan to achieve conditions at the site which are protective of public health and the environment;
- (7) non-compliance with the terms of the order, the remedial work plan, site management plan, or the certificate of completion after notice of the failure and reasonable opportunity to cure has been afforded to the remedial party by the Department as provided for at paragraph 375-1.9(e)(2);
- (8) fraud related to the remedial program for the site committed by the certificate holder;
- (9) a finding by the Department that a change in an environmental standard, factor, or criterion upon which the remedial work plan was based renders the remedial program implemented at the site no longer protective of public health or the environment, and the remedial party is not in good faith negotiating, and/or following its approval by the Department, implementing a work plan to achieve conditions at the site which are protective of public health and the environment; or
- (10) a change in the site's use subsequent to the Department's issuance of the certificate of completion, unless additional remediation is undertaken which shall meet the standard for protection of the public health and environment that applies to this site.

The Certificate holder(s) (including its successors or assigns) shall have thirty (30) days within which to cure any deficiency or to seek a hearing. If the deficiency is not cured or a request for a hearing received within such 30-day period, the Certificate shall be deemed modified or vacated on the 31st day after the Department's notice.

Basil Seggos  
Commissioner  
New York State Department of Environmental Conservation

By: Michael J. Ryan Date: 11/2/18  
Michael J. Ryan, P.E., Director  
Division of Environmental Remediation

## **Appendix D**



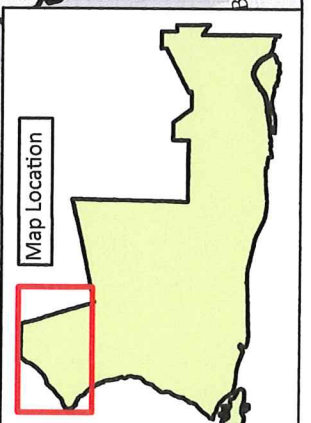
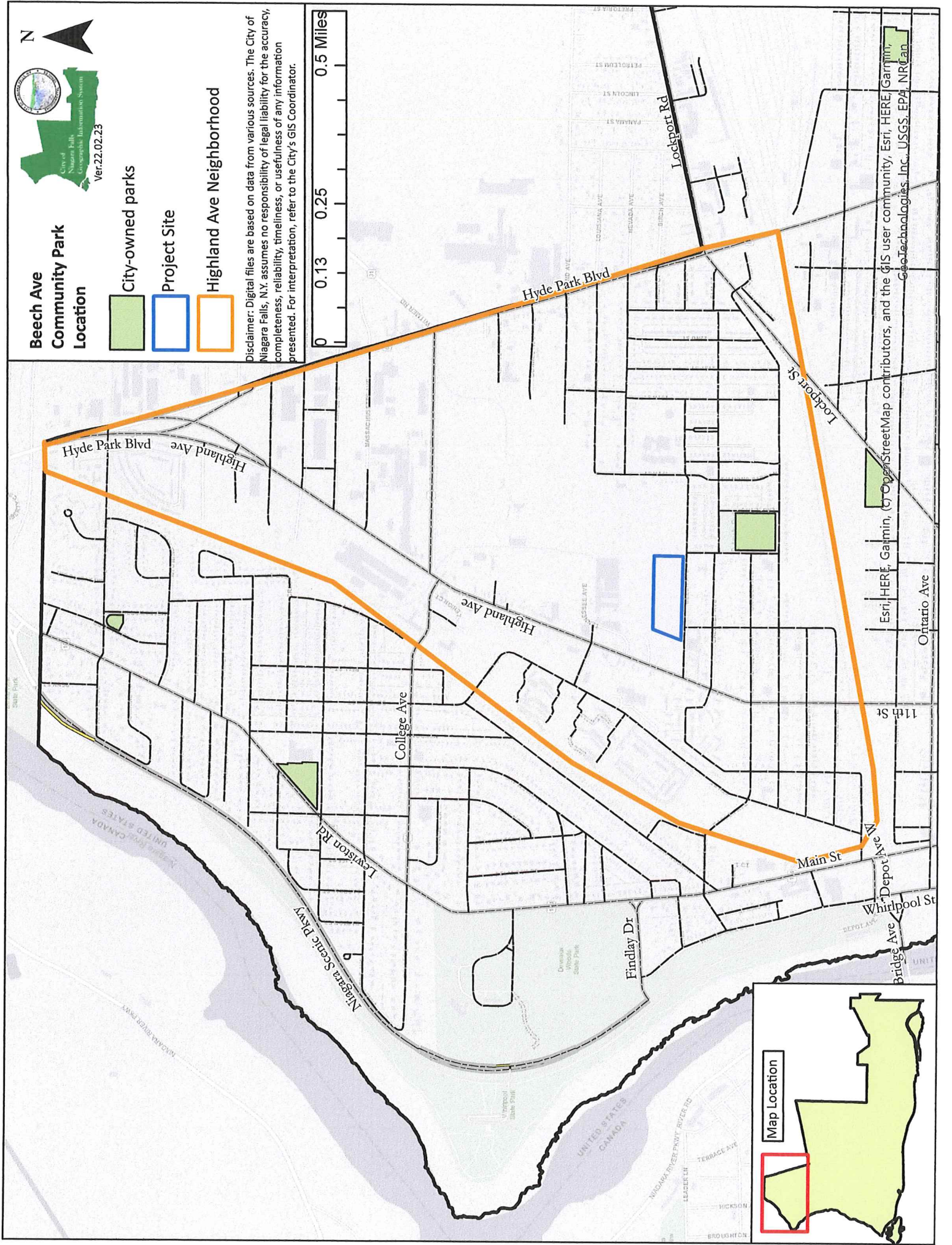


**Beech Ave  
Community Park  
Location**

Ver.22.02.23

- City-owned parks
- Project Site
- Highland Ave Neighborhood

Disclaimer: Digital files are based on data from various sources. The City of Niagara Falls, N.Y. assumes no responsibility of legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information presented. For interpretation, refer to the City's GIS Coordinator.



Map Location

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