

## Request for Proposals

### DRI Bridge District Small Project Grant Fund and DiCamillo Bakery Grant Administration



RFP No: *PLN2023-01*

**Proposals Due: *February 24, 2023 at 2 p.m.***

Department of Planning and Environmental Services  
Niagara Falls City Hall  
745 Main Street  
Niagara Falls, NY, 14301

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## Section 1 – Introduction and Instructions

### A. Purpose

The City of Niagara Falls (the “City”) is seeking qualified firms (“Proposers”) to provide administrative and architectural consulting services in connection with an awarded grant from the New York State Department of State (“DOS”) for the Niagara Falls Small Project Grant Fund and DiCamillo Bakery grant (collectively herein after the “Project”).

### B. Contact Person(s), Address(s), and Contact Information

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Director of Planning  
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Niagara Falls, NY, 14301  
Phone (716) 286-4470  
Email: [nfny.planning@niagarafallsny.gov](mailto:nfny.planning@niagarafallsny.gov)

Leeann Huey  
Purchasing Agent  
745 Main Street, Room 214  
Niagara Falls, NY, 14301  
Phone: (716) 286-4372

### C. 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 is delayed, the schedule will be shifted accordingly. The City reserves the right to change the schedule at any time and for any reason. Interested Proposers

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

RFP Issued:	<b>1/13/2023</b>
Written Clarification Questions Deadline:	<b>2/1/2023</b>
City’s Response to Written Clarification Questions:	<b>2/7/2023</b>
Proposal Due Date:	<b>2/24/2023</b>
City Council Meeting for Possible Award:	<b>3/22/2023</b>

### D. General Instructions

Upon request, the City will officially distribute submission package documents from the Division of Purchasing. Proposers are encouraged to obtain submission package documents from the Purchasing Division’s website, <https://niagarafallsusa.org/government/city-departments/purchasing/>.

Copies from any other source are not considered official copies. Only Proposers who obtain documents from the official 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 through the official sources indicated above.

The envelope or packing container containing the submission must bear the Proposer's name and address, be sealed, and must be clearly marked in the **LOWER LEFT CORNER** with the submission number (RFP#PLN2022-04). Submissions, which are received in a packing envelope or container, should also bear the submission number on a conspicuous place. Failure to do this may necessitate the premature opening of the submission, which may compromise its confidentiality.

Proposers(s) must submit or deliver four (4) original copies, one with original signatures and one (1) 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  
Niagara Falls, NY, 14301

Proposers will not be permitted to enter City Hall during the time in which it is closed to the public. Proposers 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. Proposers assume the risk of the method of dispatch chosen.

Proposers 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 Proposal Due Date. 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. Postmarking by the due date will not substitute for actual proposal receipt by the City. A Proposer'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 38 pages. If any pages are missing, please contact the Purchasing Division.

## Section 2 – Background and Objective

### A. Background

The Downtown Revitalization Initiative (“DRI”) Bridge District is an active and vibrant neighborhood with a walkable public realm. Main Street serves as a retail, entertainment, and mixed-use hub comprised of diverse incomes and occupations. The District supports growing businesses that serve local residents and leverage the area’s proximity to Toronto and Buffalo. Its access to natural, recreational, cultural and educational resources offers a welcoming neighborhood for both residents and visitors that celebrates the area’s uniqueness.

The **Small Project Grant Fund** has been established to provide grant funding to property owners within the DRI Bridge District for the purpose of implementing building renovation and COVID-19 response type activities in the City’s DRI Bridge District. The goals of the DRI and Small Project Grant Fund are to promote the adaptive reuse of underutilized downtown buildings, create unique and flexible workspaces to attract emerging companies, and promote the renovation of upper stories for residential use. The fund will mimic the goals, process, and requirements of the New York Main Street Program. This includes providing funds for administration of the program by the City and also providing funds for soft costs including architectural and environmental costs. The fund is available to any commercial or mixed-use building owner within the Niagara Falls DRI boundary, See **Exhibit A**.

The **DiCamillo Bakery** grant is intended to assist the owners in renovating their existing commercial space, DiCamillo Bakery, located at 811 Linwood Avenue in Niagara Falls, New York. The project includes creation of outdoor dining space, site and landscaping enhancements, creation of a gallery space, and purchase of baking equipment.

Each grant is provided to the City through an existing Agreement with the Housing Trust Fund Corporation (“HTFC”), under the direction of the Office of Community Renewal.

### B. Project Objective

The City of Niagara Falls is seeking to enter into a contract with an experienced firm (the “Consultant”) to provide consultant services and assist the City and the Director of Planning with the following project **Management and Grant Administration** tasks:

- 1) Developing and implementing a marketing plan with associated materials
- 2) Reviewing projects for eligibility and selecting projects
- 3) Working with property owners and architects to develop scopes of work
- 4) Establishing a list of contractors and soliciting bids
- 5) Preparing project commitment and environmental compliance paperwork
- 6) Conducting inspections
- 7) Ensuring compliance with program requirements

## 8) Submitting payment reimbursement requests

In addition to the above Management and Grant Administration tasks, the City seeks a firm which can also provide **Architectural Services** to provide design review services for interior and facade renovations for properties awarded funding.

The selected consultant will work closely with the Planning Department, other City agencies, and the Administration throughout all phases of the Project. The Project is intended to utilize and build upon the goals and policies of The City of Niagara Falls Comprehensive Plan (2009), the DRI Bridge District Strategic Investment Plan (2020) and other plans that may be identified during the initial phases of the Project.

## Section 3 – Scope of Work

### A. Services

The City requires a Consultant(s) with expertise in areas related to tasks identified in the City's Agreement with HTFC broadly incorporating experience in the fields of project administration, grant funding management, planning and urban design, architectural design, environmental assessment and/or remediation, and marketing/public engagement.

The tasks below are illustrative details of the tasks outlined in Section 2(A) of this RFP which are included in the City's Agreement with HTFC. A copy of the complete Work Plan included herein as **Exhibit B**.

**Task 1 Developing and implementing a marketing plan with associated materials** - The Consultant, in coordination with the Director of Planning and the City, will conduct outreach in the eligible DRI target area to make all property owners and business owners aware of the availability of financial assistance.

**Task 2 Reviewing projects for eligibility and selecting projects** – With assistance from the Consultant, the City will offer funding assistance to eligible projects that enhance and strengthen the Downtown Revitalization Initiative area. The eligibility criteria and selection process are more fully defined in **Exhibit B** attached herein. Consultants are expected to assist the City in all steps of the review and selection process, including but not limited to the determination of eligible activities, the gathering and collection of necessary information to make such determinations, the review and creation of application material, the management of the Project review Committee, the drafting of project selection documentation and document management.

**Task 3 Working with property owners and architects to develop scopes of work** – this includes but is not limited to the development of design standards consistent with the requirements of the State Historic Preservation Office and HTFC and submission to HTFC for approval.

**Task 4 Establishing a list of contractors and soliciting bids** – The Consultant shall, in coordination with the Director of Planning or the City assist in the development and solicitation of bids related to the Project.

**Task 5 Preparing project commitment and environmental compliance paperwork** – The Consultant will be responsible for creating all draft and final documentation related to Project. All draft documents must be reviewed and approved by the Director of Planning or other City representative. Documents require additional review by HTFC or other entities before being finalized. Consultants should anticipate multiple rounds of edits prior to finalization of documents.

**Task 6 Conducting inspections** – the Consultant, in coordination with the Director of Planning or the City shall conduct periodic inspections as well as final inspections of all the work performed under this Project. The consultant will be expected to complete and additional paperwork or conduct additional inspections until the work is considered final.

**Task 7 Ensuring compliance with program requirements** – the Consultant will be expected to ensure compliance of all the work performed under this Project. This will include, but not be limited to any City, State or Federal requirements, which may apply to the work being conducted under this Project.

**Task 8 Submitting payment reimbursement requests** – the Consultant will, at the direction of the Director of Planning prepare and submit all payment and reimbursement requests for work in relation to this Project. Prior to the submission of any payment and reimbursement requests, the Consultant is anticipated to work with the program Applicant, Director of Planning or other City representatives to ensure the work is complete and in a proper format acceptable to HTFC.

Proposers may, if they choose, identify additional tasks which they feel are necessary to complete the scope of work or tasks identified in **Attachment B**. If Proposers include additional tasks, they should include a written description of that task and include the appropriate corresponding information identified in Section 4 of this RFP.

## Section 4 – Proposal Format and Content

### A. Technical Plan

Each proposal shall include a narrative description of the Proposer’s approach to each of the required tasks, including the development of resource material, document management,

reporting requirements, project management approach, and key staff involved. Proposals shall also outline staffing and other resources available to fulfill the proposal requirements and demonstrate ability to complete the scope of work in an efficient and equitable manner.

## **B. Experience and Team Members**

Proposers must provide specific description of your firm's experience with similar work of this nature and specifically identify experience in project management, grant fund administration, public engagement, architectural design, program management or other fields related directly to the tasks identified in this RFP. Proposers should also identify if any work or experience was gained with the City of Niagara Falls, New York State, or other municipal body. Proposers should provide references or other supporting documents which can substantiate and reinforce their experience. References should include the name, phone number and email of a contact person who can directly attest to the work performed.

Proposers should provide a project organization chart that identifies the key project team members, project manager, and other project team members. Where applicable Proposers should identify all sub-consultants and subcontractors and including resumes of all individuals that will work directly on the Project.

## **C. Budget**

Proposers must include a proposed budget that identifies a breakdown of all the anticipated costs by task, including any additional tasks that the Proposer may have identified according to Section 3 of this RFP. The budget must provide the number of hours each team member is anticipated to dedicate to each task or sub-task. All payments, periodic and final, will be paid to the Consultant after the City has reviewed and accepted the work associated with the Project. All consultants responding to this RFP should consider all fees to be on a "not-to-exceed" lump sum account basis enumerated on a detailed cost per component area.

Please note that the total cost available for this contract is fixed based upon grant funding provided by HTFC. A maximum of 10% of the grant funds may be used for administrative services. Therefore, the proposed budget for administration of the Project is not to be in excess of \$58,000. See **Exhibit C** for approved project budget.

## **D. Payment**

The successful Proposer shall receive payment on a monthly basis when the work is completed. To receive payment, the Proposer shall submit an invoice to the City, which describes in detail the team member, task number and total number of hours worked. Reimbursement for travel or other items must be itemized and is subject to City policy, attached as **Exhibit D**.

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.

### **E. 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 Proposer. 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 Proposer'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.

### **F. Termination of Contract**

The City may, by written notice to the Proposer, 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 Proposer 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 Proposer 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 as a result 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.

### **G. Independent Contractor Status**

The parties agree that the Proposer 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 Proposer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Proposer is inclusive of any use, excise, income, or any other tax arising out of this agreement.

### **H. Indemnification and Insurance Requirements**

To the fullest extent permitted by New York law, the Proposer, 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 Proposer's performance of the agreement or any other agreements of

the Proposer, entered into by reason thereof. The Proposer 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 Proposer, 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 Proposer 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 **Exhibit D** hereto.

## Section 5 – Contract Award

### A. Contract Award

It is the City’s intent to enter into a contract(s) with a Proposer(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:

1	The Proposer’s approach to each task that will best accomplish the overall Project goals. and;	20
2	The clarity and comprehensiveness of the proposed approach to the entire Project. and;	20
3	Expressed understanding of the intended outcomes of the Project. and;	20
4	Experience, professional qualifications, and evidence of key team members, subcontractors, with weight given to experience on similar projects. and;	20
5	Proposed schedule for Project completion. and;	10
6	Budget.	10

The City may award the work, in whole or in part, to a Consultant(s) to perform the work described herein. The City reserves the right to reject any and all bids, waive technicalities, and

make the award(s) as deemed in the best interest of the City.

The Consultant 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**

### **A. Authorized Signature**

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

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

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

### **C. Proposal/Bid Bond**

No bid bond is required for this RFP.

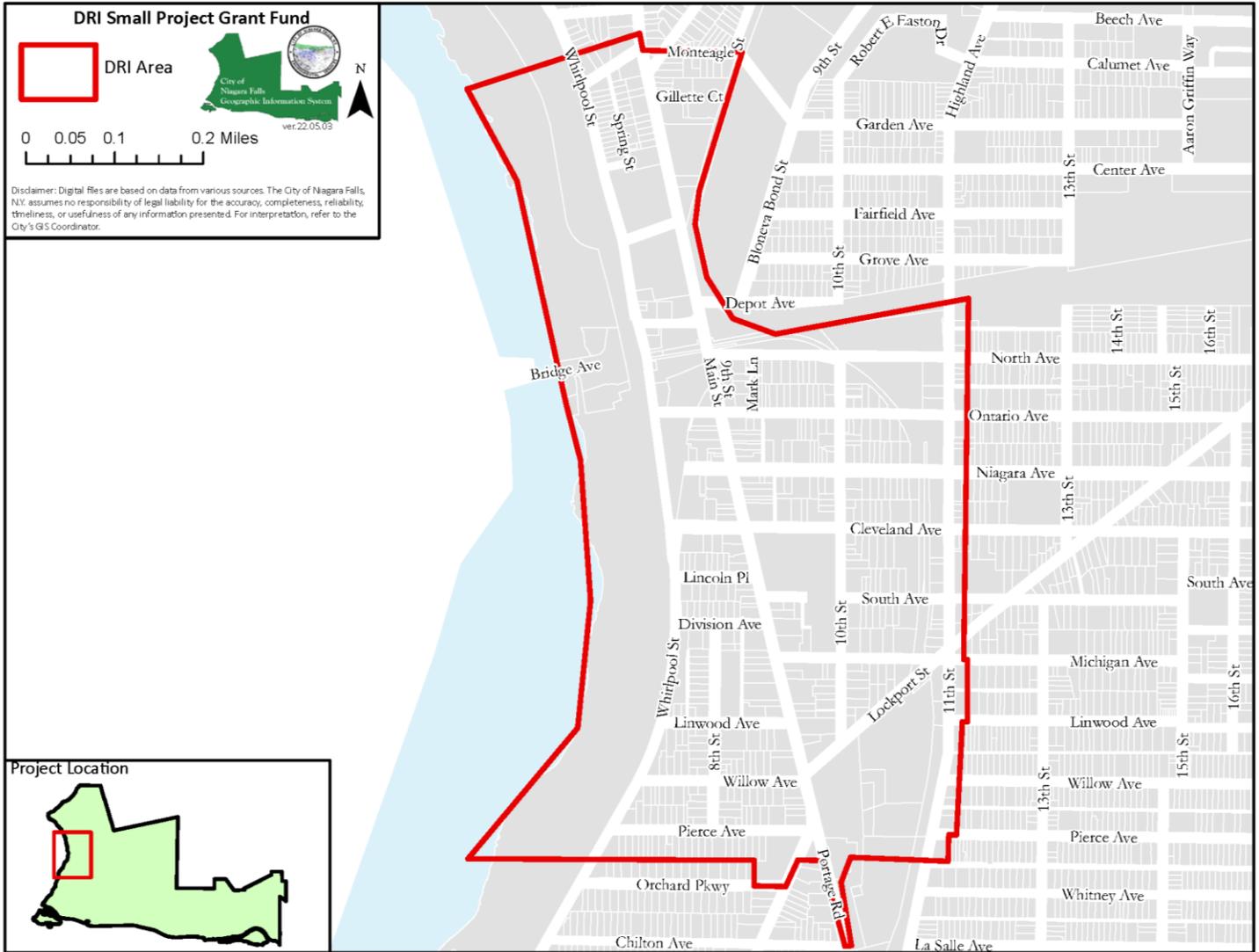
### **D. Certifications Required**

Proposers shall complete and return the “Vendor’s Certification & Assignment of Claim”, the “Affidavit of Non-Collusive Submission Certification” and the “Certification of Compliance with the Iran Divestment Act” attached hereto as **Exhibit E**. Failure to complete, sign and have notarized the aforementioned certifications may result in the submission being rejected.

### **E. 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 Proposer from this procurement.

# Exhibit A Project Area



**Exhibit B**  
**Work Plan**

**Exhibit B - Work Plan**  
**Downtown Revitalization Initiative Administrative Plan**  
**City of Niagara Falls**  
**Small Project Grant Fund and DiCamillo Bakery**

**SHARS ID: 20210363**

The program consists of two separate activities. The administrative process and requirements vary among these activities. Below is a brief description of each subprogram as well as the amount of funding available.

**DiCamillo Bakery:** The owners will renovate an existing commercial space, DiCamillo Bakery, located at 811 Linwood Avenue in Niagara Falls, New York. This project includes creation of outdoor dining space, site and landscaping enhancements, creation of a gallery space, and purchase of baking equipment.

The following Administrative Plan Sections apply to the DiCamillo Bakery project: Proof of Available Financing (1.c.6), Payment Process (1.c.7), Housing Trust Fund Corporation Approval (1.f), and Project Development (2) through Conflicts of Interest (7).

**Small Project Grant Fund:** A Small Project Grant Fund has been established to provide grant funding for applicants to implement building renovation and COVID-19 response type activities in the City of Niagara Falls' downtown area. Goals of the Niagara Falls DRI and Small Project Grant Fund are to promote the adaptive reuse of underutilized downtown buildings, create unique and flexible workspaces to attract emerging companies, and promote the renovation of upper stories for residential use.

The fund will mimic the goals, process, and requirements of the New York Main Street Program. This includes providing funds for administration of the program by the City of Niagara Falls and also providing funds for soft costs including architectural and environmental costs. The fund is available to any commercial or mixed-use building owner within the Niagara Falls DRI boundary.

## **1. Program Development**

### **1. a. Administrative Structure**

A maximum of 10% of the DRI Grant/Loan program funds may be used for administration of the program.

- DRI Community –The City of Niagara Falls is the lead administrator for the DRI Small Project Grant Fund. The City Director of Planning is responsible for the overall program administration. The City Finance Director is responsible for all program financial transactions. The DRI Community will be responsible for the following tasks:
  - Developing and implementing a marketing plan with associated materials
  - Reviewing projects for eligibility and selecting projects
  - Working with property owners and architects to develop scopes of work
  - Establishing a list of contractors and soliciting bids
  - Preparing project commitment and environmental compliance paperwork
  - Conducting inspections
  - Ensuring compliance with program requirements
  - Submitting payment reimbursement requests
- Consultant Services – The DRI Community will procure the services of a consultant to assist in project management and grant administration tasks. A minimum of two bids or proposals will be received and

reviewed to determine reasonableness of costs. A formal contract that outlines roles and responsibilities will be executed. The consultant will assist the DRI Community to complete the tasks noted above.

- Architectural Services- The DRI Community may procure the services of an architectural consultant to provide design review services for interior and facade renovations for properties awarded funding.

#### 1. b. Marketing Plan

The DRI Community will conduct outreach in the eligible DRI target area to make all property owners and business owners aware of the availability of financial assistance.

- The DRI Community will develop and distribute informational materials to market program availability and explain program requirements. These will be distributed to property and business owners in the target area.
- Instructions on how to apply for assistance and required forms will be available at the offices of the DRI Community.
- Public informational meetings will be held at one or more locations within the Community to present information and answer questions.
- The DRI Community will retain distribution lists, public notices and other documentation of marketing and outreach efforts in program files.

#### 1. c. Financing Structure

The DRI Community will offer funding assistance to eligible projects that enhance and strengthen the Downtown Revitalization Initiative area.

##### 1.c.1 Applicant Eligibility

Applicants who are eligible for DRI assistance include property owners that are individuals, for-profit entities, or not-for-profit entities with the following conditions:

- Subject property must be within the designated DRI Boundary Area.
- The applicant and property owner must be current on all municipal taxes including property, water and sewer and any other obligations to the municipalities such as loan payments.
- Subject properties that are already receiving DRI funding are not eligible to apply.
- The applicant will have the ability to finance the entire project and submit for reimbursement when the project is complete.
- No costs can be claimed against the City of Niagara Falls Small Project Grant Fund, in advance of official project grant approval from the Housing Trust Fund Corporation (HTFC).

##### 1.c.2 Eligible Activities

- Subject building must be commercial or mixed-use structure.
- Interior and exterior improvements including but not limited to roof, window, or door repairs, façade improvements, and ADA accessibility improvements.
- Capital improvements, including purchase of permanent machinery and equipment, such as furnaces and water heaters.
- Mechanical, electrical and plumbing upgrades and improvements within existing building.
- Soft cost such as Design, Engineering, and Environmental Testing.

##### 1.c.3 Eligible COVID Activities

- Reconfiguration of existing facilities to encourage reduced density;
- Redesign and updates for air filtering or ventilation systems;

- Equipment or software required to increase business capacity and efficiency in post-COVID climate, e.g. online sales, POS systems. One-time only purchases, subscription or membership fees are not eligible for reimbursement;
- Fixtures and equipment to partition customers, guide social distancing or provide contact-less sales opportunities;
- Interior and exterior improvements to support adjusted business practices, e.g. pick-up windows, outdoor seating areas;
- Personal Protective Equipment (PPE) *\*(PPE is considered an incidental expense. Generally, no more than 20% of the request or \$5,000, whichever is lower, can be awarded for PPE expenses).*

#### 1.c.4 Ineligible Activities

- Ineligible uses of funds include: acquisition costs; new construction (including in-fill buildings); improvements to structures owned by religious or private membership-based organizations; or improvements to municipally owned and municipally operated buildings; or furnishings, appliances, electronics, tools, disposable supplies, business equipment, non-permanent fixtures, temporary artwork.
- Funds may not be used for site work or ancillary activities on a property including but not limited to: septic systems/laterals, grading, parking lots, sidewalks, decks, garages, sheds, landscaping, fences, free standing signs, and general maintenance or repairs not connected to a larger project.
- Signage
- Demolition of an entire structure. Necessary interior demolition may be permitted.
- Ineligible COVID activities include: inventory, rent or lease expenses, working capital or other undefined expenses, general or disposable supplies beyond PPE as outlined above and other expenses that do not sustain business operations.

#### 1.c.5 Available Funding

The City of Niagara Falls will make available \$558,000 as reimbursement grants to selected projects.

- Activity Limits and Match Requirements
  - The DRI Community may award between \$10,000 (minimum) up to \$100,000 (maximum) in DRI grant funds, per building, not to exceed 50% of the total building renovation project cost. Residential rehabilitation of upper stories may be granted an additional \$10,000 per dwelling unit, up to \$150,000 (maximum) in DRI grant funds, not to exceed 50% of the total building renovation costs.
  - Match requirements must be realized on a building-by-building basis and are calculated using the total project cost.
  - In-kind match is not eligible.
  - Costs incurred prior to the effective date of the grant agreement are not eligible for reimbursement and not eligible as a match.
- COVID Expenses: In order to receive funding for COVID related improvements, the following will be provided:
  - Impact of COVID on participating business or property owner;
  - Need for funding; and
  - Explanation for how the investment impacts the sustainability and resiliency of the business or property. Small projects are unlikely to demonstrate long term viability.
- Soft Costs

- Eligible soft costs include Architecture, Engineering, and Environmental Testing expenses.
- Soft costs require matching funds, and in-kind match is not eligible.
- Soft costs incurred for work on buildings that eventually prove infeasible and do not receive other investments will not be reimbursed with DRI funds. Therefore, reimbursements for soft costs may not be requested as part of a partial payment prior to project completion.

1.c.6 Proof of Available Financing – Property owners are responsible for the total cost of the project. Grants will reimburse property owners at the conclusion of the project after all costs are paid. Proof of available financing through cash in bank, secured loan commitments, and/or project lines of credit is required.

1.c.7 Payment Process The program operates fully as a reimbursement grant program and the owner is responsible for paying for all agreed upon improvements. Payment of grant funds will be made only upon satisfactory completion of the items in the approved scope of work and payment of renovation expenses.

- No reimbursement shall be paid to the owner until periodic inspections of the work has been completed by the DRI Community or its representative. All completed work shall comply with all applicable building codes and standards.
- To substantiate work costs, Owners must provide the following:
  - written contracts;
  - bank documents;
  - copies of invoices for materials and labor;
  - cancelled checks;
  - lien releases;
  - and any other documents deemed reasonably necessary by the DRI Community or required by HTFC to maintain effective internal controls.
- Cash payments/cash receipts are not permitted and will not be reimbursed

1. d. Project Review & Selection Process

The DRI Community will use the following project selection criteria and project review and selection process. This process will be used consistently throughout the term of the DRI Grant/Loan program.

The Director of Planning or Consultant will collect applications and facilitate meetings for the review committee. The review committee will be provided an opportunity to review the project applications and to meet with the project owner.

The review committee will discuss each project as a whole, and will score each project individually. The results will be tabulated, shared with the project review committee, and ranked. The review committee will discuss the projects, and make a recommendation selecting which projects will move forward for funding, and the amount of grant funds they will receive. These recommendations will be forwarded to the City Administrator and City Council for approval. The project selection committee has the authority to approve the projects as presented, modify, disapprove, or approve the project with special conditions.

1.d.1 Project Application

- Applications for funding will be available during a period to be determined and specified by the DRI Community. Applications must be submitted and deemed complete by the DRI Community prior to the determined close date to be eligible for funding. The DRI Community has prepared an application (hard copy and/or online) with instructions. The application

materials outline the program requirements and selection priorities. The application requests all information necessary to fully review the project for eligibility.

- The DRI Community will advise applicants on the disposition of an application within 30 business days. Applicants will be provided formal notification of the Project Review Committee decision at the mailing address and email address noted on the application paperwork.

#### 1.d.2 Project Review Committee

The Project Review Committee will implement the project selection process and generate funding decisions. These recommended funding decisions will be provided to the City Administrator for any appropriate Council action. The planned members include:

- Director of Planning
- One Member of NFC Loan Committee
- Director of Community Development
- Director of Economic Development

#### 1.d.3 Project Selection and Review Criteria

Project selection criteria must afford priority to:

- Projects that are visually prominent Downtown;
- Projects that include renovation of upper story residential units;
- Projects with historic value or historic properties in danger of being lost in part or in total to disrepair or damage and where renovation complies with SHPO guidelines for historic preservation;
- Projects that with the assistance of grant/loan funds, will reduce blight, contribute to the economic recovery of the target area, or realize a stabilization or expansion of a Downtown business;
- Projects where assistance will create jobs;
- Projects where assistance will allow business to expand service offerings.
- Projects that adaptively reuse and restore of buildings with a mix of uses that services residents and visitors.
- Projects that create unique flexible workspaces to attract emerging companies

#### 1.d.4 Project Scoring

Projects will be selected based on the impact it will have within the target area. Projects will be scored based on the following criteria:

- Readiness - projects that provide proof of overall feasibility and readiness such as proof of ownership, documentation that 100% of the financing for the project is in place, reasonable construction timeline, reasonable construction cost estimates, pro-forma, lease documents, etc. (up to 20 points).
- Visual Impact - projects that are visually prominent downtown, have historic value, are in danger of being lost, bring existing properties into compliance with design guidelines, that are transformative beyond normal maintenance, and add to the public realm of the district (up to 20 points).
- Economic Impact- projects leveraging grant funds with private investment that with the assistance of grant funds, will reduce blight and vacancies, contribute to the economic recovery of the target area, or realize a stabilization or expansion of downtown tax base, businesses and/or jobs (up to 20 points).
- Encourage Downtown Living - projects include renovation of upper floor residential units including energy efficiency or accessibility improvements, (up to 20 points).

- DRI Priorities- projects that advance the goals and priorities of the DRI Community Investment Strategy including but not limited to: promoting tourism opportunities; creating unique and flexible workspaces; creating a vibrant atmosphere with daytime and nighttime activities; adding small retail, restaurant and storefront spaces; and, building off of regional partners like the medical campus and Niagara University (up to 20 points).

1.d.5 Project Selection Documentation

- The DRI Community will retain clear documentation of each project selection committee decision in its program files. This documentation will include an eligibility determination for each application reviewed, and a justification for each project selection decision. This documentation will include all relevant project review or scoring memos, Project Selection Committee meeting minutes, board approval of projects or other related correspondence.

1. e. Design Standards

The DRI Community will develop design guidelines for exterior renovations. As part of developing these guidelines, a development review process will be outlined to ensure compliance. These guidelines will be consistent with the requirements of the State Historic Preservation Office and Housing Trust Fund Corporation (HTFC). The DRI Community will enforce the standards throughout the development process

1. f. Housing Trust Fund Corporation Approval

Projects approved locally will be submitted to Housing Trust Fund Corporation (HTFC) for review and approval prior to notifying property or business owner of formal funding approval. The submission to HTFC will include:

- Property location information
- Business information
- Project scope of work
- Project cost estimates
- Award amount
- Total project cost
- Proposed payment structure
- Projected outcomes, e.g. units assisted, jobs created/retained
- Environmental Review including compliance checklist and supporting documentation

**2. Project Development**

2. a. Environmental Review

Prior to the commitment or expenditure of program funds, the environmental effects of each activity will be assessed in accordance with the State Environmental Quality Review Act (SEQR). The DRI Community will submit all required environmental review paperwork according to the requirements outlined in the HTFC Environmental Compliance Handbook.

2. b. Work Write-up / Scope of Work

Once a project application has been formally selected for DRI Grant program assistance, the DRI Community will meet with the property owner to develop the formal project scope of work and explain program requirements related to design, environmental hazards, and energy efficiency.

A formal written scope of work or description of the use of funds is required. The scope of work for a participating renovation project must address:

- Immediate health and safety concerns;
- The correction of existing code violations;

- Environmental hazards;
- Installation of energy conservation measures;
- Accessibility for persons with disabilities;
- Consistency with any other local program design guidelines and zoning; and
- Preservation of historical elements of the building.

The DRI Community is responsible for coordinating renovation work write-ups with local code officials, the State Historic Preservation Office, and other regulators. If needed, additional experts must be consulted. Both the DRI Community and the property owner must sign-off on the formal scope of work.

2. c. Contractor Selection

The DRI Community will establish a list of contractors able to perform work in compliance with applicable standards. The DRI Community may choose to develop this list through a formal Request for Qualifications (RFQ) process to provide contractors and professional service providers an equal opportunity for consideration. All contractors must supply references and proof of proper insurance. Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers' compensation coverage. The DRI Community, State of New York **and** the Housing Trust Fund Corporation must be listed as additional insured. The DRI Community will use this list to solicit bids or quotes for the project activities. Additional contractors can be added to the list at a time, however, references and proof of proper insurance must be supplied to the DRI Community and approved.

EEO & MWBE Requirements

The DRI Community is required to comply with Articles 15-A and 17-B of the New York State Executive Law. These requirements include equal employment opportunities for minority group members and women (“EEO”), and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”) and Service-Disabled Veteran-Owned Businesses (“SDVOBs”). DRI Community t’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. Please visit NYS Empire State Development’s Division of Minority & Women Business Development website for a directory of certified Minority and Women-Owned Businesses: <<http://www.esd.ny.gov/MWBE.html>>.

The DRI Community must submit a Contractor Bid Solicitation Plan with the grant agreement. This Plan will identify a minimum of four certified MWBE firms that will be included in the bid solicitation process. Once the contractor/vendor selection process is complete, the DRI Community must report to HTFC on the use of certified MWBE firms.

Procurement & Bidding

The DRI Community will complete a procurement process for all activities to be reimbursed with DRI funds. A minimum of two bids or proposals will be obtained and reviewed for all project costs, including but not limited to purchases, services and renovation, administration or professional service activities. This process is required to establish the reasonableness of project costs. The procurement process will be free of collusion or intimidation, and the DRI Community will exercise appropriate oversight over the entire process to ensure that it is fair, efficient and free of actual and perceived conflicts of interest. A clear, written, scope of work for the project, as outlined in Work Write-up / Scope of Work section, must be the basis for the bids or proposals. All bidders must have equal access to relevant information, including information on the property itself. The bids or proposals for all activities must be submitted directly to the DRI Community by the contractor. The DRI Community will advise the property owner of acceptability of bids/proposed cost. The DRI Community shall select the lowest responsible bidder. If the property owner chooses other than the lowest bidder, reimbursement will be based on the amount of the lowest bid. The DRI Community will document the bid solicitation, review and selection process and save such documentation in its project files.

### Conflicts of Interest

Perceived or actual conflicts of interest may arise when certain individuals have access to inside information regarding the award of a contract or property assistance. A contractor cannot receive DRI funds for work done on property that he or she owns, or a property that is owned by an immediate family member. An immediate family member includes a spouse, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law. Prior to commencing a project where there is a possible conflict of interest, the DRI Community must review the eligible work items with HTFC staff.

### 2. d. Contracting Procedures

The DRI Community will enter into a contract with the property or business owner to provide the program financial assistance. The contract will outline the roles and responsibilities for both the DRI community and the participating property or business owner.

At a minimum, the contract will specify:

- Agreed upon scope of work;
- Projected amount of financial assistance awarded;
- Estimated project timeline;
- Regulatory term or repayment provisions;
- Requirement to sign a photo release form permitting the DRI Community and HTFC to use photographs of the assisted business or property;
- Requirement to engage a contractor and begin activities within 30 days of formal DRI Community approval;
- Payments structure, timing;
- DRI Community has the right to inspect work at any time;
- DRI Community may terminate the award and cancel the contract should the work or purchases be inconsistent with the program rules outlined, agreed upon scope of work or project design, stated timeline or if insurance is not maintained by the participating contractor.
- Reporting and record maintenance requirements

### **3. Construction Management/Quality Control**

#### 3. a. Construction Monitoring

The DRI Community retains the right to inspect or audit work in progress at any point. The DRI Community must perform periodic inspections of renovation activities to monitor adherence with program rules, environmental hazard compliance, and general project progress. These visits must be documented in DRI Community project files.

#### 3. b. Final Inspection

A final inspection or review of project activities by the DRI Community is required for each participating project. A final report or reconciliation must be submitted to HTFC to formally document completion of project activities.

### **4. Financial Management**

The DRI Community's chief financial officer will be responsible for all financial transactions under this contract. The DRI Community must have a written policy on internal controls, and use this policy to determine the process for review and approval of requests for disbursement of funds from HTFC. An Authorized Signature

Form must be completed to designate the representative(s) authorized to sign disbursement requests and must reflect the DRI Community's written policy on internal controls.

## 5. Ongoing Maintenance / Regulatory Term

All assistance is in the form of a reimbursable grant with a five (5)-year compliance period. Property owners will be required to execute a Declaration document committing to this compliance period. Should the property owner sell the property within the five (5)-year timeframe, they will be responsible for repaying a portion of the grant funding received. A Declaration Form will be filed with the County Clerk to secure this obligation and the following repayment schedule will apply:

Months 0-12:	100% repayment due
Months 13-24:	80% repayment due
Months 25-36:	60% repayment due
Months 37-48:	40% repayment due
Months 49-60:	20% repayment due
Months 60 and beyond:	0% repayment due

The maintenance term, or regulatory period, must be calculated from the date of Project Completion. The date of Project Completion is the date of the final inspection and must be documented by a formal, final inspection report.

## 6. Program Compliance

### 6. a. Conditions

Housing Trust Fund Corporation reserves the right to change or disallow aspects of the application and may make such changes conditions of its commitment to provide funding to a project or program. The DRI Community will address any additional requirements or conditions of approval.

### 6. b. Covenants of the Recipient

The DRI Community will comply with all applicable statues, guidelines, regulations, policies and procedures of the program. Any defect or departure from the approved Administrative Plan must be requested and approved in writing. The DRI Community must refer to the Grant Agreement and associated schedule(s) for a summary of the awarded program activities, budget and projected accomplishments.

## 7. Conflicts of Interest

Under certain circumstances, an applicant for State or federal funding may have a "conflict of interest". For example, a conflict of interest may be present if the applicant is related to an employee, officer, Project Review Committee member, or elected official of the DRI Community. There are other cases where a conflict of interest may also be present. Applicants will be required to complete a Conflict of Interest Disclosure Form to determine if a conflict of interest exists. If a conflict of interest does exist, the DRI Community will make a formal determination and provide it to HTFC staff to document the decision.

The DRI Community will also adhere to Article 18, "Conflicts of Interest of Municipal Officers and Employees," of the NYS General Municipal Law.

**Exhibit C**  
**Project Budget**

**Exhibit C - Budget**  
**Awarded Budget & Projected Accomplishments**  
**City of Niagara Falls**  
**Small Project Grant Fund and DiCamillo Bakery**

SHARS ID: 20210363

**Award Budget**

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<u>Funding Source</u>	<u>Amount</u>
Downtown Revitalization Initiative Award	\$ 870,000
Other Sources	\$1,000,000

**DRI Activity Budget Detail**

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<b>1. Small Project Grant Fund</b>	<b>DRI Funds</b>
Building Renovation	\$456,000
<i>Design, Engineering &amp; Environmental Testing</i>	\$62,000
Machinery and Equipment	\$20,000
COVID-19 Response Activities	\$20,000
Administration	\$62,000
<b>Small Project Grant Fund Total</b>	<b>\$620,000</b>
<b>2. DiCamillo Bakery Outdoor Eating Space and Museum</b>	<b>DRI Funds</b>
Renovation, Site Improvements, Equipment	\$225,000
<i>Design, Engineering &amp; Environmental Testing</i>	\$25,000
<b>DiCamillo Bakery Outdoor Eating Space and Museum Total</b>	<b>\$250,000</b>
<b>Grand Total</b>	<b>\$870,000</b>

**Payment Schedule**

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DRI Funds will be released on a reimbursement basis.

**Small Project Grant Fund:** Renovation and soft costs available at 100% construction complete for each individual project.

**DiCamillo Bakery Outdoor Eating Space and Museum:** Progress payments will be approved at the following milestones: 50% construction complete; 100% construction complete.

**Projected Accomplishments**

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**Small Project Grant Fund:** 5 buildings will be renovated, 1 COVID-19 project assisted.

**DiCamillo Bakery Outdoor Eating Space and Museum:** The owners will renovate an existing commercial space, DiCamillo Bakery, located at 811 Linwood Avenue in Niagara Falls, New York. This project includes creation of

outdoor dining space, site and landscaping enhancements, creation of a gallery space, and purchase of baking equipment.

## **Program Compliance**

The term Recipient is used as a placeholder throughout this document to refer to the contracted entity and administrator of the DRI funds.

- The Recipient must endeavor to meet the projected accomplishments. Any defect or departure from the proposal must be requested and approved in writing.
- The Recipient must follow the processes identified in the Administrative Plan included as Schedule B to the Grant Agreement. Any defect or departure from the Administrative Plan must be requested and approved in writing.
- Prior to commencing the program, the Recipient must review the eligible work items, program budget, and program timeline with OCR staff. OCR reserves the right to change or disallow aspects of the program.
- DRI funds may only be requested for reimbursement for eligible program costs incurred within the grant period pursuant to the DRI grant agreement. DRI program operates fully as a reimbursement program and payment will be made only upon satisfactory completion of projects.
- The Recipient must abide by the activity limits and match requirements specified in the Schedule B, Administrative Plan.
- DRI funds budgeted for Administrative expenses shall not exceed 10% of the DRI award or the amount noted above under Activity Budget Detail, whichever is less. Administrative funds shall be only for payment of reasonable administration and planning costs related to the DRI contract.
- Soft costs shall be only for payment of reasonable Architecture, Engineering or Environmental Testing costs related to a specific DRI project. Soft costs are allocated on a per-project basis, must be within activity limits, and require matching funds. In-kind match is not eligible.
- Architecture, Engineering or Environmental Testing costs incurred for work on buildings that eventually prove infeasible and do not receive other investments will not be reimbursed.
- The Recipient will enter into a contract with the property owner to provide the program financial assistance. The contract must include the requirement to insure the premises for the full (100%) replacement value and to obtain flood insurance coverage if the premises is in a special flood hazard area.
- The Recipient will complete a procurement process for all activities to be reimbursed with DRI funds. A minimum of two bids or proposals will be obtained and reviewed for all project costs, including but not limited to purchases, services and renovation, administration or professional service activities. This process is required to establish the reasonableness of project costs.
- All participating contractors must supply references and proof of proper insurance. Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers' compensation coverage. The Recipient, State of New York, and the Housing Trust Fund Corporation must be listed as additional insured.
- Perceived or actual conflicts of interest may arise when certain individuals have access to inside information regarding the award of a contract or property assistance. The Recipient must have a formal, written Conflict of Interest policy. At a minimum, the policy must outline which parties are covered and what measures will be taken to allow eligible parties access to program benefits while avoiding actual and perceived conflicts of interest. A contractor cannot receive DRI funds for work done on property that s/he owns, or a property that is owned by an immediate family member. Prior to commencing a project where there is a possible conflict of interest, the Recipient must review the eligible work items with OCR staff.

- Projects including DRI funds should produce a finished commercial or residential space, ready for occupancy, within the contract term. DRI funds will be disbursed only for completed projects. Work can be completed on part of a building, leaving another part unfinished as a holdover for future use, provided that the project can be completed in compliance with all applicable codes and ordinances, and the unfinished space does not present a hazard to occupants or users of the building.
- Prior to the commitment or expenditure of DRI program funds, the environmental effects of each activity must be assessed in accordance with the State Environmental Quality Review Act (SEQRA) at 6 NYCRR Part 617. The Recipient must submit Environmental Review documents as required by Housing Trust Fund Corporation in a timely manner following grant agreement execution. Housing Trust Fund Corporation will issue a notice to proceed following the submission of complete and accurate Environmental Review documents.
- Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law of 1980 requires publicly-funded projects to be reviewed for their potential impact/effect on historic properties. The Recipient must submit proposed project scopes of work for each participating project to the New York State Office of Parks, Recreation and Historic Preservation (OPRHP or SHPO) for review.

## Exhibit D

### Travel Reimbursement Policy

#### Purpose

To define the City's policy for reimbursement of expenses while traveling on or otherwise performing work related to this Agreement.

#### Policy

The City shall reimburse consultants for necessary and reasonable out-of-pocket expenses incurred while traveling on authorized assignments or while engaged in authorized business. The nature and amount of expenses may vary according to the objectives of the consultant's assignments. It is expected that consultants will take full advantage of all commercial discounts wherever possible. Travel expenses are paid for with public funds and consultants should exercise due care while incurring travel expenses. All expense requests must be in writing and included as a separate line item on the consultant's invoice.

#### Procedure

1. Overnight Travel Expenses must and show a breakdown of all expenses that are part of the reimbursement request. All requests should be submitted to the City's project manager or authorized representative within 30 days of the time the expenses are actually incurred. All valid receipts for travel expenses must be attached to the request for the consultant to receive reimbursement.
2. The City policy for reimbursable travel expenditures covers travel and ordinary living expenses incurred while the consultant is travelling for work directly related to this Agreement.
3. Only those expenses directly connected with the work related to this Agreement will be reimbursed. Bills and invoices submitted with the consultant's invoice should be itemized and state clearly the specific details, including the purpose of the travel or expense. Travel or expenses not directly this Agreement will not be reimbursed.
4. The City will not reimburse for any alcoholic beverages, in-room movies, concerts, shows, sporting events, or any other personal expenses.

The following categories cover the most common reimbursable expenditures. The list is not intended, however, to be all-inclusive.

- Room

Lodging expenses when traveling for work related to this Agreement, which requires the use of a hotel room, care should be taken to keep the cost of the hotel room at a

reasonable amount. Inquiry at the time of registration will often disclose the possibility of a savings, which should be utilized whenever possible.

Charges included on the hotel statement that are not room charges should be classified separately on the expense report form under the proper heading. Restaurant meals and telephone charges, for example, should be broken down and shown in detail on the consultant's invoice with receipts attached.

- Meals

Consultant meals are reimbursable when consultants are attending overnight business for work related to this Agreement. Gratuities paid on meals (no more than 15%) should be included in the amounts reported as expenses for meals. The City of Niagara Falls, NY maximum amount reimbursed for meals is \$40.00 per day. The City will not reimburse for meal allowances for day trips. It is the responsibility of the consultant to provide their own meal in these circumstances. The City will not reimburse for any alcoholic beverages on any meal receipt.

## **Transportation Expenses**

- Reimbursement includes the cost of air, rail, automobile rental, and personal automobile use for expenses incurred while traveling. Whenever possible economy or coach accommodations should be made.
- First-class Transportation

The City will not reimburse for first class travel.

- Expenses for Air or Rail

Out-of-pocket expenses paid to purchase air or rail tickets must be listed on the consultant's invoice and the following rules must be applied:

- Wherever possible, round-trip tickets should be purchased in order to reserve accommodations on the anticipated date of return.
- Consultants are encouraged, whenever possible, to schedule travel during non-office or nonpeak hours.
- When traveling by air, some consultants may decide to purchase life insurance policies. If a consultant chooses to provide themselves with this amenity at an additional cost, it is understood that this will be considered a personal expense will not reimbursable under the City's travel policy.
- When traveling by air or rail and a consultant requires extra leg room, the City's project manager or representative must pre-approve the additional cost if they feel

it is necessary for the consultant. If the consultant purchases the extra leg room seats without pre-approval and it is not deemed necessary, it is understood that this will be considered a personal expense and will not be considered reimbursable under the City's travel policy.

- The City will not reimburse the consultant for any flight changes not caused by weather or the fault of the airlines. It is understood if the consultant chooses to change their travel time and an additional cost is incurred, this will be considered a personal expense and will not be considered reimbursable under the City's travel policy.
- When traveling by air, if the airline has a charge for luggage, the City will reimburse the consultant the minimum cost the airline charges for transporting one (1) piece of luggage. The City will not reimburse the consultant for more than one (1) piece of luggage, nor will the City reimburse the consultant for any additional expense incurred above the airlines minimum cost. It is understood if the consultant chooses to bring additional luggage or any recreational equipment that exceeds the cost of one bag, this will be considered a personal expense and will not be considered reimbursable under the City's travel policy.

- Automobile Rental

Automobile rentals are to be used only when it is the most economical and practical form of transportation. Compact cars should be rented when available. Receipts are required for reimbursement and must be included with the consultant's invoice.

- Tolls and Parking Fees

Reimbursement, which includes bridge and highway tolls, paid while travelling for work related to this Agreement. The cost of parking personal cars, if used during work related to this Agreement, is reimbursable. Toll and parking receipts are required for reimbursement and must be included with the consultant's invoice.

- Taxis, buses, For-Hire Vehicles

When traveling between destinations related to the work under this Agreement, consultants must first utilize any free or low-cost courtesy vehicles. e.g., hotel/motel shuttle. If there are no free or low-cost options available, taxi cabs, buses, or for-hire vehicles, may be used. Receipts from all taxis, buses, and for-hire vehicles are required for reimbursement and must be included with the consultant's invoice.

- Personal Vehicular Mileage

The consultant may use their personal vehicle for travel related to this Agreement and shall be reimbursed for that day at the current rate established by the Internal Revenue Service. Reimbursable mileage does not include a consultant's normal

commute between home and work and work and home. Reimbursement requests should include the total mileage travelled, date, the purpose of the trip, and a map (from google, map quest, or similar site) verifying the mileage travelled. Reimbursement requests must be submitted with the consultant's invoice.

### **Gratuities**

Check-in fees and tips are covered when in keeping with local custom and reasonable. A receipt of all gratuities must be included with the consultant's invoice.

### **Miscellaneous expenses**

If circumstances make it necessary to include any additional miscellaneous charges proper descriptions and detailed explanations provided. Receipts must be included where applicable. All documentation must be submitted with the consultant's invoice.

### **Failing to Adhere to Policy and Proper Procedures**

- Denial of reimbursements may occur to consultants who do not submit required and appropriate documentation of expenses incurred, sufficient to enable the proper audit of the claim for reimbursement.
- Denial of reimbursement may occur for expenses that are not considered actual and necessary and incurred in connection with the work related to this Agreement.

## Exhibit E Insurance Requirements

### INSTRUCTIONS FOR CITY STANDARD INSURANCE REQUIREMENTS

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 before commencement of work and/or lease or delivery of merchandise or equipment.

Certificates should be made to the City of Niagara Falls, NY, P.O. Box 69, Niagara Falls, N.Y. 14302-0069 and should reference the operation.

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 Corporation Counsel 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 coverages (explosion, collapse and underground)
- Independent Contractors
- Broad Form Property Damage

- Contractual Liability
- Fire Legal Liability
- Personal Injury Liability (Coverage 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 of Niagara Falls 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 limit of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 aggregate.

CITY 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 CITY 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:** (for construction contracts with a cost exceeding \$100,000.00). With a minimum limit of \$1,500,000.00 each occurrence and \$3,000,000.00 aggregate. Named insured shall be City of Niagara Falls, NY.

**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 Worker's Compensation and Employers Liability:**

All contractors doing business with or vendors entering upon CITY property shall carry the above insurance, in compliance with the Worker's Compensation Law of the State of New York.

H. **Performance and Payment Bond:** (where applicable)

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 CITY in the amount of not less than one hundred (100) per centum of the total amount of the accepted 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** (Rev. 10/21)

## Exhibit F

### Assignment of Claim, Non-Collusion, and Iran Divestment Act Forms

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, Proposer, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this submission have been disclosed to any other Proposer, 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 Proposer, 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 Proposer, 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 Proposer, firm or person, or offered, promised or paid cash or anything of value to any Proposer, firm or person, whether in connection with this or any other project in consideration for an agreement or promise by any Proposer, 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 Proposer, firm or person, and has not been promised or paid cash or anything of value by any Proposer, 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**

**[SIGNATURE ON FOLLOWING PAGE]**

\_\_\_\_\_  
PROPOSER 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 Proposer/Bidder/Contractor, any person signing on behalf of any Proposer/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 Proposer/Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Proposer/Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Proposer/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 Proposer/Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person, Proposer, or entity an opportunity to respond. If the person, Proposer, 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 Proposer/Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Proposer/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 Proposer/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 Proposer making this submission and that neither Proposer/Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

[SIGNATURE ON FOLLOWING PAGE]

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Authorized Signature

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

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Notary Public