



CHESTNUT RIDGE CONSERVANCY, INC.

REQUEST FOR PROPOSALS (RFP) Eternal Flame Trail Improvement Project

RFP # 2023-EFT1001

March 10, 2023

**CHESTNUT RIDGE CONSERVANCY INC.
6121 Chestnut Ridge Rd.
PO BOX 1376
Orchard Park, New York 14127**

NOTICE OF INVITATION TO SUBMIT A PROPOSAL FOR CONSTRUCTION SERVICES

Proposals are requested by the Chestnut Ridge Conservancy Inc. (the Conservancy) for improvement work to be performed on the Eternal Flame Trail located at Chestnut Ridge Park in Erie County New York. The scope of work includes installing trail steps on a portion of the trail, relocating a 200 ft. section of the streambed portion of the trail and clearing natural debris from the streambed portion of the trail located in a ravine that leads to Eternal Flame Falls. The top-rated respondent will be selected to enter into an agreement with the Conservancy to provide construction services to complete the Scope of Work.

Proposals are to be submitted in the exact format detailed in the request for proposals (RFP).

- A pre-bid meeting will be held at the Eternal Flame Trail site (Trailhead) at Chestnut Ridge Park on March 17, 2023 at 10:30 AM. This meeting is not mandatory. For directions to this site please email info@chestnutridgeconservancy.org.
- Questions or requests for clarification can be sent to info@chestnutridgeconservancy.org from March 17th thru March 24th.
- Conservancy will respond to emailed questions within 24 hours of receipt.
- Proposals will be mailed to Chestnut Ridge Conservancy P.O. Box 1376, Orchard Park, New York 14127 and must be postmarked on or before March 29, 2023.

This invitation does not commit the Conservancy to accept any priced proposal, nor does it obligate the Conservancy for any costs associated with preparing or submitting proposals.

By: Gordon M. Panek
President
Chestnut Ridge Conservancy

CHESTNUT RIDGE CONSERVANCY (“THE CONSERVANCY”)

REQUEST FOR PROPOSALS

(“RFP”)

To provide construction services that will improve the Eternal Flame Trail located at Chestnut Ridge Park in Erie County, New York,

I. INTRODUCTION

Chestnut Ridge Conservancy (the “Conservancy”) is currently seeking Proposals from qualified firms interested in providing construction services to improve the Eternal Flame trail located at Chestnut Ridge Park in Erie County.

The Eternal Flame Trail is an approximately ½ mile one-way trail that takes visitors to the unique natural feature of Eternal Flame Falls. The beginning of the trail traverses relatively flat terrain as it passes through successional forest and a mature hemlock grove. Approximately 1400 feet from the trailhead, the trail begins to descend steeply into a ravine until reaching the streambed. After reaching the streambed, the trail turns upstream, and follows along the streambed until reaching Eternal Flame Falls.

The existing trail leading to Eternal Flame Falls is heavily used by visitors of a wide range of ages, and preparedness. Given the uniqueness of this natural feature, as well as its location within a short drive of a major metropolitan area, it has become a popular destination for a wide range of visitors and hikers of varying hiking experience. Although the trail is relatively short, it presents several challenges to creating a safe and enjoyable trail that also protects the surrounding landscape.

The Conservancy is seeking proposals to provide construction services that will achieve three improvement objectives for the Eternal Flame Trail:

1. **Construct Trail Steps:** Approximately 1400 feet from the trailhead, the trail begins to descend steeply into the ravine. The trail in this section is deeply eroded and only exposed roots and the occasional timber step provide decent foot holds. The steep trail, with loose soils, or in wet conditions, could prove to be very challenging for inexperienced and unprepared hikers. The steep sided ravines provide no feasible options for relocating the trail to create a more gradual descent, therefore steps need to be installed to improve the safety of this portion of the trail. A series of staircases connected by landings or short sections of trail is the scope of work requirement to achieve this objective.

2. Relocate Trail Section: After the trail reaches the streambed, the trail continues along the streambed until a section of the trail is reached that includes sloping exposed bedrock which poses a serious risk of injury for the hiker. This section of the trail is located approximately 100 feet from the end of the descent and is a common injury location. The improvement objective is to relocate the trail around this point (blaze numbers 17 and 18) to keep the trail out of the stream bed to avoid this section of bedrock. After the relocation, the trail will re-enter the streambed.
3. Stream Clearing: There are a variety of blowdowns and log jams that currently cross the stream bed that need to be removed to make the trail passable without climbing over and through the tangle of logs. The improvement objective is to remove this natural debris to make the hike in the stream bed more manageable for the average hiker.

It is the Conservancy's intent to select the best qualified Proposer for this work. The Conservancy reserves the right to amend this RFP, and to reject any or all of the proposals, or any part thereof, submitted in response to this RFP. The Conservancy also reserves the right to request additional information from any proposer or to waive formalities, if such action is deemed to be in the best interest of the Conservancy.

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

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

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

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

| | |
|--|--|
| Issue RFP: | March 10, 2023 |
| Non-mandatory Pre-Bid Meeting (Site Visit) | March 17, |
| 2023 Question Period | March 17 - 24 |
| Proposals Due: | March 29, 2023 |
| Selection of Successful Respondent by | April 6, 2023 |
| Contract Signed: | Following all necessary Conservancy approvals. |

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.

2. One (1) original and four (4) copies shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.

3. Submission of the proposals shall be directed to:

Chestnut Ridge Conservancy, Inc.

P.O. Box 1376

Orchard Park, New York 14127

All proposals are due by March 29, 2023. Proposals received after such date will not be considered. The Conservancy is under no obligation to return late proposals.

4. Requests for clarification of this RFP and questions must be written and submitted via email to info@chestnutridgeconservancy.org from March 17th thru March 24th. Answers will be provided within 24 hours. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE CONSERVANCY.

5. Proposers may be required to give an oral presentation to the Conservancy to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.

6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the Conservancy. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the Conservancy.

7. **All proposers submitting proposals must include a price proposal in a separately sealed envelope, clearly labeled with the proposer's name, due date of proposal, and proposal name "Eternal Flame Trail Improvement Project".**

III. SCOPE OF CONSTRUCTION SERVICES REQUIRED

See Exhibit "A"

IV. STATEMENT OF RIGHTS

UNDERSTANDINGS

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

- That any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the Conservancy and is not a bid under Section 103 of the New York State General Municipal Law.

- Submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the Conservancy for the required services;
- By submitting a proposal, the proposer agrees and understands that the Conservancy is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the Conservancy, its elected officials, officers, employees or agents, shall not be binding against the Conservancy, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Conservancy Board of Directors and the Office of Erie County Parks, Recreation and Forestry.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the Conservancy reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To select the proposal that best satisfies the interests of the Conservancy and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the Conservancy deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the Conservancy for the expenses of preparation. The Conservancy assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;

- While this is an RFP and not a bid, the Conservancy reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The Conservancy is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals:

- Proposer's demonstrated capability to provide the services;
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services;
- Proposer's experience to perform the proposed services;
- Proposer's financial ability to provide the services;
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP;
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP;
- Proposers MUST sign the Proposal Certification attached hereto as Exhibit "B". Unsigned proposals will be rejected;
- Proposers may be required to give an oral presentation to the Conservancy to clarify or elaborate on the written proposal;
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the Conservancy. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the Conservancy.

WRITTEN PROPOSALS

In one package, submit one (1) original and four (4) copies of your double-sided written proposal to include answers to the questions listed below. Resumes of key personnel, including their primary office location, are to be submitted at the end of the response. The individuals whose resumes are submitted are expected to substantially work on the project.

Proposals will be evaluated, generally on your firm's response to the scope of work defined in Exhibit "A" and the following questions in addition to the general prequalification information submitted previously or herewith.

A) Qualifications

- i. State clearly whether your main office/parent firm is currently licensed as an individual, partnership or corporation to perform construction services related to the Scope of Work (Exhibit "A") and the pertinent details pertaining to the license (type, state, etc.).
- ii. Proposers are required to be members of the Professional Trail Builders Association. Affirmation of membership needs to be stated.
- iii. Indicate if this would be a joint venture proposal with another professional organization. The reasons for a joint venture should be presented.

B) Expertise/Experience

- i. Present your special expertise for the project and how your firm's experience/expertise would best serve the Conservancy. Include a project organization chart identifying the proposed team.
- ii. Provide a list of at least three similar trail improvement or trail construction projects within the last three years giving the size of the project in dollars, the client, including the name and phone number of the person to whom you were accountable, whether any government agencies were involved and if the project was constructed or otherwise completed.

C) Project

- i. Describe your firm's technical approach for completing the Scope of Work.
- ii. Provide a detailed project schedule showing timeline and key milestones for each task proposed. Project completion date can be no later than October 31, 2023.
- iii. Identify any assumptions made that may affect the proposed project cost.

D) Proposer Certification: Proposals without a signed Proposer Certification (Exhibit "B") will be rejected.

PRICED PROPOSAL

In a separately sealed envelope identifying your firm and the project and marked "CONFIDENTIAL - Pricing Information - To be opened by the President, Gordon Panek" submit one (1) copy of your priced proposal.

The priced proposal is to be for the entire project as described in this RFP and the Scope of Work. Exceptions or limitations in your proposal shall not be placed in the sealed priced

proposal unless clearly described in the written proposal. Respondents are advised that all priced proposals are subject to negotiation at the discretion of Conservancy.

The proposed costs and fees are to be presented on the “Cost Summary Form” (Schedule “D” in Exhibit “C” Agreement) along with the following information:

- Based on the Scope of Work, Form of Contract, these guidelines and the expected job duration, indicate the total number of person-hours for each of the various employee types (job classification) who will be assigned to the project.
- The person-hours should be listed and totaled by job classification and task.
- If subcontractors are to be utilized on any task of the project, provide separate breakdown which displays the number of person-hours for each employee type for this project.

SELECTION CRITERIA

All Proposals, timely received and complete, will be evaluated and ranked by a selection committee comprised of staff from Erie Conservancy. The committee will review and evaluate the proposal submissions based upon the requirements stated in the body of this RFP and in accordance with the following criteria, listed in order of decreasing importance:

- | | |
|--|-----|
| • Clear understanding of the Scope of Work | 25% |
| • Experience and qualifications of proposed team | 30% |
| • Experience of firm and team with similar kinds of projects and/or work | 30% |
| • Schedule feasible and consistent with deadline for the project | 10% |
| • Familiarity with project area | 5% |

See also SECTION IV “Statement of Rights”, specifically “Evaluation” for additional information related to evaluation criteria.

When the evaluations of the written proposals are complete, all priced proposals will be opened.

CONTRACT

After selection of the successful proposer, a formal written agreement (see Exhibit “C”) will be prepared by the Conservancy and will not be binding until signed by both parties and, if necessary, approved by Erie County and the Office of the Erie County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE CONSERVANCY FOR SUBMISSION TO THE CONSERVANCY BOARD OF DIRECTORS FOR APPROVAL. THE APPROVAL OF SAID BOARD WILL BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE CONSERVANCY.

INDEMNIFICATION AND INSURANCE

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

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

The Contractor agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the Conservancy, the Contractor shall defend, indemnify and hold harmless the Conservancy, its officers, employees, and agents from and against the Contractor's proportional share of liability, damage, claim, demand, cost, judgment, fee, attorneys' fees, or loss which the Conservancy may sustain, be subject to, or be caused to incur because of or as a result of (a) any wrongful act, error, or omission of the Contractor or third-parties under the direction or control of the Contractor; or (b) any willful misconduct of the Contractor or third parties under the direction or control of the Contractor; or (c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Contractor or its sub- Contractor. Nothing contained herein shall create or give to third parties any claim or right of action against the Conservancy or the Contractor beyond such as may legally exist without regard to this provision.

Upon execution of any contract between the proposer and the Conservancy, the proposer will be required to provide proof of the insurance coverage described in Schedule "B" of the attached Agreement (Exhibit "C").

Insurance coverage in amount and form shall not be deemed acceptable until approved by Erie County Department of Parks, Recreation and Forestry.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Conservancy employee, officer or official.

CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the Conservancy or the County of Erie. Further, all proposers must disclose the name of any Conservancy employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the Conservancy. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all applicable federal, state and local laws and regulations and will conform to said laws and

regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and Conservancy laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

NOTICE

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

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

and

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

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

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

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the Conservancy have to accept or reject the proposal under the terms proposed). Such period shall not be less than 90 days from the proposal date.

RFP COVERSHEET

| | |
|--|---|
| Name of Organization: | |
| Organizational Mailing Address: | |
| President/CEO: | |
| President's/CEO's Phone Number: | |
| President's/CEO's Email: | |
| Project Contact Person: | |
| Project Contact Person's Phone Number: | |
| Project Contact Person's Email: | |
| Company Website: | |
| Federal Employer ID# (FEIN): | |
| Is company debarred/suspended from receiving funds/doing business with the Federal government? | |
| Please provide DUNS #, if available: | |
| Is respondent a non-profit or unit of government? | |
| If non-profit, please provide 501(c)(3) not-for-profit entity ID # and date established as such: | |
| If non-profit, please provide roster of respondent's volunteer board: | Please provide attachment |
| Is company a Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE)? | Please provide the Erie County MBE/WBE Certification Letter as attachment |
| Is company a Veteran-Owned Business? | Please provide the letter indicating their company is 51% or more veteran-owned as attachment |
| Name, title, and department of any employee or officer who was an employee or officer of the Chestnut Ridge Conservancy and/or Erie County within the 12 months immediately prior to the proposal: | |
| | |

EXHIBIT “A”

SCOPE OF WORK

BACKGROUND

The Eternal Flame Trail is an approximately ½ mile one-way trail that takes visitors to the unique natural feature of Eternal Flame Falls. The beginning of the trail traverses relatively flat terrain as it passes through successional forest and a mature hemlock grove. Approximately 1400 feet from the trailhead, the trail begins to descend steeply into a ravine until reaching the streambed. After reaching the streambed, the trail turns upstream, and follows along the streambed until reaching Eternal Flame Falls.

The existing trail leading to Eternal Flame Falls is heavily used by visitors of a wide range of ages, and preparedness. Given the uniqueness of this natural feature, as well as its location within a short drive of a major metropolitan area, it has become a popular destination for a wide range of visitors and hikers with varying degrees of hiking experience. Although the trail is relatively short, it presents several challenges to creating a safe and enjoyable trail that also protects the surrounding landscape.

The objective of the project is to make certain improvements to the Eternal Flame Trail to enhance the safety of the trail and to protect and preserve the surrounding landscape and environment.

Specifically, the Scope of Work includes the following three Improvement Objectives:

1. **Construct Trail Steps:** Steps to be constructed on the trail approximately 1400 feet from the trail head where the trail begins to descend into a steep ravine. At this trail location the improvement objective is to install approximately 135 timber box steps as shown in attached construction drawings, including 60 linear feet of timber retaining wall landings, and 100 linear feet of railings on downhill side of steps only. Exact location of steps and landings to be determined by the proposer. Locations of railing to be determined by builder and approved by the Conservancy in the field.
2. **Trail Section Relocation:** After the trail reaches the streambed, the trail continues along the streambed until a section of the trail is reached that includes sloping exposed bedrock which poses a serious risk of injury for the hiker. This section of the trail is located approximately 100 feet from the end of the descent and is a common injury location. The improvement objective is to relocate the trail around this point (blaze numbers 17 and 18) to keep the trail out of the stream bed until after this section of bedrock. The improvement objective is to install 200 linear feet of 3 feet wide trail. Install approximately 8 steps at junction with stream bed. Steps will be timber box steps, with maximum 10 linear feet of railing. See attached construction documents for additional details.

3. **Stream Bed Clearing:** In the streambed section of the trail there are a variety of blowdowns and log jams that currently cross the streambed that need to be removed to make the trail passable without climbing over and through the tangle of logs. The improvement objective is to remove this natural debris to make the hike in the streambed more manageable for the average hiker. The logs will be bucked into Pieces and moved aside to create a clear path (7 feet wide minimum) for the hiker but will not be completely removed from the streambed. Other natural debris will also be moved aside in the streambed to accommodate a clear path.

The detailed work specifications for the Three Improvement Objectives are further represented in the construction diagrams and photos shown on pages 16 thru 19 and are an integral part of the Scope of Work.

PROJECT

The Chestnut Ridge Conservancy, Inc. (herein also referred to as “The Conservancy”) is seeking proposals for Construction Services that will make improvements to the Eternal Flame Trail located in Chestnut Ridge Park in Erie County New York.

PROPOSED WORK

- A. Attend project kickoff meeting with the Conservancy Project Team to discuss the scope of the project, roles, deliverables, schedule.
- B. Collect and review all relevant existing site information provided to confirm existing conditions.
 - The Conservancy will provide applicable existing site information for the Contractor’s use. This includes Site Map, previous Design and Construction Plans, history of development at the site, information/images pertaining to the site where applicable.
- C. Identify and review additional data/sources of information necessary for the project.
- D. Following project kickoff, participate in weekly meetings to discuss scope of work and progress. Meetings may be remote or in person: The Conservancy will schedule the meetings and record the minutes.
- E. Conduct site investigations related to the Scope of Work which may include modeling, surveying, environmental tasks, etc. that may be necessary for the project.
 - Conceptual design sketches (draft and final)
 - Cost Estimates
 - Electronic and one hard copy will be required for each of these items.

SCHEDULE

The project shall be completed no later October 31, 2023. This is a firm due date.

FUNDING

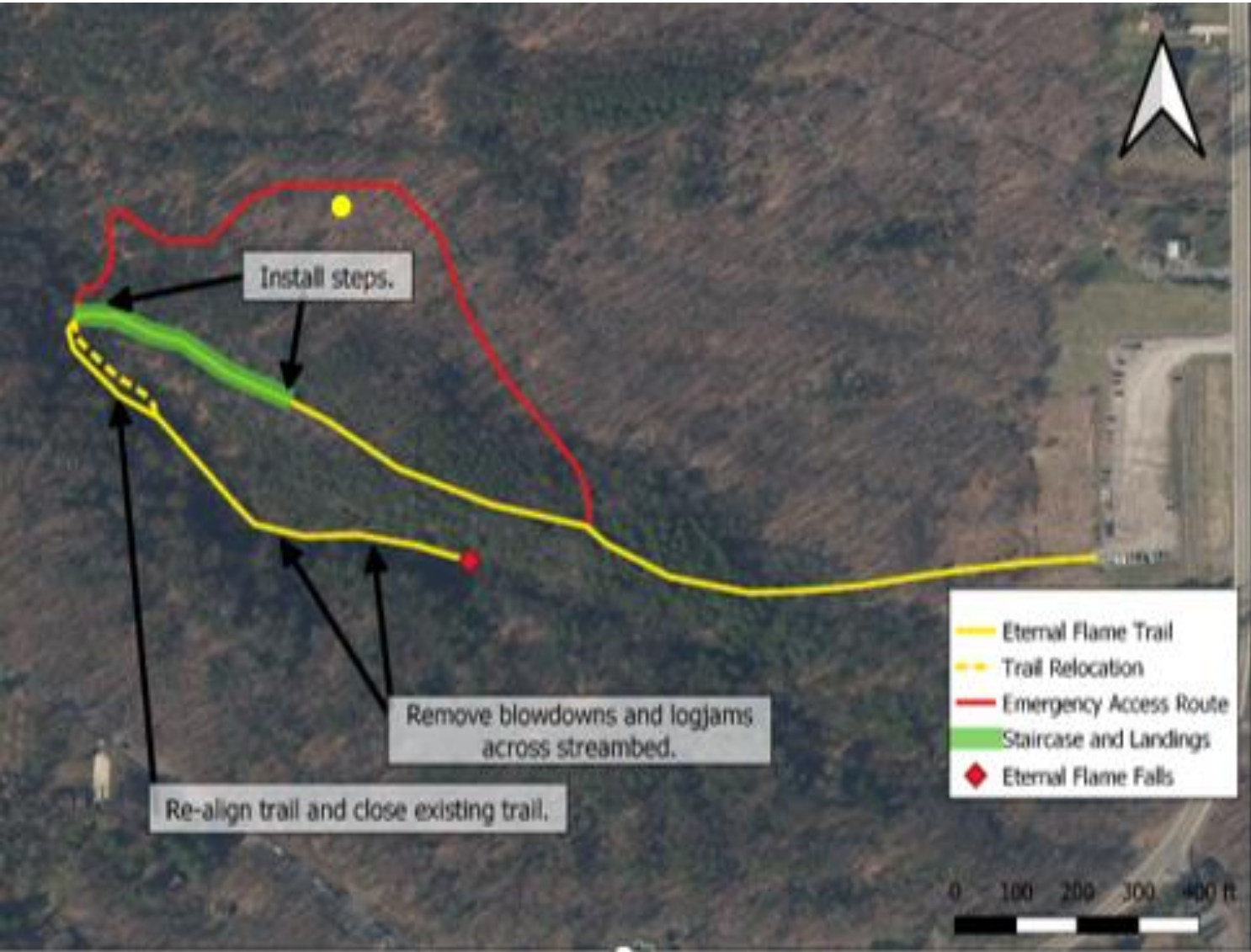
This project will be partially funded by a grant from the Erie County and partially from net asset reserves of the Conservancy.

GENERAL INFORMATION

This invitation does not commit the Conservancy to accept any proposal, nor does it obligate these entities for any costs associated with preparing or submitting proposal packages.

Respondents are advised that the firm selected must be prepared to perform all services necessary for the successful completion of this project. However, the Conservancy may authorize only portions of the work at its discretion. The right to amend the scope of the work and subdivide or combine work is retained. The right to reject any or all proposals is also retained.

AERIAL MAP OF PROPOSED ETERNAL FLAME TRAIL PROJECT AREA



EXISTING SITE CONDITIONS

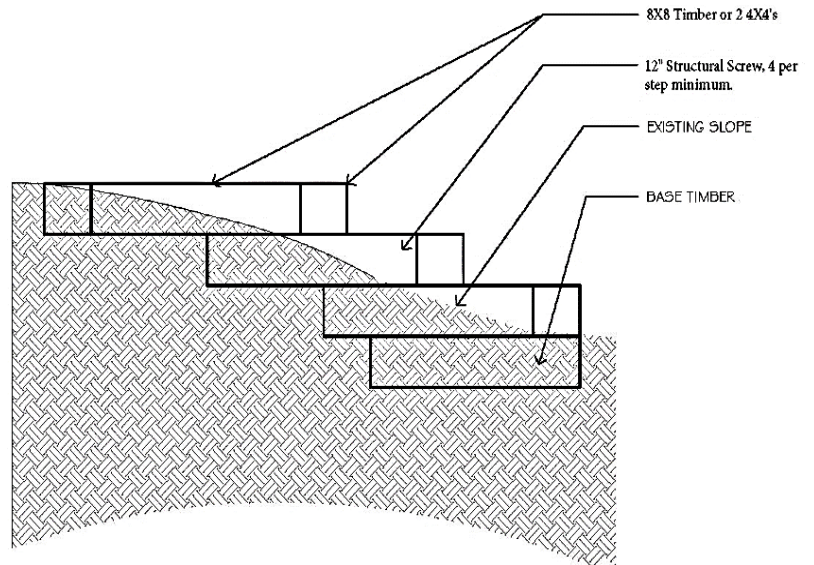


Steep trail showing exposed roots and erosion



Blowdowns and logjam in streambed and exposed bedrock

TIMBER STEPS PHOTOS AND DRAWINGS – Timber box steps or dimensional lumber steps are the work specification for the steps to be constructed on the steep descent into the ravine – Improvement Objective #1. The photos below show both types of steps with and without railings.



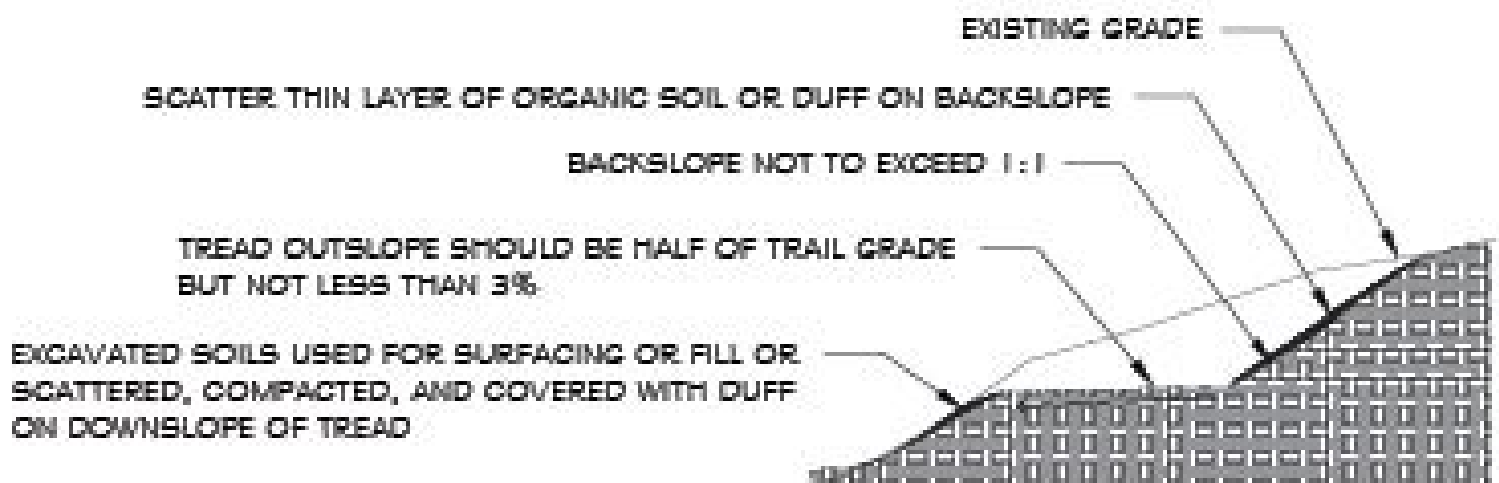
Sidehill Bench Construction is the work specification to create a level walking surface across a slope for the relocation of the trail near the junction with the streambed – Improvement Objective #2. Minimum width requirement for the relocated trail is three feet.



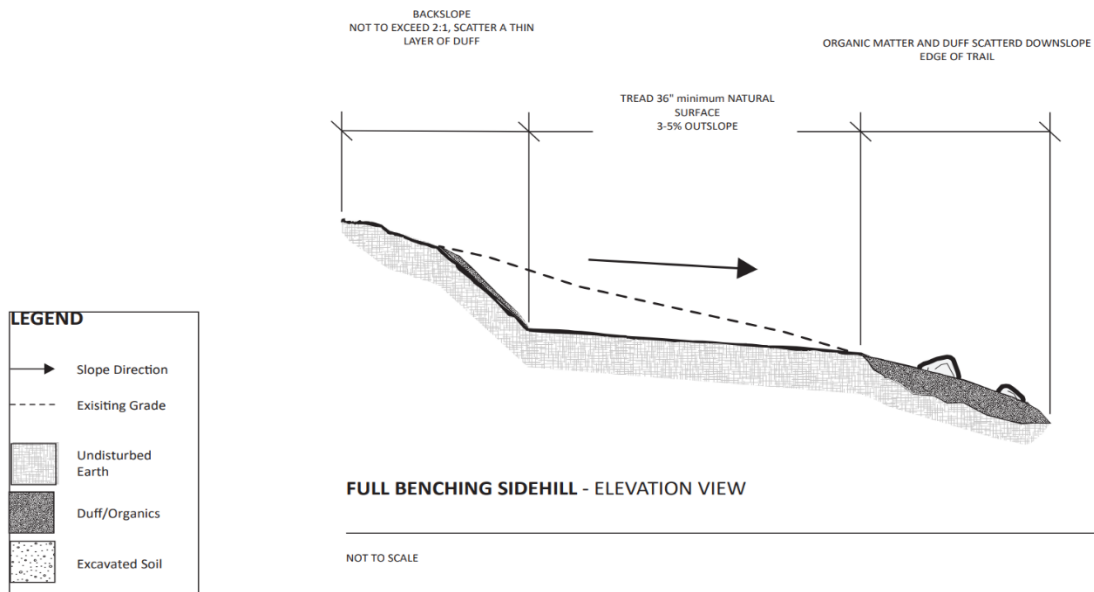
Full Bench Sidehill – 3 feet width



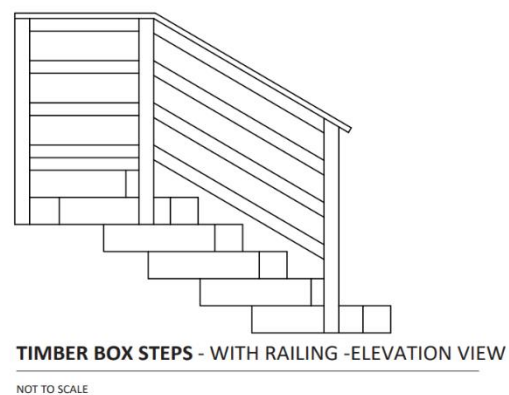
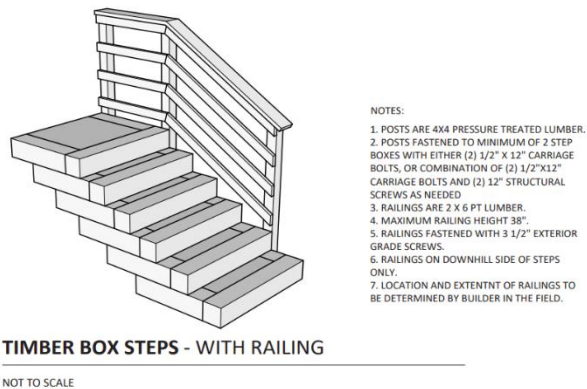
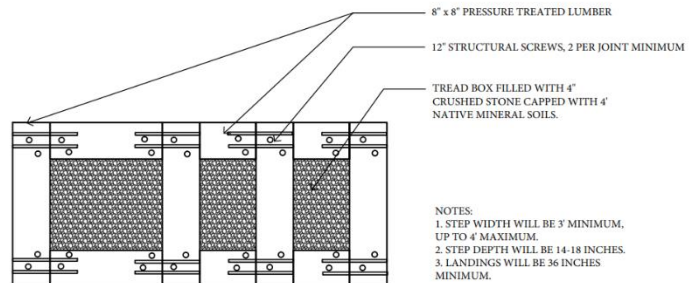
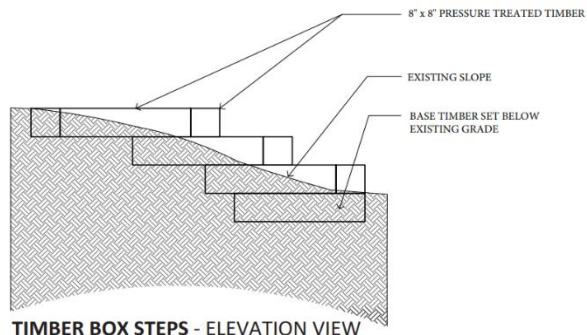
Full Bench Sidehill – 4 feet width



Full Bench Sidehill Drawing



| | | | | |
|--|----------------------------|--------------------------------------|--------------|---|
| | CHESTNUT RIDGE CONSERVANCY | TYPICALS: FULL BENCHING SIDE HILL | 12/27/2022 | 8 |
| | ETERNAL FLAME TRAIL | | NOT TO SCALE | |



| | | | | |
|--|----------------------------|---|--------------|----|
| | CHESTNUT RIDGE CONSERVANCY | TYPICALS: TIMBER BOX STEPS, TIMBER BOX STEPS WITH RAILING | 12/27/2022 | 10 |
| | ETERNAL FLAME TRAIL | | NOT TO SCALE | |

EXHIBIT “B”
PROPOSER CERTIFICATION

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

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

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

Proposer Name

Signature & Title

EXHIBIT "C"
AGREEMENT (DRAFT)

THIS AGREEMENT made the _____ day of _____ 2023
by and between

CHESTNUT RIDGE CONSERVANCY, INC., a not- for -profit corporation of the
State of New York, having an office and place of business at 6121 Chestnut Ridge
Rd, PO Box 1376 Orchard Park, New York 14127 (hereafter the "Conservancy")

and

[Insert legal name of the CONTRACTOR], a **[insert state, e.g., New York State,**
and insert the legal status, e.g. corporation, partnership or limited liability
company, if applicable] having an office and principal place of business at **[insert**
address] (hereafter the "Contractor")

W I T N E S S E

FIRST: The Contractor shall provide the Conservancy with the construction services to
complete Eternal Flame Trail Improvement Project (the "Project"), as more fully described in
Schedule "A", which is attached hereto and made a part hereof (the "Project"). The Project
shall be carried out by the Contractor in accordance with current industry standards and trade
practices.

The Contractor expressly agrees with the terms and provisions set forth in the following
schedules:

| | | |
|------------|---|---|
| Schedule A | – | Scope of Work (Exhibit "A" of this RFP) |
| Schedule B | – | Standard Insurance Provisions |
| Schedule C | – | Time of Completion |
| Schedule D | – | Cost Summary Form |
| Schedule E | – | Erie County Equal Pay Certification |

The Contractor shall report to the Conservancy on its progress toward completing
the Project, as the Conservancy may request, and shall immediately inform the Conservancy in
writing of any cause for delay in the performance of its obligations under this Agreement.

SECOND: The Contractor shall commence the Project immediately upon notification from the Conservancy (the "Commencement Date") and the Project shall be completed no later than within the time frames set forth in Schedule "C".

The Contractor shall report to the Conservancy, as the Conservancy may request, on its progress toward completing the Project, and shall immediately inform the Conservancy in writing of any cause for delay in the performance of its obligations under this Agreement.

The Contractor shall complete those specific Project items identified in Schedule "A" by the interim deadlines set forth therein, unless an interim deadline is extended by the Conservancy in writing, subject to any necessary legal approval of such amendment.

Timely completion of the Project is of the essence. It is hereby agreed that the Contractor will complete the Project within the time as described in Schedule "C" attached hereto and made a part hereof. It is further agreed that the Conservancy may invoke liquidated damages, if any, as set forth in said Schedule "C", for failure on the part of the Contractor to complete the Project as specified.

The Contractor shall supply sufficient and adequate personnel to assure completion of the Project within the time agreed.

THIRD: For the Project to be performed pursuant to Paragraph "FIRST," the Contractor shall be paid an amount not-to-exceed **[insert amount]** (\$**[insert numeric amount]**) Dollars, in the manner and at the rates set forth in Schedule **["D"]** **[If there is no Schedule "D", or if payment provisions are not set out in Schedule "D", insert a description of how often and when payments will be made and how much of the total will be paid, e.g., "which shall be paid in equal monthly installments", and delete the rest of this sentence]**, which is attached hereto and made a part hereof. Except as otherwise expressly stated in this Agreement, no payment shall be made by the Conservancy to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Contractor on properly executed payment vouchers of the Conservancy and paid only after approval by the Conservancy. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Contractor prior to completion of the Project and the approval of same by the Conservancy.

The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Project, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Contractor, exceed the not-to-exceed amount set forth above.

FOURTH: Prior to the making of any payments hereunder, the Conservancy may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The Conservancy shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

FIFTH: (a) The Conservancy, upon ten (10) days notice to the Contractor, may terminate this Agreement in whole or in part when the Conservancy deems it to be in its best interest. In such event, the Contractor shall be compensated and the Conservancy shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "D". Upon receipt of notice that the Conservancy is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Contractor shall direct any approved sub-Contractors to do the same.

In the event of a dispute as to the value of the Project rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Project rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

(b) In the event the Conservancy determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight(48) hours after service on the Contractor of written notice thereof, the Conservancy, in addition to any other right or remedy it might have, may terminate this Agreement and the Conservancy shall have the right, power and authority to complete the Project provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SIXTH: The Contractor agrees to procure and maintain insurance naming the Conservancy as additional insured where indicated, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made part hereof.

The Contractor agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the Conservancy, the Contractor shall defend, indemnify and hold harmless the Conservancy, its officers, employees, and agents from and against the Contractor's proportional share of liability, damage, claim, demand, cost, judgment, fee, attorneys' fees, or loss which the Conservancy may sustain, be subject to, or be caused to incur because of or as a result of (a) any wrongful act, error, or omission of the Contractor or third-parties under the direction or control of the Contractor; or (b) any willful misconduct of the Contractor or third parties under the direction or control of the Contractor; or (c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Contractor or its sub-Contractor. Nothing contained herein shall create or give to third parties any claim or right of action against the Conservancy or the Contractor beyond such as may legally exist without regard to this provision.

SEVENTH: The Contractor expressly agrees that neither it nor any Contractor, sub-Contractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

EIGHTH: The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, sub-Contractors and others employed to render the Project hereunder.

NINTH: All records or recorded data of any kind compiled by the Contractor in completing the Project described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the Conservancy. The Contractor may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Conservancy. The Conservancy shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the Conservancy.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Contractor are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” the Contractor hereby assigns to the Conservancy all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the Conservancy to obtain in its name copyrights, registrations and similar protections which may be available. The Contractor agrees to assist the Conservancy, if required, in perfecting these rights. The Contractor shall provide the Conservancy with at least one copy of each deliverable. The Contractor agrees to defend, indemnify and hold harmless the Conservancy for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Contractor agrees to enable the Conservancy’s continued use of the deliverable, or to modify or replace it. If the Conservancy determines that none of these alternatives is reasonably available, the deliverable may be returned.

TENTH: The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the Conservancy. The Contractor shall not subcontract any part of the Project without the written consent of the Conservancy, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Project under this Agreement without the prior express written consent of the Conservancy is void. All subcontracts that have received such prior written consent shall provide that sub-Contractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Project performed by a Conservancy-approved subcontractor shall be deemed Project performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

Notwithstanding the above, the parties hereto acknowledge and agree that, at the time of execution of this Agreement, the following sub-Contractors have been approved to provide services for the named purpose(s) in connection with this Agreement: **[insert sub-Contractor(s) name(s), address(es) and purpose(s)]**.

ELEVENTH: The Contractor and the Conservancy agree that the Contractor and its officers, employees, agents, contractors, subcontractors and/or Contractors are independent contractors and not employees of the Conservancy or any department, agency or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or Contractors will hold themselves out as, or claim to be, officers or employees of the Conservancy or any department, agency or unit thereof.

TWELTH: Failure of the Conservancy to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the Conservancy of any Project or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the Conservancy of any provision hereof shall be implied.

THIRTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

**Chestnut Ridge Conservancy
Attn: Gordon M. Panek
PO Box 1376
Orchard Park, New York 14127**

FOURTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

FIFTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third-party rights are expressly granted herein.

SIXTEENTH: The Contractor recognizes that this Agreement does not grant the Contractor the exclusive right to perform the Project for the Conservancy and that the Conservancy may enter into similar agreements with other Contractors on an “as needed” basis.

SEVENTEENTH: The Contractor shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Schedule “E” and made a part hereof. The Contractor shall make such records available, upon request, to Erie County’s Division of Equal Employment Opportunity for review. The Conservancy shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency’s compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014) , may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Contractor is not qualified to participate in future Conservancy contracts.

EIGHTEENTH: The Contractor shall use all reasonable means to avoid any conflict of interest with the Conservancy and shall immediately notify the Conservancy in the event of a conflict of interest. The Contractor shall also use all reasonable means to avoid any appearance of impropriety.

NINETEENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

TWENTY: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the Erie County Attorney.

IN WITNESS WHEREOF, The Conservancy and the Contractor have caused this Agreement to be executed.

CHESTNUT RIDGE CONSERVANCY, INC.

BY: Gordon M. Panek

TITLE: President

**ADDRESS: PO Box 1376,
Orchard Park, NY 14127**

DATE: _____

CONTRACTOR

BY: Contractor Signature

NAME: _____

TITLE: _____

ADDRESS: _____

DATE: _____

WITNESS: _____

SCHEDULE "A"
SCOPE OF WORK

See Exhibit "A" of this RFP

SCHEDULE "B"

STANDARD INSURANCE PROVISION

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

| Vendor Classification | A Construction and Maintenance | B Purchase or Lease of Merchandise or Equipment | C Professional Services | D Property Leased To Others Or Use Of Facilities Or Grounds | E Concessionaires Services | F Livery Services | G All Purposes Public Entity Contracts |
|--|-----------------------------------|--|----------------------------------|--|----------------------------------|----------------------------------|---|
| Commercial Gen. Liab. | \$1,000,000 per occ. | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 | \$1,000,000 CSL | \$1,000,000 | \$1,000,000 CSL |
| General Aggregate | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Products Completed Operations Liability | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Blanket Broad Form Contractual Liability | INCLUDE | | | | | | |
| Contractual Liability | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Broad Form P.D. | INCLUDE | | | | | | |
| X.C.U. (explosion, collapse, Underground) | INCLUDE | | | | | | |
| Liquor Law | | | | INCLUDE | INCLUDE | | |
| Auto Liab. | \$1,000,000 CSL | | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL |
| Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Hired | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Non-Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Excess/Umbrella Liab. | \$5,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$5,000,000 | \$1,000,000 |
| Worker's Compensation & Employer's Liability | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| Disability Benefits | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| Professional Liability | | | \$5,000,000 | | | | |
| Erie County, To Be Named Add'l Insd. | Gen. Liab., Auto Liab., & Excess | Broad Form Vendors May Be Required | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess |

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- VIII. required.
- IX. Waiver of Subrogation: Required on all lines unless noted
- X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law
Use Applicable Certificates Below:

Workers Compensation Forms

| | |
|-----------|-------------------------------|
| CE-200 | Exemption |
| C105.2 | Commercial Insurer |
| SI-12 | Self Insurer |
| GSI-105.2 | Group Self Insured |
| U-26.3 | New York State Insurance Fund |

DBL (Disability Benefits Law) Forms

| | |
|----------|--------------|
| CE-200 | Exemption |
| DB-120.1 | Insurers |
| DB-155 | Self Insured |
| | |
| | |

- XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

SCHEDULE "C"
TIME OF COMPLETION
AGREEMENT FOR CONTRACTOR SERVICES

A. **Time Schedule**

The Contractor shall complete the Scope of Work as listed in Schedule A of this Agreement by October 31, 2023.

B. **Liquidated Damages**

If through the actions or omissions of the Contractor, the work is not completed within the time frames stated above the Contractor shall refund the Conservancy an amount equal to ten percent (10%) of the total amount billed for the work which shall be payable in cash within sixty (60) days or charged against billings outstanding.

SCHEDULE "D"
COST SUMMARY FORM

| | | | | |
|---|--------------------|------------------------------------|-------------------|---------------|
| PART I - GENERAL | | | | |
| 1. OWNER | | 2. PROJECT NO. | | |
| 3. NAME | | 4. DATE OF PROPOSAL | | |
| 5. ADDRESS (Include Zip Code) | | 6. TYPE OF SERVICE TO BE FURNISHED | | |
| PART II - COST SUMMARY | | | | |
| 7. DIRECT LABOR (specify labor categories) | ESTIMATED HOURS | HOURLY RATE | ESTIMATED COST | TOTALS |
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| 8. INDIRECT COSTS (specify indirect cost pools) | | | | |
| | RATE | X BASE | ESTIMATED COST | |
| | | | | |
| | | | | |
| | | | | |
| 9. OTHER DIRECT COSTS | | | | |
| | | | ESTIMATED COST | |
| | | | | |
| | | | | |

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|--|------|------|-------------------|--|
| | | | | |
| 10. EQUIPMENT, MATERIALS, SUPPLIES (specify categories) | QTY. | COST | ESTIMATED COST | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 11. SUBCONTRACTS | | | ESTIMATED COST | |
| | | | | |
| | | | | |
| | | | | |
| 12. OTHER (specify categories) | | | ESTIMATED COST | |
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|--|-----------------|----------------|
| PART III - PRICE SUMMARY | | |
| 13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES (Indicates basis for price comparison) | MARKET PRICE(S) | PROPOSED PRICE |
| | | |
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| PART IV - CERTIFICATIONS | | |
| 14. SERVICE PROVIDER: | | |
| 14a. HAS A FEDERAL, AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS? YES NO (If YES, give name address and telephone number of reviewing office) | | |
| 14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES | | |
| 14c. This proposal is submitted for use in connection with and in response to: (1) _____ This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current and accurate as of (2) _____and that a financial management capability exists to fully and accurately account for the financial transactions | | |

under this project. I further certify that I understand that the sub-agreement price may be subject to renegotiation and/or recoupment where the above costs and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the above date.

(3) _____ (4)
DATE OF EXECUTION

SIGNATURE OF PROPOSER

TITLE OF PROPOSER

15. OWNER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for sub-agreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

☐

☐

TITLE OF REVIEWER

SCHEDULE “E”

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together “Equal Pay Law”). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future Conservancy contracts. We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____
COUNTY OF _____ SS:

A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

_____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
_____ Day of _____
_____, 2022