

ATTACHMENT

A

Downtown Mall Green Infrastructure Improvements Feasibility Study

Engineering Report

Downtown Mall Green Infrastructure Improvements

Feasibility Study

Ogdensburg, New York

Prepared for:

City of Ogdensburg

330 Ford Street

Ogdensburg, New York 13669



Prepared by:



Environmental Design & Research,

Landscape Architecture, Engineering & Environmental Services, D.P.C.

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Syracuse, New York 13202

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August 2024

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1.0 EXECUTIVE SUMMARY

The City of Ogdensburg is seeking to rehabilitate their Downtown Mall Parking Area with Green Infrastructure practices. This aims to improve water quality by disconnecting combined sewer overflows (CSOs) and reducing runoff contribution to the City's sewers. This is part of the City's ongoing effort to improve public spaces including the recent creation of public space at 212 Ford Street and the recent Dobisky Center Park project. The proposed downtown mall green infrastructure project is intended to continue the implementation of green public spaces.

The Downtown Mall Parking Area (DMPA) site is approximately 13.5 acres and is maintained by the City of Ogdensburg. The site offers ample space to implement a variety of green infrastructure practices. These include bioretention, downspout disconnection, permeable pavement, and stormwater street trees; all of which are New York State Department of Environmental Conservation (NYSDEC) Best Stormwater Management Practices. These green infrastructure practices will improve stormwater management in addition to improving the aesthetics of the site with more vegetation. Stormwater management inherently brings improvement of the public space with vegetation and modern furnishings such as LED lighting and potential electric vehicle charging stations.

2.0 PROJECT OBJECTIVES

The City of Ogdensburg has a need to rehabilitate the DMPA. As a part of ongoing efforts to minimize the amount and frequency of their CSOs, the City is proposing to incorporate green infrastructure into the rehabilitation of the DMPA to improve stormwater management. The City had identified incorporating green infrastructure in the CSOs Long-Term Control Plan as a means to improve the water quality in the CSO receiving waters as well as mitigate the impact of stormwater to the system. When incorporated into CSO management, green infrastructure can reduce the total runoff or delay the peak runoff flows entering the combined system, thereby reducing the total amount of CSOs.

3.0 LOCATION

The City of Ogdensburg DMPA is located in the City of Ogdensburg which resides on the southern shore of the St. Lawrence River in St. Lawrence County. The DMPA is located at 212 Ford Street. The parking lot serves and supports several businesses within the downtown area. A project location map is included as Figure 1. The project site is located within a Potential Environmental Justice Area (PEJA 15000US360894915001) as indicated by NYSDEC. An outline of the Environmental Justice Area is also shown in Figure 1. According to the FEMA Flood Insurance Rate Maps (FIRM) (community panel number 360707 0003 B, effective date November 5, 1980), the project site is not classified as being located within a designated flood hazard area.

The site is owned by the City of Ogdensburg and is maintained by the Ogdensburg Department of Public Works. There are approximately 250 parking spaces that are available to be used by the surrounding businesses. These businesses range from state offices to medical offices. The area totals approximately 13.5 acres with 13 acres of impervious area. Stormwater from the roofs of the nearby businesses is discharged directly to the storm sewer while the stormwater from the parking lot is directed to the existing

collection system. In its current configuration, the site discharges approximately 250,000 cubic feet during a 100-year storm event and approximately 90,000 cubic feet during a 1-year event.

4.0 EXISTING CONDITIONS

The City of Ogdensburg was given the parking area as part of the Environmental Quality Bond Act of 1986 and, as part of this gift, is required to maintain the land use of this space as a municipal parking area. The site is exclusively used for commercial businesses. The property has multiple buildings on location that house a variety of businesses. These buildings are connected to City utilities for electric, water, and sewer services. Further subsurface investigations including soil boings and infiltration tests have not yet been completed for this project, but will be completed as the project moves further into design. Readily available soil data suggests the area is comprised of Loamy Udorthents which is well drained. The depth to water table is between 2-feet and 6-feet with the depth to bedrock being more than 80-inches. There are no identified wetlands as the project area resides in the downtown area of Ogdensburg.

5.0 NEED FOR PROJECT

The City has completed several projects (i.e., sewer separation, hydraulic improvements) over the last 10 years to reduce CSO to the St. Lawrence and Oswegatchie Rivers in compliance with the NYSDEC approved Long-Term Control Plan. The final project, which is a CSO storage facility located at the City's wastewater treatment plant, will be complete later this year. In continuation of the efforts to reduce CSOs, the City of Ogdensburg has identified the downtown parking lot and the opportunity to take further action to implement green infrastructure measures to improve stormwater management. This project will mitigate the current CSO by treating, reducing, and slowing the stormwater discharge into the combined sewer.

The City is also pursuing improvements to their public spaces. The DMPA provides an ample opportunity to keep adding and improving green public spaces. The DMPA will also serve as a flexible space to accommodate the future implementation of a marketplace located at 212 Ford Street. This will ultimately complete the prospect of an interconnected public space.

6.0 ALTERNATIVES CONSIDERED

The goal for this project is to improve stormwater management and to add aesthetic value to the property. Based on the goal of the project alternatives considered include the following:

6.1 Bioretention

This would involve the collection of stormwater through pitched asphalt, curbs, and catch basins. Stormwater would be routed to a section of the property and appropriately sized for bioretention use. The bioretention area will be comprised of trees or supporting vegetation and will promote infiltration of the incoming water. This alternative has the potential to reduce the runoff and will function as a passive filter system.

6.2 Downspout Disconnection

Downspout disconnection or the disconnection of rooftop runoff involves the redirection of collected rooftop runoff to an onsite practice area. This would require the construction of a larger practice area sized to accommodate not only the parking lot area but also the rooftop area. Redirecting rooftop runoff to vegetated practices can reduce peak discharge flows and offer passive filtering. The rooftop runoff can also be routed to onsite rain barrels that can be used for non-potable water applications such as irrigation or the filling of fountains. The implementation of downspout disconnection will require the involvement of local businesses to determine their water needs and access to rooftops for stormwater collection.

6.3 Permeable Pavement

Due to its pervious nature, infiltration occurs at the location the permeable pavement is located. This works in large open areas such as driveways and parking lots. Permeable pavement can be made to look like ordinary road surfaces such as asphalt, concrete, or brick. Permeable pavement can be incorporated into this site with the construction of a storage bed beneath it. The pavement can be made to look like brick for an added aesthetic effect while also serving as stormwater infiltration. The site has multiple areas where permeable pavement can be used as it can directly replace existing parking areas and pedestrian ways.

6.4 Stormwater Street Trees

Street trees or tree boxes are small, localized tree plantings. This site has potential to incorporate smaller tree plantings that line parking spaces. Although the tree boxes are not a stand-alone practice, the area they are planted in acts as a pervious surface and provides an opportunity for underground storage as well. Tree boxes also have the added benefit of providing shade and aesthetic value.

7.0 SELECTION OF ALTERNATIVE

The parking area is oversized for its current use and the City has expressed interest in reducing the amount of parking spaces to accommodate stormwater management practices. The biggest limitation for the DMPA is finding adequate storage space on the site that can treat and store the stormwater runoff. Reducing the amount of parking spaces gives ample opportunity to incorporate different practices onsite without the need to maximize parking spaces.

The implementation of a bioretention practice is an ideal solution as standard stormwater collection systems could remain/be retrofitted to direct the water to the new bioretention area. Downspout disconnection was also considered due to the large building surface areas. Currently, the roof drains of the nearby buildings are located internally, making a stormwater connection to an internal downspout difficult and costly. Redirecting the rooftop stormwater will be necessary, as well as the increasing the scale of the bioretention area to accommodate the additional stormwater routed to practice from the roofs. There may not be adequate space to treat both parking lot and rooftops with one practice. If rain barrels are incorporated into the downspout disconnection, non-potable water can be distributed to the site. This provides an opportunity to have site irrigation, access to water for cleaning, or the potential to add fountains further the sites

aesthetic value. There is also potential to incorporate educational signage depicting the practice to further involve and educate the community.

Permeable pavement has great functionality if it is implemented in soils that can accommodate infiltration. The limitation of this practice would be the soil types and whether or not proper filtration media can be implemented to not only promote infiltration but also provide the needed storage. Another limitation is the maintenance that comes with permeable pavement. These pavers require additional cleaning to prevent debris from clogging up the system. They also cannot be clear of snow by traditional methods. This restricts the areas the pavement can be placed to low traffic spaces or non-drivable surfaces.

The limitation with street trees would be space and the need for additional practices. The tree boxes would be planted in locations to primarily reduce impervious areas, but a bioretention practice will still be necessary to treat the remaining impervious areas.

8.0 PROJECT DESCRIPTION

The recommended alternative for this project is to incorporate all of the above practices into one system. The site will have a dedicated bioretention area capable of treating the impervious parking areas and rooftops. Rooftop downspout connections will be made where connections are minimally intrusive to existing downspout infrastructure such as exterior downspouts. To minimize the storage area of the bioretention practice, permeable pavement will be utilized in low traffic areas and overflow parking spaces. These spaces will not require snow clearing and will minimize the added maintenance. In addition to these practices, street trees will be utilized to further minimize the impervious areas and aid adding aesthetic value to the property as a whole. A concept map is included in Figure 2.

These improvements will maintain adequate parking for the surrounding businesses and future marketplace at 242 spaces. These spaces include handicap accessible spaces and the ability to include electric charging stations at designated parking spots. The improved layout maintains turning circles for tractor trailers such that the local businesses can continue utilizing their loading bays. Along with these new spaces is the application of trees and new led light poles. The trees will not only improve visuals of the site but also provide shade for walking paths and cover for nearby parking spots. The LED light fixtures will also be much more energy efficient which will reduce electrical costs.

A complete water quality volume take off has yet to be completed. However, preliminary studies of the site have indicated that there is potential to capture 500,000 gallons of rainwater with the combined applications of the above practices, or approximately 1.5 inches of rainfall. In addition to rainwater capturing, the project will also reduce the need for capture by reducing the amount of impervious areas through green spaces and porous pavers.

Table 8-1. Cost Estimate

Unit Description	Cost
Demolition	\$645,000
Asphalt Paving	\$292,000
Green Infrastructure	\$497,000
Erosion and Sediment Control	\$25,000
Site Restoration	\$671,000
Vegetation Plantings	\$205,000
Contingency	\$470,000
Escalation (2023 Construction)	\$190,000
Construction Cost	\$2,995,000
Engineering, Legal and Administrative	\$280,000
Total Project Cost	\$3,275,000

Table 8-2. Project Schedule

Task	Date
Submit GIGP Application	July 2022
GIGP Award	December 2022
Grant Agreement with New York State	February 2023
Preliminary Design	March 2023 – April 2023
Final Design	May 2023 – June 2023
Bidding	July 2023
Issue Contract Award	August 2023
Construction	August 2023 – June 2024

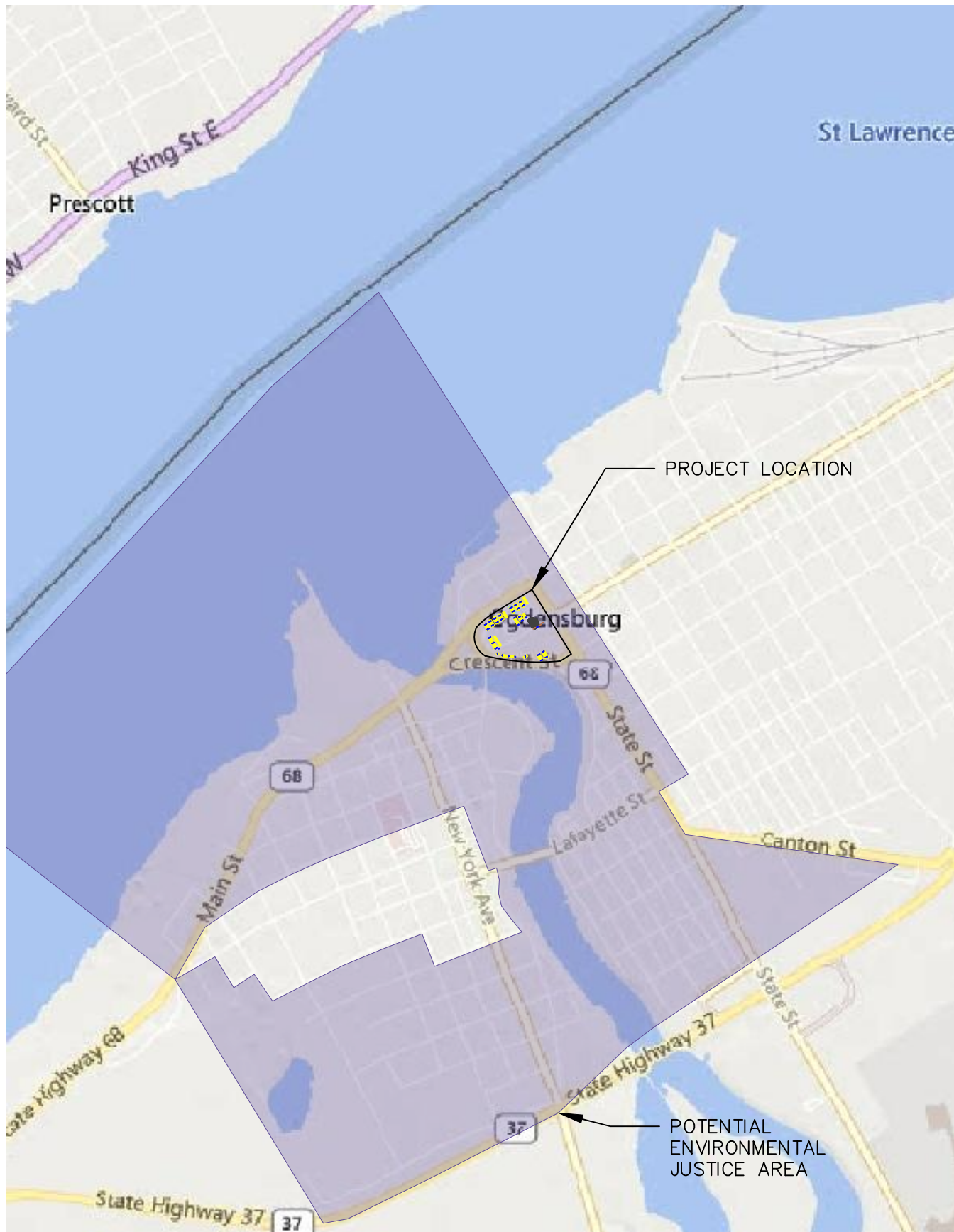
9.0 REGULATORY APPROVAL AND PERMITS

- NYSDEC
- City of Ogdensburg

10.0 OPERATION AND MAINTENANCE

Additional maintenance will include the clearing of debris collected by the implemented practices a detailed care guide will be issued. Site maintenance will be the sole responsibility of the City of Ogdensburg.

FIGURES



**Environmental
Design & Research,**
Landscape Architecture, Engineering
& Environmental Services, D.P.C.
217 Montgomery Street, Suite 1100
Syracuse, New York 13202
P. 315.471.0688

PROJECT TITLE: **DOWNTOWN MALL GREEN INFRASTRUCTURE IMPROVEMENTS**

EDR JOB#: -

DRAWING TITLE: **FIGURE 1**

DRAWING NUMBER:

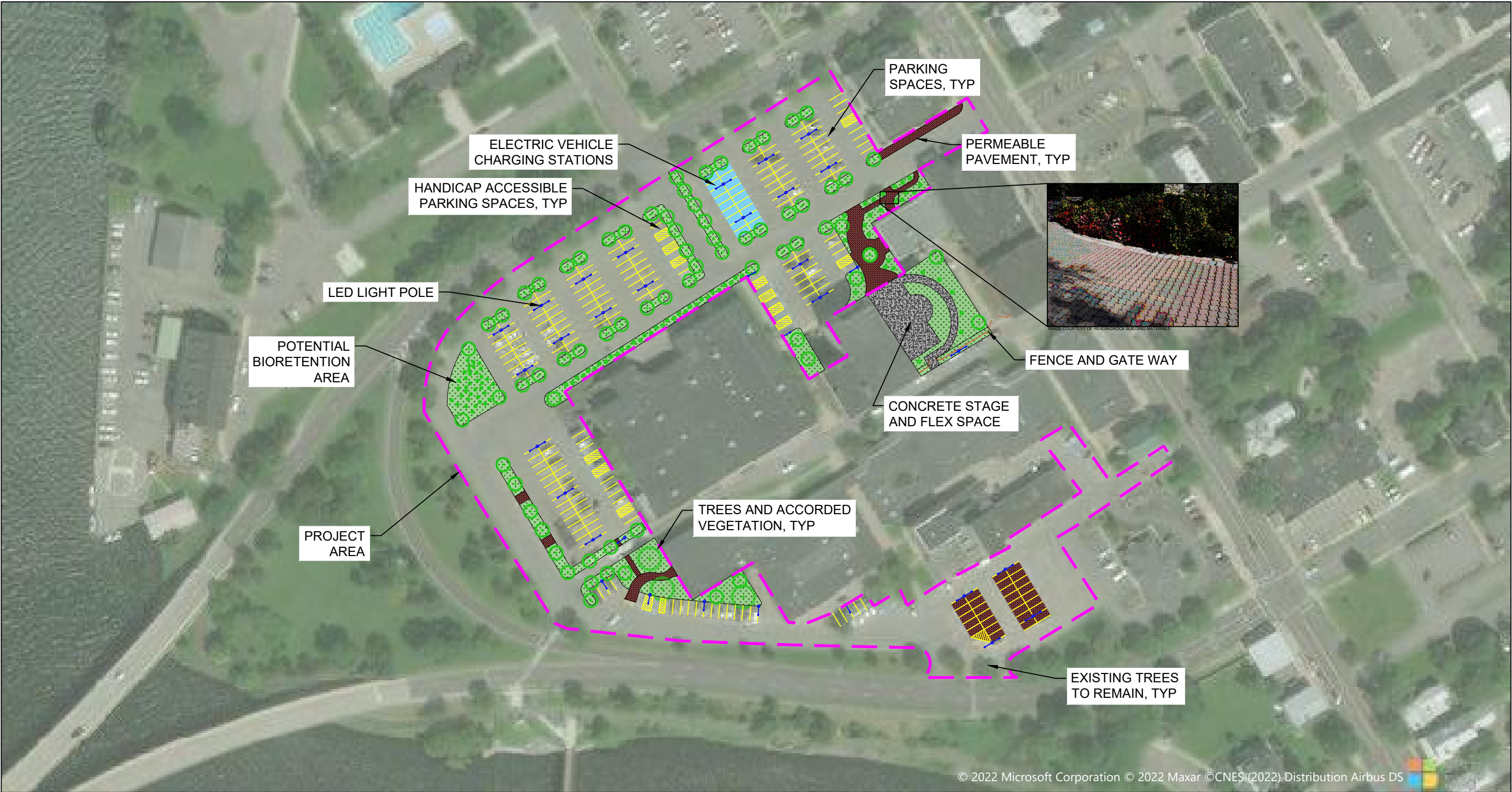
SCALE: **NTS**

DRAWN: **CRO**

CHECKED: **CAP**

DATE: **JULY 2022**

FIGURE 1



Environmental
Design & Research,
Landscape Architecture, Engineering
& Environmental Services, D.P.C.
217 Montgomery Street, Suite 1100
Syracuse, New York 13202
P. 315.471.0688

PROJECT TITLE: **CITY OF OGDENSBURG DOWNTOWN MALL GREEN PARKING AREA**

DRAWING TITLE: **CONCEPT SITE PLAN**

SCALE: **NOT TO SCALE**

DRAWN BY: **CRO**

CHECKED BY: **CAP**

DATE: **JULY 2022**

EDR JOB#: -

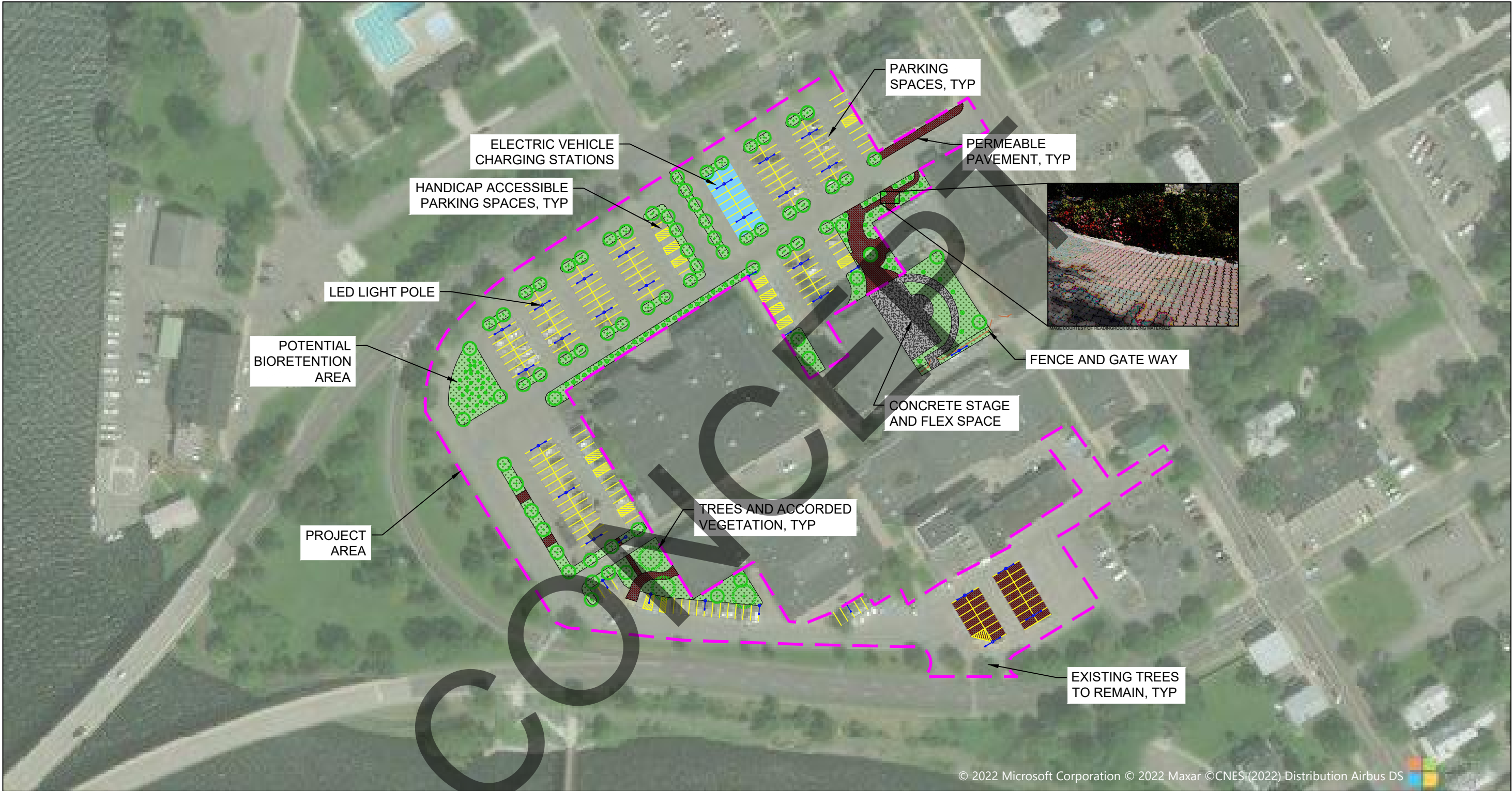
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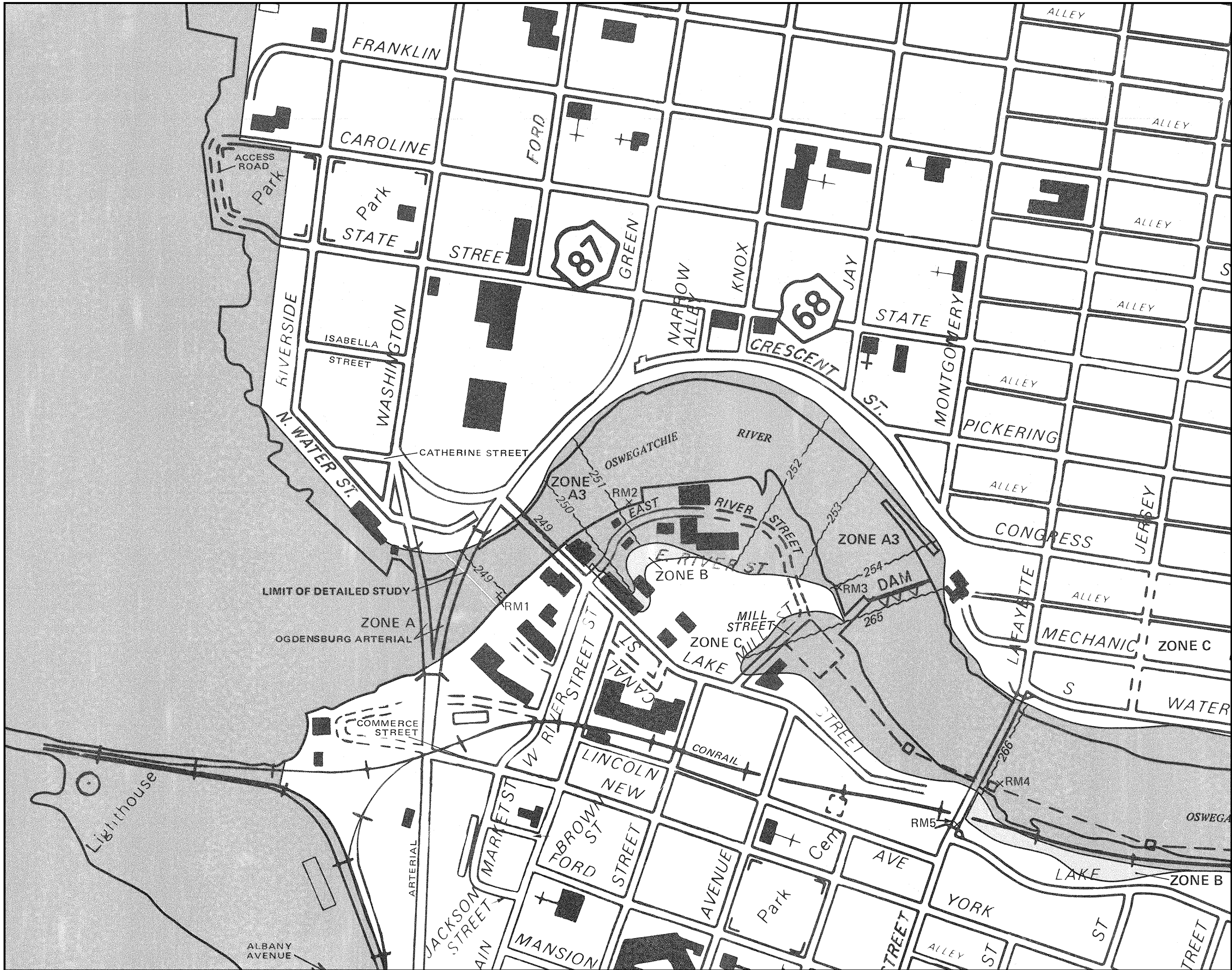
CONCEPT

ATTACHMENT

B

Concept Site Plan & Maps





ram at (800) 638-6620, or (800) 424-8872.

APPROXIMATE SCALE
400 0 400 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
OGDENSBURG,
NEW YORK
ST. LAWRENCE COUNTY

PANEL 3 OF 3
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
360707 0003 B

EFFECTIVE DATE:
NOVEMBER 5, 1980

 federal emergency management agency
federal insurance administration

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

Existing Conditions: Adjacent Buildings



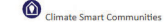
August 15, 2024

DECinfo Locator Legend (Active Layers)

Permits and Registrations



Public Involvement



Reference Layers



1:2,257

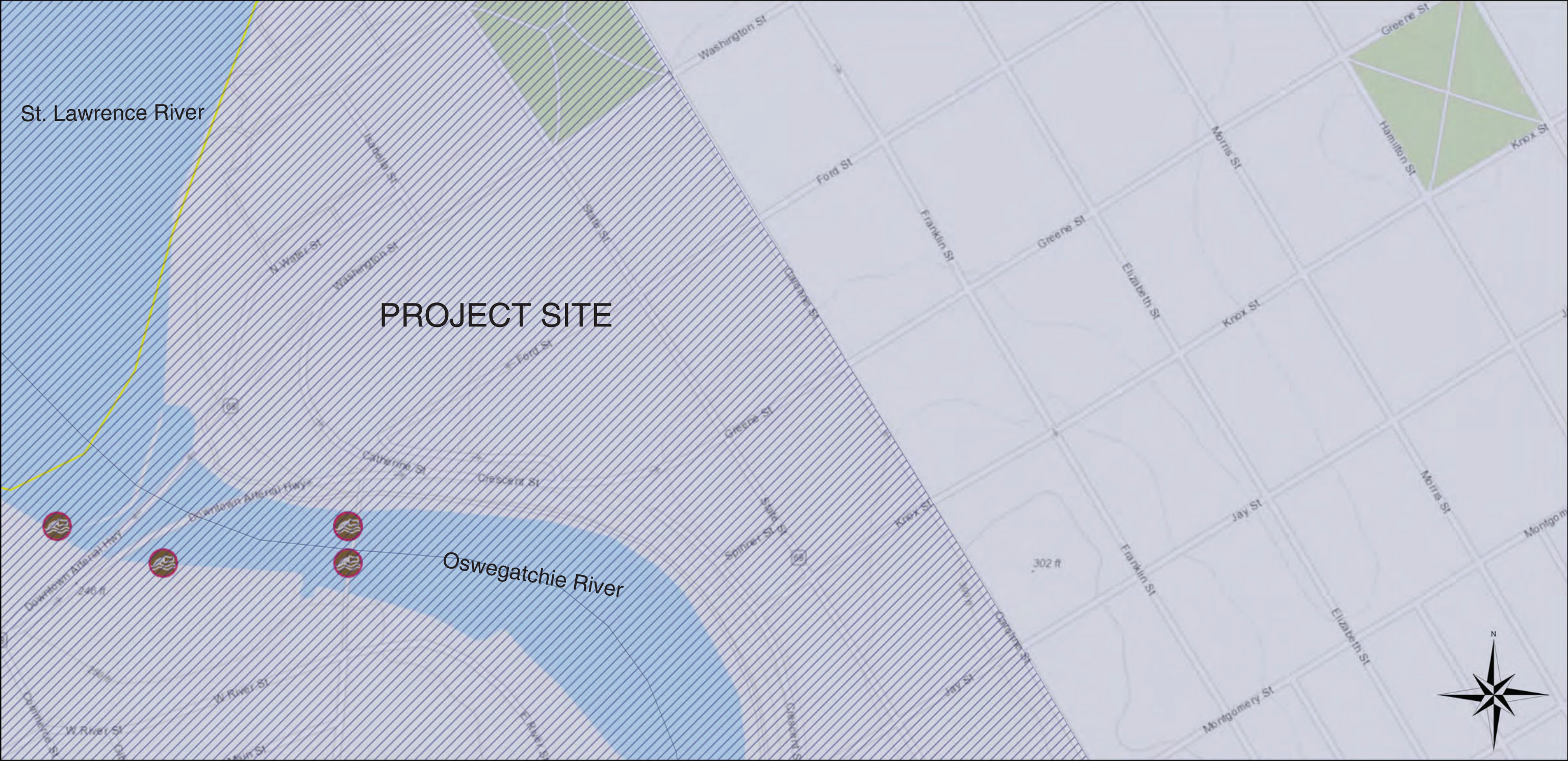
0 0.02 0.04 0.07 mi

0 0.03 0.06 0.12 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, NYS ITS
Geospatial Services, Westchester County GIS , New York State,
Maxar, Microsoft

Author: City of Ogdensburg
Not a legal document

Existing Conditions: PEJA and DAC



August 15, 2024

DECinfo Locator Legend (Active Layers)

Permits and Registrations

Combined Sewer Overflow (CSO) Outfalls

Public Involvement

Potential Environmental Justice Areas

Disadvantaged Communities (DAC)

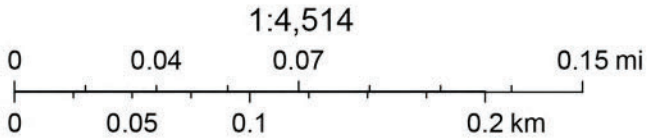
Climate Smart Communities

Reference Layers

DEC Regional Offices

Cities

County Boundaries



Leeds and Grenville, Province of Ontario, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, AAFC, NRCan

Author: City of Ogdensburg
Not a legal document

ATTACHMENT

C

MWBE & SDVOB Utilization Plan Forms



Environmental Facilities Corporation | Department of Health

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. Submit the completed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution. Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in [ESD's MWBE Directory](#). A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed (electronic signature box checked and dated) to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:		County:		
Project No.:	Program ID:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:		Email:	Phone #:	
Address of MBO:				
Electronic Signature of MBO: _____ Date: _____ ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type:	☐ Construction ☐ Other Services
Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ☐ Other: _____ If yes, please include Prime information in Section 3. If dual certified, you must select either MBE or WBE.				
Address:	Phone #:	Fed. Employer ID #:		
Description of Work:	Email:			
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total	
Total Contract Amount: \$ _____ MWBE Eligible Contract Amount: \$ _____ (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			PROPOSED MWBE Participation Total: % \$ _____ Total: % \$ _____	

**NYS Environmental Facilities Corporation
Minority- & Women-Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION

This Submittal is: ☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #: 		For EFC Use:	
NYS Certified M/WBE Subcontractor Info			
Business Name: 	Fed. Employer ID#: 	Contract Amount: 	
Address: 	Phone #: 		
Scope of Work: 	Email: 		
Select Only One: ☐ MBE ☐ WBE ☐ Other: 	Start Date: 		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	Completion Date: 		
Full Contract Amount: \$ 			
Business Name: 	Fed. Employer ID#: 	Contract Amount: 	
Address: 	Phone #: 		
Scope of Work: 	Email: 		
Select Only One: ☐ MBE ☐ WBE ☐ Other: 	Start Date: 		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	Completion Date: 		
Full Contract Amount: \$ 			
Business Name: 	Fed. Employer ID#: 	Contract Amount: 	
Address: 	Phone #: 		
Scope of Work: 	Email: 		
Select Only One: ☐ MBE ☐ WBE ☐ Other: 	Start Date: 		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	Completion Date: 		
Full Contract Amount: \$ 			

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION continued

Business Name:	Fed. Employer ID#:	
Address:	Phone #:	
Scope of Work:	Email:	
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:	
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	Completion Date:	
Full Contract Amount: \$		

Business Name:	Fed. Employer ID#:	
Address:	Phone #:	
Scope of Work:	Email:	
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:	
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	Completion Date:	
Full Contract Amount: \$		

Business Name:	Fed. Employer ID#:	
Address:	Phone #:	
Scope of Work:	Email:	
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:	
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	Completion Date:	
Full Contract Amount: \$		

Business Name:	Fed. Employer ID#:	
Address:	Phone #:	
Scope of Work:	Email:	
Select Only One: ☐ MBE ☐ WBE ☐ Other:	Start Date:	
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	Completion Date:	
Full Contract Amount: \$		

SIGNATURE

Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.	Date:
Name (Please Type):	



Environmental Facilities Corporation | Department of Health

**NYS Environmental Facilities Corporation
Service-Disabled Veteran-Owned Business (SDVOB) Utilization Plan**

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. Submit the completed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO) no later than the date of contract execution. Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified SDVOB, please contact EFC for assistance.

The utilization of certified SDVOBs for non-commercially useful functions may not be counted towards utilization of certified SDVOBs in the Utilization Plan. SDVOB firms must be certified by NYS Office of General Services to be counted towards satisfaction of SDVOB participation goals.

See the State Financial Assistance Mandatory Terms and Conditions or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed (electronic signature box checked and dated) form in Microsoft Word format to your EFC Program Compliance Specialist.

The subject heading of the e-mail to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

**NYS Environmental Facilities Corporation
Service-Disabled Veteran-Owned Business (SDVOB) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:		County:		
Project No.:	Program ID:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:	Email:		Phone #:	
Address of MBO:				
Electronic Signature of MBO:		Date:		
☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: ☐ Construction ☐ Other Services	
Prime Firm is Certified as: ☐ SDVOB If certified, please include Prime information in Section 3.				
Address:	Phone #:	Fed. Employer ID #:		
Description of Work:	Email:			
Award Date:	Start Date:	Completion Date:	SDVOB GOAL Total	PROPOSED SDVOB Participation
Total Contract Amount: \$			Total: 6% \$	Total: % \$
SDVOB Eligible Contract Amount: \$ (Goals are applied to this amount and includes all change orders, amendments, & waivers)				

**NYS Environmental Facilities Corporation
Service-Disabled Veteran-Owned Business (SDVOB) Utilization Plan**

SECTION 3: SDVOB SUBCONTRACTOR INFORMATION													
This Submittal is:		☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #: 		NYS Certified SDVOB Subcontractor Info						Participation: SDVOB (\$)		For EFC Use:	
Name:		Fed. Employer ID#:											
Address:		DSDVBD Control #:											
Scope of Work:		Phone #:											
Full Subcontract Amount: \$		Email:											
Start Date:		Completion Date:											
Name:		Fed. Employer ID#:											
Address:		DSDVBD Control #:											
Scope of Work:		Phone #:											
Full Subcontract Amount: \$		Email:											
Start Date:		Completion Date:											
Name:		Fed. Employer ID#:											
Address:		DSDVBD Control #:											
Scope of Work:		Phone #:											
Full Subcontract Amount: \$		Email:											
Start Date:		Completion Date:											
Name:		Fed. Employer ID#:											
Address:		DSDVBD Control #:											
Scope of Work:		Phone #:											
Full Subcontract Amount: \$		Email:											
Start Date:		Completion Date:											
Name:		Fed. Employer ID#:											
Address:		DSDVBD Control #:											
Scope of Work:		Phone #:											
Full Subcontract Amount: \$		Email:											
Start Date:		Completion Date:											
Name:		Fed. Employer ID#:											
Address:		DSDVBD Control #:											
Scope of Work:		Phone #:											
Full Subcontract Amount: \$		Email:											
Start Date:		Completion Date:											

**NYS Environmental Facilities Corporation
Service-Disabled Veteran-Owned Business (SDVOB) Utilization Plan**

SECTION 3: SDVOB SUBCONTRACTOR INFORMATION continued					
Name:		Fed. Employer ID#:			
Address:		DSDVBD Control #:			
Scope of Work:		Phone #:			
Full Subcontract Amount: \$		Email:			
Start Date:		Completion Date:			
Name:		Fed. Employer ID#:			
Address:		DSDVBD Control #:			
Scope of Work:		Phone #:			
Full Subcontract Amount: \$		Email:			
Start Date:		Completion Date:			
Name:		Fed. Employer ID#:			
Address:		DSDVBD Control #:			
Scope of Work:		Phone #:			
Full Subcontract Amount: \$		Email:			
Start Date:		Completion Date:			
Name:		Fed. Employer ID#:			
Address:		DSDVBD Control #:			
Scope of Work:		Phone #:			
Full Subcontract Amount: \$		Email:			
Start Date:		Completion Date:			

SIGNATURE	
Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all SDVOB subcontractors will perform a commercially useful function.	Date:
Name (Please Type):	

ATTACHMENT D

MWBE & SDVOB Waiver Forms



**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Waiver Request Form**

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2, 3, and 4. Submit the completed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO). Incomplete forms will be found deficient.

See the EFC [Mandatory Terms and Conditions](#) or consult the MBO for further guidance.

Instructions for MBO:

The MBO must complete Section 1. Email the completed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist. The subject heading of the email to the EFC Program Compliance Specialist should follow the format "Waiver Request, Project Number, Contractor." EFC will review and email an acceptance or denial to the MBO.

If a partial MWBE waiver is requested, an [MWBE Utilization Plan](#) must also be submitted for the amount of proposed MWBE participation.

SECTION 1: MUNICIPAL INFORMATION									
Recipient/Municipality:		County:							
Project No.:	Program ID:	Contract ID:	Registration No. (NYC only):						
Minority Business Officer (MBO):		Email:	Phone #:						
Address of MBO:									
Signature of MBO:								Date:	
☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.									
SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION									
Firm Name:		Contract Type: ☐ Construction ☐ Other Services							
Prime Firm is Certified as: ☐ MBE ☐ WBE ☐ N/A ☐ Other:		Phone #:		Fed. Employer ID #:					
Address:									
Contact Information of Firm Representative Authorized to Discuss Waiver Request:		Email:							
Name:		Title:		Phone #:					
Description of Work:		Start Date:		Completion Date:		EFC MWBE GOAL Total			
Award Date:		Total:		%		\$			
Total Contract Amount: \$									
MWBE Eligible Contract Amount: \$									
(MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)									

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Waiver Request Form**

SECTION 3: TYPE OF MWBE WAIVER REQUESTED	
1. ☐ Full Waiver (No MWBE participation) 2. ☐ Partial Waiver (Less than the MWBE goals; indicate below the proposed MWBE participation)	3. ☐ Specialty Equipment/Services Exclusion (Must be of SIGNIFICANT cost – attach list of cost and type of equipment and supporting documentation outlined below)
PROPOSED MWBE Participation Total: % \$	
SECTION 4: SUPPORTING DOCUMENTATION	
Provide the following documentation as evidence of good faith efforts to meet the MWBE goals set forth and in support of the waiver application. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in items 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in item 13, as listed below.	
1. A brief letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made. 2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents. 3. Screenshots of search results for each task (using commodity codes) from Empire State Development Corporation's (ESD) MWBE Directory of all certified MWBEs that were solicited for this contract. Each search should be saved as an individual file. 4. A log of solicitation results in Excel format, consisting of the list of MWBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians), including date, persons communicated with and outcome. The log should show that each MWBE firm was contacted twice by two different methods if first contact was unsuccessful (e.g., email and phone), and the final outcome of the solicitation. 5. List of the general circulation, trade association, and MWBE oriented publications and dates of publication soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitations.	

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Waiver Request Form**

6. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.

7. Any other information deemed relevant to the request.

EFC and the MBO reserve the right to request additional information and/or documentation.

Documentation for Requests for Specialty Equipment Exclusions:

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no MWBE firms could be utilized to provide the equipment.

9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.

10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.

11. Screenshots of ESD's MWBE Directory searches for the equipment showing that it is not found in the Directory.

12. An invoice or executed purchase order showing the value of the equipment.

Documentation for Requests for Specialty Service Exclusions:

13. A letter of explanation containing information about the scope of work and why no MWBE firms could be subcontracted to provide that service.

SIGNATURE

Electronic Signature of Contractor:

☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

Name: (Please Type):

Date:



Environmental Facilities Corporation | Department of Health
NYS Environmental Facilities Corporation
Service-Disabled Veteran Owned Business (SDVOB) Waiver Request Form

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2, 3, and 4. Submit the completed (electronic signature box checked and dated) form in Microsoft Word format to the Recipient's designated Minority Business Officer (MBO). Incomplete forms will be found deficient.

See the SFA [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed (electronic signature box checked and dated) form in Microsoft Word format to your EFC Program Compliance Specialist. The subject heading of the e-mail to the EFC Program Compliance Specialist should follow the format "Waiver Request, Project Number, Contractor." EFC will review and email an acceptance or denial to the MBO.

If a partial SDVOB waiver is requested, an [SDVOB Utilization Plan](#) must also be submitted for the amount of proposed SDVOB participation.

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:		County:		
Project No.:	Program ID:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer (MBO):		Email:	Phone #:	
Address of MBO:				
Signature of MBO:		I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.		Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:	Contract Type: ☐ Construction ☐ Other Services			
Address:	Phone #:	Fed. Employer ID #:		
Contact Information of Firm Representative Authorized to Discuss Waiver Request:		E-mail:		
Name:	Title:	Phone #:		
Description of Work:		EFC SDVOB GOAL Total		
Award Date:	Start Date:	Completion Date:		
Total Contract Amount: \$		Total: 6 % \$		
SDVOB Eligible Contract Amount: \$ (SDVOB Goals are applied to this amount and includes all change orders, amendments, & waivers)				

**NYS Environmental Facilities Corporation
Service-Disabled Veteran Owned Business (SDVOB) Waiver Request Form**

SECTION 3: TYPE OF SDVOB WAIVER REQUESTED			
1. ☐ Full Waiver (No SDVOB participation) 2. ☐ Partial Waiver (Less than the SDVOB goal; indicate below the proposed SDVOB participation)	PROPOSED SDVOB Participation <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Total:</td> <td style="width: 20%; text-align: center;">% \$</td> </tr> </table> 3. ☐ Specialty Equipment/Services Exclusion (Must be of SIGNIFICANT cost – attach list of cost and type of equipment and supporting documentation outlined below)	Total:	% \$
Total:	% \$		
SECTION 4: SUPPORTING DOCUMENTATION			
Provide the following documentation as evidence of good faith efforts to meet the SDVOB goals set forth and in support of the waiver application. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in items 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in item 13, as listed below.			
1. A brief letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made. 2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents. 3. Screenshots of search results for each task using business description from the Office of General Services (OGS) SDVOB Directory of all certified SDVOBs that were solicited for this contract. Each search should be saved as an individual file. 4. A log of solicitation results in Excel format, consisting of the list of SDVOB firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians), including date, persons communicated with and outcome. The log should show that each SDVOB firm was contacted twice by two different methods if first contact was unsuccessful (e.g., email and phone), and the final outcome of the solicitation. 5. List of the general circulation, trade association, and SDVOB oriented publications and dates of publication soliciting for certified SDVOB participation as a subcontractor/supplier and copies of such solicitations. 6. Description of the negotiations between the contractor and certified SDVOBs for the purposes of complying with the SDVOB goals of this contract. 7. Any other information deemed relevant to the request.			

**NYS Environmental Facilities Corporation
Service-Disabled Veteran Owned Business (SDVOB) Waiver Request Form**

EFC and the MBO reserve the right to request additional information and/or documentation.

Documentation for Requests for Specialty Equipment Exclusions:

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no SDVOB firms could be utilized to provide the equipment.
9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
11. Screenshots of OGS's SDVOB Directory searches for the equipment showing that it is not found in the Directory.
12. An invoice or executed purchase order showing the value of the equipment.

Documentation for Requests for Specialty Service Exclusions:

13. A letter of explanation containing information about the scope of work and why no SDVOB firms could be subcontracted to provide that service.

SIGNATURE

Electronic Signature of Contractor:

☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

Name: (Please Type):

Date:

ATTACHMENT

E

Non-Collusive Bidding, Iran Divestment Act,
Equal Opportunity Employment Policy
Statement and Sexual Harassment
Prevention Certifications

SECTION 00480

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly, disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) 1., 2., and 3., above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee determines that such disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.
- (d) Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

FIRM: _____

By: _____

Title: _____

(CORPORATE SEAL IF ANY)

END OF SECTION

SECTION 00373

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said contractor/proposer has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).”

The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

SECTION 00373

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

- a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

Signature

Title

Company Name

Date

State of _____)
County of _____) SS:

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

END OF SECTION



Environmental Facilities Corporation | Department of Health

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT
NEW YORK STATE FINANCIAL ASSISTANCE PROGRAMS

SRF Project No.:

Date:

Recipient:

Project Description:

I, , am the authorized representative of .

Name of Representative

Name of Contractor/Service Provider

I hereby certify that will abide by the equal employment

Name of Contractor/Service Provider

opportunity (EEO) policy statement provisions outlined below.

- (i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to Water Grant projects.
- (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this Water Grant project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status.
- (v) The Contractor will include the provisions of subdivisions (i) through (iv) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

X

Contractor/Service Provider Representative

SECTION 00376

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-I

In accordance with State Finance Law §139-L, which generally prohibits the Owner from entering into contracts pursuant to the Bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the Bidder submits the following certification under the penalty of perjury:

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Dated: _____, 20____
_____, New York

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

Sworn to before me this
_____ day of _____, 20_____

ATTACHMENT

F

Sample Professional Services
Agreement

AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____, 20____.

BETWEEN

City of Ogdensburg
hereinafter referred to as "Owner"

-and-

hereinafter referred to as "CONSULTANT"

WHEREAS the Owner intends to carry out a project named, _____
and has requested proposals and/or bids for a Consultant to furnish professional
services in connection therewith;

AND WHEREAS the Owner hereby retains the Consultant for the purpose of carrying
out the scope of work as detailed in the request for proposals and/or bids;

AND THEREFORE WITNESSETH that in consideration of the premises and covenants
contained herein, the parties hereto agree as follows:

1. The Owner hereby retains the services of the Consultant in connection with the work, and the Consultant hereby agrees to provide the professional services, supply reports and execute a plan, as specified in the proposal dated _____, and submitted to the City of Ogdensburg.
2. The Consultant shall immediately commence with the work upon acceptance and approval of the Contract, and notification to proceed as given by the Owner.
3. It is understood, and a condition herein, that the Consultant shall carry out the work under the direction of Shane Brown, Public Works Director for the City of Ogdensburg.
4. The Consultant shall be paid no more than _____
and 00/100 dollars (**\$** _____) including all disbursements for professional services.
5. Invoices for the project shall be upon completion of milestones as below:

Upon completion of Phase I of the Scope of Work (as outlined on Page ____ of the RFQ)

Upon completion of Phase II of the Scope of Work (as outlined on Page ____ of the RFQ) \$

6. Fees and disbursements will be subject to approval by the Owner and shall be paid within thirty (30) days of the Owner's approval.
7. If it is necessary for the Consultant to make any changes in the scope of work for any part of the project for reasons over which the Consultant has no control or the Consultant is put to any extra work, cost or expense not included in the study outline by reason of any act or matter over which he/she has no control, the Owner shall pay the Consultant a fee for such charges or extra work calculated on a time basis, provided that prior to the commencement of such charges or extra work, the Consultant shall notify the Owner in writing and obtain written approval of intentions to make such charges or to carry out such extra work and that the Consultant shall keep separate cost records in respect to such charges or extra work, satisfactory to the Owner.
8. Work additional to and beyond the scope of the terms of the proposal dated _____, 20 (copy attached - Appendix A) shall be based on the hourly rate structure as contained herein.

Consultants name \$_____ per hour

9. The Consultant shall not divulge any confidential information communicated to or acquired by the Consultant in the course of carrying out the work.
10. The Consultant shall give due consideration to all design plans, drawings, reports, proposals and other information provided by the Owner and shall make any decisions which it is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.
11. The Owner shall, at the request of the Consultant, provide the Consultant with information and documents related thereto, that are within the knowledge or possession of the Owner, except insofar as the Consultant is expressly required to furnish the same under the terms hereof:
 - a. All pertinent information which may affect the work to be done;
 - b. Any existing information pertinent to the scope of work.

If any information hereunder is provided in electronic format, the Owner

recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents (“Electronic Documents”) are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to the Owner for informational purposes only and not as record documents.

12. Any notice required herein to be given to the Owner shall be deemed sufficiently given if sent by mail or courier to the attention of:

Fonda Chronis, City Manager
City of Ogdensburg
330 Ford Street
Ogdensburg, NY 13669
(315) 393-6100

13. Any notice required herein to be given to the Consultant shall be deemed sufficiently given if sent by mail or courier to the Consultant at:

Name
Title
Company
Address
City, State Zip
Phone #

14. The Owner may terminate, abandon or suspend the project by notifying the Consultant in writing, however, if the project or any part thereof is abandoned at any state prior to completion of the work, the Owner shall pay the Consultant a fee for services from the inception of the work calculated on a time basis according to the rates, limits and other provisions set forth in this contract.
15. To meet the Owner’s schedule, this project shall begin immediately upon a notification to proceed issued by the Owner to the Consultant. The estimated time to complete the Plan is outlined in the Request for Proposals and/or Invitation to Bid (copy attached as Appendix A).
16. The Consultant certifies that it meets all applicable local, state and federal requirements regarding employment and professional standards.
17. The Consultant hereby agrees to indemnify, defend and save the Owner harmless against any and all liability, loss, damage, detriment, suit, claims, demands, costs, charge, attorney's fees and expenses of whatever kind or

nature, which the Owner may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of this Agreement, where such loss or expense is incurred directly or indirectly by the Owner, or its employees, agents or contractors as a result of the negligent act or omission, breach or fault of the Consultant, its employees, agents or subcontractors. If a claim or action is made or brought against the Owner for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall be required to pay for the handling of the claim for which it is responsible as a result of this provision.

18. The Consultant agrees that in accordance with its status as an independent contractor, it will both, conduct itself in a manner befitting an independent contractor, and not hold itself out nor claim to be an officer or employee of the Owner or the State of New York. Also, Consultant will not by reason of such status, make any claim, demand an application to or for any right or privilege applicable to an officer of the Owner or the State of New York, including, but not limited to Workmen's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or Retirement Membership for Credit.
19. The NYS Prevailing Wage Rates as applicable to this agreement are attached as Appendix B. If these rates are not applicable to this project it has been noted "Not Applicable" on Appendix B.
20. The Consultant shall maintain Workmen's Compensation and Liability Insurance coverage sufficient to protect the health and welfare of its employees and to satisfactorily indemnify the Owner against claims that may be made against the Consultant and/or the Owner for personal injury or property damage that may occur during the course of the project and in compliance with the Appendix A - Request for Proposal / Invitation To Bid. Certification of such insurance shall be filed by the Consultant with the Owner prior to execution of this Agreement.
21. The Consultant has been approved to subcontract with _____ to meet the MWBE goal of 0 % of the contract. ----- will be paid by Consultant directly out of the total of this Agreement (see Item #4 above). No other work shall be subcontracted without prior written approval of the Owner.
22. This agreement and any and all attachments including but not limited to: the Request for Proposals or Invitation to bid including attachments and/or exhibits; bid documents and/or proposal as submitted to the Owner including any attachments; Non-Collusive Bidding Certificate, Equal Employment Opportunity Policy Statement; and, Appendix A & B of this agreement as noted previously.

23. This agreement shall be for an initial term that begins on the Effective Date and continues in effect through _____ (the "Initial Term") and unless terminated sooner, shall continue, on a year-to-year basis. A Contract Amendment executed by each party will be required to extend the term of this agreement. If either party elects not to renew or extend the term of this agreement the other party must be notified not less than 60 days prior to the agreed upon expiration.

IN WITNESS WHEREOF the Owner and Consultant have signed this Agreement. Counterparts have been delivered to Owner and Consultant. All portions of the Agreement have been signed or have been identified by Owner and Consultant or on their behalf.

OWNER: **CITY OF OGDENSBURG**

BY: _____
Fonda Chronis, City Manager

CONTRACTOR:

BY: _____

Appendix A

1. Request for Proposal / Invitation To Bid
2. Proposal with attachments
3. Exhibits
 - Cost Proposal – Dated

SAMPLE

Appendix B

NYS Prevailing Wage Rates – NOT APPLICABLE

SAMPLE