

CHAUTAUQUA COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS



PROPOSAL NO. RFP-2-24

Conceptual Engineering/Design/Cost Estimates

Conceptual Engineering and Design Costs for the
Barcelona to Chautauqua Institution Multi-Use Trail.

PROPOSAL ISSUE DATE:	December 3, 2024
QUESTIONS DUE BY:	December 16, 2024
PROPOSAL DUE DATE:	January 13, 2025
TIME:	3:30 PM

RESPOND TO:

ATTN: BRANDI McINTYRE, PURCHASING AGENT

454 N WORK ST FALCONER, NY 14733

EMAIL: mcintyrb@chqgov.com

PH. 716-661-8213

PJ WENDEL JR.
COUNTY EXECUTIVE

MARK GEISE
DEPUTY COUNTY EXECUTIVE FOR ECONOMIC DEVELOPMENT

KITTY CROW
DIRECTOR OF FINANCE

REBECCA WURSTER
PLANNING COORDINATOR

BECKY ANDERSON
PURCHASING MANAGER

NATE ALDRICH
ECONOMIC DEVELOPMENT COORDINATOR

BRANDI McINTYRE
PURCHASING AGENT

NICOLE PATTISON
PURCHASING AGENT

TINA HUCKABONE
PURCHASING AGENT

Statement of Work

Objective

The County of Chautauqua is soliciting proposals from qualified engineering/planning firms to provide conceptual engineering, design, and cost estimates that will be necessary to finish the remaining portions of the Barcelona to Chautauqua Institution (B2CI) Multi-use Trail. This project has a maximum budget of \$85,000. All costs for information gathering, report presentation, travel, postage, and other vendor costs and other expenses, shall be identified and included in the proposed fee.

The objective of this project is to develop an updated conceptual design with cost estimates that are needed to efficiently and effectively complete the remaining unfinished segments of the trail, all at once. The approximate total distance of the B2CI Trail is 14 miles. Once completed, the trail will create a pedestrian connection between Lake Erie and Chautauqua Lake, be destination oriented, will attract both local and regional users, and will increase awareness of the benefits of local natural resources.

Background Information and Purpose

The B2CI Trail is a multi-use trail that connects Barcelona Harbor (Lake Erie) in the Town of Westfield to Chautauqua Institution (Chautauqua Lake) in the Town of Chautauqua. This proposed trail was identified in the Chautauqua County Greenway Plan, developed by the Chautauqua County Department of Planning & Development (CCDPD), as an ideal project to create momentum for future expansion of a regional trail system. The B2CI Trail, also known as the “Portage Trail” due to its historical use by fur traders and other travelers seeking passage between the Great Lakes and the Gulf of Mexico, will enhance the quality of life by providing opportunities for recreation, healthy lifestyles, pedestrian and bicycle routes, transportation, economic development, and heritage tourism activities.

In 2013, the CCDPD developed the Barcelona to Chautauqua Institution Multi-Use Trail Feasibility Study and Implementation Plan. The feasibility study divided the proposed trail into five logical segments, which were examined to determine character; property ownership; geographic features; and/or intersections with roadway right-of-ways. Each segment was then assigned high level cost estimates. The current strategy for implementation has involved focusing on a segment, or piece of a segment, one at a time. As such, the segments of the trail are in various stages of completion, and at the current rate of completion it is projected to take many years to finish.

The cost estimates that were provided in the 2013 Plan are not only outdated, but were ballpark estimates at best. After evaluating the current strategy of implementing the segments piece by piece with the NYS DOT, it was determined that the most efficient, effective, and timely way to move forward with the project is to complete the remaining unfinished segments all at once. In order to do this, a detailed conceptual engineering study is needed.

In 2022, the Chautauqua County Legislature approved the CCDPD's request for \$85,000 from the County's Capital Budget to update the conceptual designs and cost estimates for the remaining B2CI Trail work. The CCDPD and the Chautauqua County Department of Public Facilities will work with an engineering firm to update the conceptual designs and cost estimates. The goal of this effort is to leverage this study/analysis to seek and secure Federal, State, and/or Foundation funding for the remaining acquisition and construction work that is needed to finish construction of the B2CI Trail in a more prudent manner.

The Concept

It is envisioned that the B2CI Trail will provide a variety of trail experiences: a shared-use trail accommodating all ages and abilities of pedestrians and bicyclists; dedicated bicycle lanes; shared roadways; and hiking trails. Trailheads will provide numerous access points to amenities and points of interest along the trail to accommodate everyone.

The CCDPD has developed an existing feasibility study which divides the proposed trail into five separate segments. Each segment includes a description of hubs, spokes, interpretive points of interest, road crossing, trailheads/trail access opportunities and an opinion of probable cost. Currently, only one segment is fully complete, while the other segments are in various stages.

In 2017, the CCDPD was awarded a grant through the New York State Office of Parks, Recreation, and Historic Preservation. The grant was intended to be used for the acquisition of access easements to build upon Segment 3 of the B2CI Trail. However, after a series of negotiations and discussions with property owners in Segment 3, it was determined that acquiring easements along this segment is no longer feasible. Therefore, the CCDPD has recently developed a draft map with a potential alternative route. The map looks at the B2CI Trail as a whole, rather than dividing it up into segments. Our goal is to work with a consultant who can use this draft map as a starting point to further identify a route with a "path of least resistance", meaning avoiding private easements (where possible) and utilizing publically available roads/pathways to develop the trail.

Once this project is complete, the CCDPD, in coordination with the County's Department of Public Facilities, will use this study to leverage additional funding to see this project through to completion. To view the 2013 Feasibility Study and the map that the CCDPD has recently developed, please click here:

https://drive.google.com/drive/folders/1Njm0w9TOF7nzmjd4FhcXSB1kHYTHxAU9?usp=drive_link

Prospective consultants may also be interested in exploring the recently developed Chautauqua County Interactive Trails Map. The Interactive Chautauqua County Trails Map, lets users find accessible trails in all areas of the county for hiking, mountain biking, cross-country skiing, kayaking and rowing, horseback riding, etc. To access the map, please click here:

<https://www.choosecq.com/agencies/credc/ccpeg/chautauqua-county-trails-map/>

Scope of Work

The County of Chautauqua is seeking proposals for professional services from qualified consultants to assist the County with the preparation of conceptual engineering, design, and cost estimates for the remaining unfinished portions of the B2CI Trail.

Consultant shall provide the following services:

Task 1: Kick-off Meeting & Check-Ins

The County, selected consultant, and steering committee shall hold a kick-off meeting to review the project scope; project requirements; roles and responsibilities; and any other information which would assist in project completion. The consultant will also regularly attend (virtual meetings are acceptable) an agreed upon check-in meeting with the County throughout the planning process.

Deliverables: The consultant shall attend the meetings and prepare the agendas and meeting summary clearly indicating the agreements/understandings reached at the meetings.

Task 2: Gathering/Assimilation of County Supplied Information and Additional Data

The consultant will review the current information on file and work closely with County staff to incorporate specific project and design elements into the final plan. The consultant will make field inspections to verify existing conditions.

- Identify parcel ownership along the proposed trail
- Collect available traffic counts in project area if available and needed to inform project design
- Identify trailheads/trail access opportunities
- Identify existing trails which may be near or overlap with the proposed project area
- Perform physical inventories including ADA and pedestrian accommodations, traffic control signs, and road and trail markings throughout the proposed trail
- Surveys: Consultant shall provide ground survey to locate potential physical conflicts and support design of potential required physical modifications to pathways, roadways, traffic signals, road crossings, and drainage infrastructure
- All designs shall be completed in Auto Cad and shared as a PDF file with a copy of the original survey base map provided to Chautauqua County as a record document, on paper and in electronic format

Deliverables: An inventory of collected data needed to inform project design.

Task 3: Preparation of Conceptual Design Plan with Alternatives and Cost Estimates

The consultant will develop one draft conceptual design plan which shall provide illustrative plans, views, and elevations to adequately describe the character and layout of all components of the proposal, as well as basic information about traffic/pedestrian operations. The draft conceptual design plan will identify a “path of least resistance”, which avoids the need for private easements (where possible), utilizes existing public roads/pathways, etc. The draft design plan should also identify alternatives for areas within the design which may prove to be an obstacle due to design, cost, ownership, etc. The draft conceptual design and plan, with built in alternatives, will be based on feedback from the initial kick-off meeting, consultant’s evaluation of the site, and site visits, and should include the following:

- Potential/existing trail and bike facilities and options to integrate improvements to bicycle infrastructure
- Spurs to points of interests
- Potential/existing parking, restroom, and trail access locations
- Opportunities for interpretative historic signage and wayfinding
- Base maps with municipal and parcel boundaries, active railroad lines, utility right-of-ways, and major roads
- Proposed crossings, bridges, and/or points of interest
- Recommended physical improvements to pedestrian crossings, and traffic signals under each option
- Develop potential lane configurations (striping plans)
- All design work shall comply with the New York State Standard Sheets and Specifications, Manual of Uniform Traffic Control Devices, NACTO Street Design Manual, and other industry standard guidance unless otherwise stipulated by the County during informational meetings
- Provide all details and specifications required for conceptual designs and cost estimates

The consultant will develop cost estimates for the conceptual design plan, including any alternative routes that may be built into the plan. Cost estimates for significant design elements should be included. The total cost for completing the entire remaining unfinished portions of the trail should also be identified. Cost estimates should include the following:

- Costs for trail components including:
 - Compact stone, paved, and other shared-use path material
 - Bike lanes-pavement markings
 - Minor road crossings: trail crossing signs, stop signs, road and trail pavement markings
 - Major road crossings: bike boxes, road and trail pavement markings, pedestrian crosswalks, mast arms with signs and flashing lights
 - Pedestrian bicycle bridges

- Wayfinding signs
- Mile markers
- Interpretive panels
- Trail heads and other amenities: parking lot, picnic shelters, picnic tables, drinking fountains, security lights, bicycle racks, trash receptacles, landscaping, and wayfinding kiosks
- The unit, unit price, quantity, and total cost of each trail component
- Design and engineering estimates
- Contingency estimates
- Environmental permitting estimates

Deliverables: Draft conceptual design plan, with built in alternatives, and cost estimates.

Task 4: Conceptual Design Plan Presentation & Approval by County Staff

The consultant shall meet with the County's staff to obtain staff input on the conceptual design plan and to discuss various proposals/approaches. Time should be accounted for input of staff review components. The consultant should assume one (1) review period. The County's review period should be no more than 10 days.

- Meet with County staff to review the draft conceptual design, with built in alternatives, and cost estimates prior to presentation to the project's steering committee

Deliverables: One (1) meeting with County staff. One (1) meeting with the project's steering committee. Consultant will prepare meeting agenda and summary.

Task 5: First Public Information Meeting

Following the completion of the initial draft conceptual design plan, with built in alternatives, and approval from County staff, the consultant will assist the County in engaging the public regarding the proposed draft designs, through a public information meeting.

Deliverables: Attend the public information meeting, prepare the agenda, presentation materials, and a meeting summary.

Task 6: Development of Final Conceptual Design Plan

The development of the final conceptual design plan, with built in alternatives, will be based on feedback from the public, county staff, and the project's steering committee.

Deliverables: Design scaled Auto CAD Civil 3D drawings, four (4) sets of large and reduced (11" x 17") plan set and digital file (PDF) at an agreed upon/ reasonable engineering scale, and a written summary of all specification including materials.

Task 7: Second Public Information Meeting

Following the development of the final conceptual design plan, with built in alternatives, and approval from County staff, the consultant will assist the County in presenting the final plan to the public through a public information meeting.

Deliverables: Attend the public information meeting, prepare the agenda, presentation materials, and a meeting summary.

Task 8: Assistance with Funding Applications

The consultant will assist County staff in identifying and responding to grant opportunities. The consultant will provide assistance and guidance to help the county successfully secure funding for the implementation of the B2CI Trail. The consultant should also indicate a proposed amount of allocated hours that can be put towards assisting with funding applications.

Deliverables: A sample scope of work, a proposed budget, and other key information that can be used for various grant applications.

This Scope of Work is by no means "locked in." Assuming the consultant understands where we are and where we're trying to go, we welcome other approaches and work components that we may not have included in the Scope of Work that can lead us to fulfilling our objectives.

Project Timeline:

The County envisions that this project should be able to be completed within a 6-10 month timeframe. The County envisions a start date in the spring of 2025.

Questions?

For questions regarding the project's description or scope of work, please contact Rebecca Wurster, Planning Coordinator, at 716-363-3620 or at wursterr@chqgov.com.

GENERAL TERMS AND CONDITIONS

SECTION 1: INSTRUCTIONS

- 1.1. **RFP** - The services that are required herein are not subject to formal competitive bidding under Section 103 of New York State General Municipal Law. Chautauqua County Purchasing Policy rules in this case require selection of a contractor through a Request for Proposal process.
- 1.2. Chautauqua County encourages all qualified applicants, including Minority-Owned Business Enterprises, Women-Owned Business Enterprises, Small Business Enterprises and Disadvantaged Business Enterprises, to partake in the solicitation of these and all other services.
- 1.3. Chautauqua County is exempt from all Federal and State taxes.
- 1.4. Insurance shall be in place prior to execution of the agreement and shall be up to date and maintained for the contract term. It is preferred that you attach samples or original certificates of insurance along with your proposal.
 - Within (5) five days receipt of the notice of award the proposer shall supply up-to-date certificates of insurance. Certificates may be e-mailed to the insurance department representative at the following address email wakamata@chqgov.com.
 - Failure to do so may be cause for the County to declare a proposal non-responsive, with the result that the award may go to the next highest scoring proposal.
- 1.5. A copy of the Chautauqua County Minimum Insurance Requirements is attached, along with a sample copy of the contract or agreement of service with terms and conditions.
- 1.6. The successful proposer must obtain Chautauqua County approval prior to utilizing a subcontractor in order to perform the requirements of this RFP.

SECTION 2: SUBMISSION OF PROPOSALS:

Sealed proposals shall be submitted to Chautauqua County Purchasing Department 454 N Work St. Falconer, NY 14733 by ***January 13, 2025 at 3:30p.m.***

Please include the following information on the front of the sealed envelope:

Attention:	Brandi McIntyre, Purchasing Agent
Proposal No:	RFP-2-24 PLAN
Title of Proposal:	Conceptual Engineering and Design Costs for the Barcelona to Chautauqua Institution Multi-Use Trail

Any proposals, or unsolicited amendments to proposals, received after the due date and time specified on the cover page may not be considered in the review process. No faxed or e-mailed documents will be accepted. Chautauqua County takes no responsibility for any third party error in the delivery of the applications (e.g., U.S. Post Office, Federal Express, UPS, courier, etc.).

Copies of proposals shall be available in a Microsoft Word or PDF document by e-mail after all proposals have been opened and awarded.

- 2.1 No proposal will be considered which is not accompanied by pricing information for services to be rendered, and all proposals shall be signed by an authorized individual.
- 2.2 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (NYS Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 3: MODIFICATIONS OR WITHDRAWAL OF PROPOSAL:

- 3.1 Questions about or requests for clarification of an item for this RFP must be submitted in writing to Brandi McIntyre, Purchasing Agent at mcintyrb@chqgov.com. Questions must be submitted prior than the date on the front of this solicitation. County responses will be submitted to all parties in the form of an Addendum to the original RFP, receipt of which must be acknowledged with each proposal submittal.
- 3.2 **Other than the contact person identified in the proposal, or their designee, prospective proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.**

- 3.3 A proposal that is in the possession of Chautauqua County may be altered by a sealed letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the proposal due date. Fax, email, telephone or verbal alterations will not be accepted. A proposal that is in the possession of Chautauqua County may be withdrawn by the proposer up to the time of the proposal due date. Failure of the successful proposer to furnish the service awarded, as a result of this Request for Proposal, may eliminate the proposer from the active vendors list for a period of time as determined by the Purchasing Manager.

SECTION 4: EVALUATION CRITERIA:

- 4.1 The County reserves the right to seek any clarifications needed to determine the most qualified submittal and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine compliance with the requirements of the solicitation.
- 4.2 **Alternatives/Value-Added Considerations:** The Proposer may include items not specified in this RFP in their proposal in which the vendor feels can be pertinent to or an added benefit to the services requested. All such alternatives must be listed separately from the proposal and the cost thereof must be separated and itemized.
- 4.3 A contract may be awarded to the proposer whose proposal achieves the highest evaluation score by the evaluation committee based on the specified criteria, and not solely on the basis of price.
- 4.4 Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of sixty (60) days from the due date of the proposals.
- 4.5 Evaluation will be performed to determine the proposers understanding of work to be performed, technical approach, potential for completing the work as specified herein, cost reasonableness, the probable cost to the County, and ranking with competing proposers.

SECTION 5: PROPOSAL FORMAT AND SUBMITTALS:

- 5.1 The County requests that the following format be followed when submitting your proposal:
- ✓ **The title page:** RFP Subject, name of proposer, address, telephone, email address, contact person and table of contents.
 - ✓ **Qualifications:** List of qualifications and experience to carry out the requested services. Qualification to do business in NYS, number of years in business and length of experience. Limit this to two (2) pages maximum.
 - ✓ **References:** Include at least two references from supervisors of previous projects. Provide a list of municipal clients whom you have had past projects with that are of similar size and quality.
 - ✓ **Plan Implementation:** This is the scope of services in terms of the proposer's plan to carry out the requested services. Limit of a total of 6 pages maximum.

- ✓ Cost Proposal Section: This shall include *all costs* broken down by task associated with the proposer's plan to carry out the requested services as specified. Any cost proposal forms furnished by the County must be included in this section. Tasks must be separated and itemized.
- ✓ Mandatory Documents: Please use the Response Checklist when submitting your proposal.
- ✓ Page Limit: The combined technical approach, qualifications, experience, and references sections of the proposal is limited to 20 pages.

SECTION 6: PREPARATION OF PROPOSAL

- 6.1 In case of error in the extension of prices in the proposal, unit prices will govern, where applicable.
- 6.2 Proposers are expected to examine special provisions, the scope of work, schedules and instructions included in this Request. Failure to do so will be at the proposer's risk
- 6.3 The County will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

SECTION 7: PROPOSER QUALIFICATIONS:

- 7.1 Each proposer shall submit a statement of the proposer's qualifications, experience, organization, equipment, and facilities available to adequately provide the service and material necessary to fulfill the minimum specifications for this RFP, unless otherwise specified in the scope of work.
- 7.2 The County shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform obligations under the contract, and the proposer shall furnish to the County all such information and data for this purpose as may be requested.

SECTION 8: AWARD AND CONTRACT INFORMATION:

- 8.1 The proposer agrees that should their firm be awarded a contract, proposer will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 8.2 The proposer expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and in so doing shall use the highest standards of professional workmanship.
- 8.3 Chautauqua County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so. Explanations of County decisions shall not be required except as otherwise provided by law.
- 8.4 The successful proposer will be required to enter into and sign an Agreement or an

Agreement of Services (Contract) with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful proposer may become a part of the Contract and will be in effect for the duration of the contract. The Contract language will control over any conflicting language contained within this RFP.

- 8.5 The successful proposer will not commence any work, which could be billed, until a valid Contract has been executed by both the proposer and the County.

SECTION 9: CONTRACT TERM:

- 9.1 **Contract Term:** The County intends to enter into a ten (10) month contract with the awarded Consultant. The contract shall begin on or about March 1st 2025, and shall end on or about December 31st, 2025.

**CHAUTAUQUA COUNTY
RESPONSE CHECKLIST - PROPOSAL NO. RFP-2-24 PLAN**

Please note below a list of documents which must be submitted in full as part of this proposal. Failure to submit any of the documents as part of your proposal or failure to acknowledge any addendum in writing with your proposal may be cause for rejection of the proposal.

Submitting a proposal on any condition, limitation or provision not officially invited in this RFP (Request for Proposal) may also be cause for rejection.

Please check each item indicating your compliance:

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

- RESPONSE CHECKLIST
- NON-COLLUSION CERTIFICATE
- IRANIAN DIVESTMENT CERTIFICATE
- FINANCIAL AFFIDAVIT
- AFFIDAVIT OF A FOREIGN CORPORATION
- CORPORATE ACKNOWLEDGEMENT CERTIFICATE
- EXCLUSION CHECK
- PRICING SUBMISSION SHEET (PROPOSAL FORM) IF INCLUDED OR VENDOR'S OWN SUBMISSION
- REQUIRED FORMS AS LISTED IN RFP
- ADDENDUM(S) ACKNOWLEDGE (IF APPLICABLE)
- Five (5) ORIGINAL PHYSICAL COPIES AND ONE (1) ELECTRONIC COPY OF YOUR SUBMITTED PROPOSAL**
- INSURANCE CERTIFICATES

COMPANY	TELEPHONE NUMBER
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE

PROPOSAL RESPONSE FORM

Proposal No. RFP-2-24 PLAN

Proposal Title: Conceptual Engineering and Design Costs for the Barcelona to Chautauqua Institution Multi-Use Trail

VENDOR NAME: _____

COMPANY: _____

REPRESENTATIVE: _____

EMAIL: _____ **/PH.** _____

Below are two options, please indicate which one is applicable to your response and return to the contact below:

We the above referenced Company will be preparing a proposal to submit for this project. I am returning this document to assure that I receive all further communication regarding the RFP including any addendums issued.

We the above referenced Company will not be preparing a proposal to submit for this project for the following reasons listed below. **Please check where applicable:**

_____ Project or scope not suited to our Company.

_____ Our items and/or materials do not meet your specifications.

_____ Insurance Requirements

_____ Bond Requirements too restrictive (when required)

_____ Scope of services are not clearly understood or applicable _____ too vague _____ too rigid

_____ Insufficient time allowed for preparation of proposal

_____ Other reason not listed above (or) elaborate on the checked marked reason above:

Please send your response to:

Brandi McIntyre, Purchasing Agent

Phone: 716-661-8213

Email: mcintyrb@chqgov.com

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, subject to the terms of Section 103-d of the General Municipal Law, as amended, and under penalty of perjury, that to the best of its knowledge and belief:

- (a) 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;
- (b) 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 the bid opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) 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.
- (d) The person signing this bid certifies that s/he has fully informed him/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury affirms the truth hereof, such penalties being applicable to the bidder as well as to the person signing on the bidder's behalf.

Signature _____

Title _____

STATE OF NEW YORK)
COUNTY OF) SS:

On this _____ day of _____, 20____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that s/he resides at _____, New York: that s/he is the _____ of _____, the corporation described in and which executed the within instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of said corporation.

Notary Public

IRANIAN DIVESTMENT CERTIFICATION
NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-G

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 paragraph (b) of subdivision 3 of section 165-a of the state finance law (see <https://ogs.ny.gov/iran-divestment-act-2012>).

Date: _____

Signature

Title

Company Name

On 1/13/12, Chapter 1 of the Laws of New York for 2012 was signed into law by Governor Andrew M. Cuomo. The law is known as the "Iran Divestment Act of 2012" (the "Act") and can be found at § 165-a of the NY State Finance Law. The Act became effective on April 12, 2012. The Act imposes limitations on "persons" that are determined to be engaged in investment activities in the Iranian energy sector, as defined in the Act. On 7/17/12, Governor Cuomo signed into law Chapter 106 of the laws of 2012, which extended the Iran Divestment Act to State and local public authorities, the State University of New York, and the City University of New York.

EXCLUSION CHECKS CERTIFICATION

Chautauqua County reserves the right to conduct exclusion checks on those who respond to its solicitations and on those with whom it contracts to verify that the contractor and its employees, subcontractors, and agents have not been sanctioned, excluded, debarred, suspended, or the subject of adverse governmental action by law enforcement, regulatory authorities, or licensing entities. This may include a check for exclusion from Federal healthcare programs. By submitting this bid, you are: certifying that you are not prohibited from providing these services and/or goods as a result of being sanctioned, debarred, suspended, or excluded; agreeing that the County has the right to decline to enter into a contract with you in the event the County finds there to be a legal or funding source impediment to contracting with you; agreeing to provide written notice to the County immediately upon the occurrence of any sanction, exclusion, debarment, or suspension relating to your contract with the County; and agreeing that upon the occurrence of any such sanction, exclusion, debarment, or suspension, the County has the right to declare its contract with you to be terminated effective as of the moment of such occurrence or at such later date as is deemed by the County to be in the best interest of the County.

Date: _____

Signature

Title

Company Name

FINANCIAL AFFIDAVIT

STATE / COMMONWEALTH OF _____)
) ss:
COUNTY OF _____)

_____, being duly sworn, deposes and says that I have made a complete and thorough examination of the financial records of the bidder, _____; and that I have determined that said bidder is currently not in arrears in taxes or upon debt or contract to or with the County of Chautauqua, that said bidder has not defaulted as surety or otherwise upon a contract or obligation to the County of Chautauqua, and that said bidder is not disqualified to bid upon municipal or state contracts under any act of New York State Legislature.

Signature of above-named individual

Sworn to before this _____
day of _____, 20__

NOTARY PUBLIC

BID AUTHORIZATION CERTIFICATE

Individual, Corporation, Partnership, or LLC Acknowledgement

STATE / COMMONWEALTH OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____ in the year 20____, before me personally appeared _____ known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he resides in the Town of _____, County of _____, State / Commonwealth of _____, and that

[Mark an X in the appropriate box and complete the accompanying statement.]

(If an individual): this person executed the foregoing instrument in his/her name and on his/her own behalf.

(If a corporation): this person is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, this individual is authorized to execute the foregoing bid documents on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, s/he has executed the foregoing bid document(s) in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): this person is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, this individual is authorized to execute the foregoing bid document(s) on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, s/he has executed the foregoing bid document(s) in the name of and on behalf of said partnership as the act and deed of said partnership.

(If a limited liability company): this person is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that, by authority of the Board of Directors or Members of said company, this individual is authorized to execute the foregoing bid document(s) on behalf of the company for purposes set forth therein; and that, pursuant to that authority, s/he has executed the foregoing bid document(s) in the name of and on behalf of said company as the act and deed of said company.

Date Signature Printed Name

NOTARY PUBLIC

Inclusion of a contract sample is not an offer to contract on these or any other terms. County is not bound to these terms and final contract may contain different terms.

25-26-xx/B2CI25.20

AGREEMENT

Conceptual Engineering and Design Costs for the Barcelona to Chautauqua Institution Multi-Use Trail

This Agreement is made as of January 1, 2025 by and between the following parties:

COUNTY: COUNTY OF CHAUTAUQUA, NEW YORK
A Municipal Corporation
Gerace Office Building
Mayville, New York 14757-1007
hereinafter called "County,"

-and-

CONTRACTOR: CONTRACTOR
A New York/Foreign Corporation/LLC
address
address
hereinafter called "Contractor."

WITNESSETH:

WHEREAS, County is in need of professional planning and engineering design services for the Barcelona to Chautauqua Institution (B2CI) Multi-use Trail, and

WHEREAS, the project was identified in the Chautauqua County Greenway Plan, developed by the Chautauqua County Department of Planning & Development (CCDPD), as an ideal project to create momentum for future expansion of a regional trail system, and

WHEREAS, County is authorized to enter into this Agreement pursuant to County Charter §3.02,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. Contract Documents. The contract documents consist of the following, including all current and future appendices, attachments, addendum and amendments: this Agreement; County

Inclusion of a contract sample is not an offer to contract on these or any other terms. County is not bound to these terms and final contract may contain different terms.

RFP no _____; Contractor's Proposal dated _____, and all applicable federal, state and local laws, rules, regulations, resolutions, ordinances, policies, procedures, manuals, circulars, licenses, permits, certifications and guidance and implementation memos, as amended. The Contract Documents are as fully a part of the Agreement as if attached hereto or repeated herein.

All services, including those provided by subcontractors, shall be provided in furtherance of and in conformance with Contract Documents. It is Contractor's responsibility to make itself and any subcontractors aware of applicable Contract Document requirements.

In the event of a conflict between the terms of this Agreement and the terms of another Contract Document, the terms of this Agreement shall apply, provided, however, that where the other Contract Document provides greater detail about or elaboration of an obligation set forth in this Agreement, the provisions of the other Contract Document shall be considered as additional requirements to the duty or obligation found in this Agreement, enforceable at the option of County.

2. Services. Contractor shall provide services as set forth in the Contract Documents. Contractor's services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. By executing this Agreement Contractor certifies that it and its subcontractors have and will maintain all necessary personnel, licenses, certifications, facilities, expertise and resources to perform the services included in this Agreement. Contractor's agents and employees shall possess the experience, knowledge and character necessary to qualify them individually

Inclusion of a contract sample is not an offer to contract on these or any other terms. County is not bound to these terms and final contract may contain different terms. Contractor shall indemnify County as a result of any claims regarding Contractor's performance or lack of performance under this Agreement.

When preparing contract documents for the contract between County and the entity which will construct the trail, Contractor shall provide its proposed contract language to County in word format, so that such language can be incorporated into County's standard contract template.

3. Payment. County shall pay Contractor the maximum sum of xxxx and No/100 Dollars (\$xx.00) for services performed pursuant to this Agreement. Payment shall be made monthly upon submission by Contractor to County of properly executed, itemized, and certified County claim vouchers or invoices, specifying services performed, in form and content approved by the Director of Planning and Development or a duly authorized subordinate. Invoices or vouchers shall include all fiscal records and documents as are reasonably requested.

Contractor shall pay its subcontractors for satisfactory performance of their contracts no later than seven (7) calendar days from its receipt of payment from County for such services. Contractor shall make prompt and full payment to subcontractors of any retainage kept by it, within seven (7) calendar days after a subcontractor's work is satisfactorily completed.

4. Term. This Agreement shall commence as of January 1, 2025, and shall terminate December 31, 2025. County can terminate or cancel this Agreement in whole or in part, upon ten (10) days written notice to Contractor with accounts between the parties to be adjusted and prorated as of such termination date. County can immediately by written notice terminate this Agreement in the event Contractor violates any of the provisions

Inclusion of a contract sample is not an offer to contract on these or any other terms. County is not bound to these terms and final contract may contain different terms. of this Agreement, including incorporated Appendices.

5. Digital Signatures and Document Storage. Each party may affix a digital signature to this Agreement by electronic means. By affixing a digital signature the parties are affirming they have authority to enter into this Agreement, and that this Agreement executed by digital signature or other electronic means shall be legally binding and effective. Each party also agrees that this Agreement, and any document including or relating to this Agreement, may be imaged and stored electronically and may be introduced as evidence as original business records and neither party shall contest their admissibility.

6. Execution in Counterparts. This Agreement, and any amendment or modification, may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The exchange of copies of signature pages by scanned portable document format (".pdf") email attachment, or through any digital signature program, shall constitute effective execution of this Agreement, and .pdf copies of this Agreement shall have the same force and effect as an original.

7. Additional Terms and Conditions. Contractor shall comply with all provisions contained in Appendices _____ attached hereto and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COUNTY OF CHAUTAUQUA

BY _____ DATE _____
Paul M. Wendel, Jr., County Executive

CONTRACTOR

BY _____ DATE _____

Inclusion of a contract sample is not an offer to contract on these or any other terms. County is not bound to these terms and final contract may contain different terms.
Name/Title

SAMPLE

Amendment. No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.

Assignment. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its right, title, or interest therein, or the power to execute this Agreement, without the prior written consent of the County. (GML Section 109)

Audit. County, itself or through a third party, reserves the right to audit Contractor upon reasonable notice to ensure compliance with this Agreement. Contractor shall fully comply with any such audit.

Binding Agreement. This Agreement shall be binding on the parties, their successors, heirs, and assigns.

Confidentiality. Information relating to individuals who may receive services pursuant to this Agreement shall be confidential, and maintained and used only for the purposes intended under this Agreement, in accordance with all applicable State and Federal laws, rules and regulations and industry standards. If Contractor is a Business Associate of the County as defined by HIPAA, Contractor shall comply with the terms of County's standard Business Associate Agreement, as the same may be amended from time to time, unless otherwise agreed upon in writing by the parties. This requirement shall survive termination of this Agreement.

Conflict. In the event of a conflict between the terms of this Agreement and the terms of any other Contract Document, the terms of this Agreement shall be controlling notwithstanding anything in Contractor's documents to the contrary.

Debarment/Suspension – see County solicitation documents.

Digital Signatures and Document Storage. Each party may affix a digital signature to this Agreement by electronic means. By affixing a digital signature the parties are affirming they have authority to enter into this Agreement, and that this Agreement executed by digital signature or other electronic means shall be legally binding and effective. Each party also agrees that this Agreement, and any document including or relating to this Agreement,

may be imaged and stored electronically and may be introduced as evidence as original business records and neither party shall contest their admissibility.

Entire Agreement. This Agreement contains the sole and entire Agreement between the parties relating to the goods and services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect.

Execution in Counterparts. This Agreement, and any amendment or modification, may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The exchange of copies of signature pages by scanned portable document format (".pdf") email attachment, or through any digital signature program, shall constitute effective execution of this Agreement, and .pdf copies of this Agreement shall have the same force and effect as an original.

Force Majeure. Either party may terminate or suspend its performance under this Agreement, in whole or in part, immediately upon the occurrence of a "force majeure." A "force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the County which render performance of its obligations impossible.

Guarantee. Contractor shall fully guarantee the quality and workmanship of the services and/or goods provided, and shall represent and warrant that such goods or services meet or exceed all applicable industry standards.

Governing Law. Notwithstanding any statement in this or any other document to the contrary, this Agreement shall be governed by the laws of the State of New York, without regard to its principles on conflicts of law, and Contractor consents to New York State Court jurisdiction in Chautauqua County, New York as the exclusive jurisdiction for this contract, and any disputes hereunder shall be heard by a court of competent jurisdiction in Chautauqua County, New York, unless this paragraph is physically crossed out and initialed by both parties, or unless the Federal supremacy clause requires otherwise.

Independent Contractor. Contractor is an independent contractor and not an employee, servant, or agent of the County. Contractor shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement.

Indemnification. Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the goods provided or services to be rendered by Contractor or its subcontractors pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold County and its officers and employees harmless from any liability, claim, demand, loss, judgment, expense, and cost of every type, amount, and nature, direct and indirect and without limitation, including the costs of defense, arising from Contractor's performance or failure to perform the terms of this Agreement. In the event that this Agreement is funded by Federal or State funds, and County is required to indemnify the funding source(s) of this Agreement, Contractor shall be required to indemnify the funding source to the full extent that County is contractually obligated to do so, to the extent such obligation arises from Contractor's action or failure to act in accordance with this Agreement.

All money expended by County as a result of such claims, actions, damages, losses, expenses, and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Contractor to County.

Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement, including attachments and referenced items, deemed to be in conflict, unless specifically stated otherwise.

Insurance. Unless waived by the County Attorney or his/her designee in writing, Contractor shall secure and maintain the insurance specified at <https://chqgov.com/finance/insurance-requirements> incorporated by reference as though fully set forth herein, with County named as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. The insurance afforded the additional insureds shall be at

least as broad as that afforded to the first named insured. County as additional insured will be entitled to the limits stated in the contract or the full limits of the policy, whichever is greater. Contractor shall file a certificate of insurance with the County prior to performing pursuant to this Agreement or receiving any payment. Contractor shall provide new insurance certificates when the existing certificates expire, without demand.

Contractor shall immediately forward to County (fax (716) 753-4888) any notice of actual or pending termination, suspension, or non-renewal of insurance. In the event Contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract, and may declare this Agreement to be automatically and immediately terminated effective as of the moment of expiration, termination, or suspension. In addition, County reserves the right to withhold payment to Contractor until such new certificates have been provided and approved. County shall have unlimited access to Contractor's insurance company and policies.

Licenses and Permits. Contractor shall secure and maintain throughout the term of this Agreement all necessary licenses, permits, and other certifications and qualifications required for its performance of this Agreement. Contractor shall immediately notify the County of any notice of, or actual, revocation or restriction of a license, permit, or other certification necessary for its performance of this Agreement. In the event of a revocation which prohibits Contractor from being able to perform this Agreement, this Agreement shall automatically terminate effective as of the moment of such revocation.

Non-Discrimination. In the performance of this Agreement, Contractor will not discriminate or permit discrimination against any individual or group on the grounds of age, color, creed, disability, domestic violence victim status, handicap, marital status, military status, national origin, political affiliation, predisposing genetic characteristics, race, religion, sex (including gender identity or expression), sexual orientation, or veteran status. Contractor shall comply with County's Title VI (non-discrimination) policy, which can be obtained by contacting the County Compliance Officer at (716) 753-4714, and with the County's DBE policy.

Notice of Investigation. Contractor shall notify County in writing within five (5) calendar days of obtaining knowledge of the commencement of any investigation or audit or adverse action against Contractor by any governmental agency, to the extent such audit, investigation, or action relates in any way to contract goods or services.

Payment. Contractor shall invoice County within ninety (90) days of the date of service. Payment will be made upon timely receipt of a properly executed invoice in form and content approved by the Department Head, or a duly authorized subordinate of the department requesting services, accompanied by such documentation as is reasonably requested. By submitting a claim to County for payment, Contractor certifies that: claims are just, true and correct; goods are of the quantity and quality stated and/or that the services were actually performed; that prices are reasonable and in accordance with the Agreement; that no portion of the claim has been paid; that there exist no offsets or counterclaims on this or any other Agreement with the County; and that no tax is included. Contractor acknowledges that County issues vendor payments electronically, and shall complete payment forms as required by the County for that purpose. Electronic Payment Methods forms can be found at: <http://www.co.chautauqua.ny.us/218/Form s-Applications>.

Performance Time. Notwithstanding the stated Agreement date or term, County shall not be obligated to pay for goods or services which are furnished: prior to the date this Agreement is executed by both parties; or during any time when the required insurance is not in place.

Records. Contractor shall keep and maintain records and other documents as required by the Agreement. Contractor shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that County may request concerning work performed or to be performed under this Agreement. All books and records of Contractor shall be available upon request for inspection and/or audit and/or copying by the County during the time hereof and for a period of six (6) years hereafter. Contractor shall also comply with audit requirements of third parties, as identified in Contract Documents.

Set-Off Rights. County shall have all of its common law, equitable, and statutory

rights of set-off. These rights shall include, but not be limited to, the option to withhold for the purposes of set-off any money due to Contractor under this or any other Agreement, up to any amounts due and owing to County with regard to any contract with any Chautauqua County department, office or agency.

Severability. Should any part, term, or provision of this Agreement be determined, by a court of competent jurisdiction, to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be impaired or affected.

Statutory Compliance. Contractor shall perform in accordance with all applicable federal, state, and local laws, rules and regulations, including without limitation any applicable provisions of the Labor Law of the State of New York. All statutory and regulatory provisions applicable to this Agreement are hereby incorporated by reference. Contractor shall provide, at its own expense, all permits, licenses, and certifications required for the performance of its services and provision of goods pursuant to this Agreement and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper activities. Contractor's performance shall meet or exceed industry standards.

Subcontracts. Contractor shall: (a) require any subcontractor, agent, volunteer, or other third party (Third Party) performing Agreement services to comply with all applicable Federal, State and Local laws, rules and regulations; (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by Third Party with this Agreement; (c) require any third party to indemnify County against any and all claims arising out of such Third Party's performance of, or failure to perform, the Agreement, with Contractor assuming such indemnification itself to the extent a Third Party fails to do so; and (d) remain fully obligated under this Agreement notwithstanding its delegation of a Third Party to undertake all or any portion of the performance of this Agreement. Contractor shall inform Third Parties, and require Third Parties to abide by, all relevant provisions of this Agreement.

Survival. The terms and conditions of this Agreement shall survive the expiration of this Agreement to the full extent necessary for their enforcement and for the

protection of the party in whose favor they operate.

Termination Obligations. Upon receipt of notice of termination of this Agreement, Contractor shall cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, unless otherwise directed by County, and shall not incur any new obligations after receipt of the termination notice without written approval of County.

Waivers. Any waiver of a breach of this Agreement shall not be deemed to be a waiver of any preceding or future breach of the same or any other covenant, term, or condition.

Wages and Hours. When applicable, Contractor shall comply with §§220-e and 239 of New York State Labor Law. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by County of any County-approved sums due and owing for work performed upon the project.

Workers Compensation Coverage. If this Agreement is of such a character that the employees engaged thereon are required to be insured under the workers' compensation law, then, in accordance with General Municipal Law §108, this Agreement is void and of no effect unless the person or corporation making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance with the provisions of the workers' compensation law.

CHAUTAUQUA COUNTY MINIMUM INSURANCE REQUIREMENTS

INSURANCE SHALL BE PROCURED AND CERTIFICATES DELIVERED BEFORE COMMENCEMENT OF WORK OR DELIVERY OF MERCHANDISE OR EQUIPMENT.

This document shall be attached to and become part of the contract/agreement/service order. The contractor shall immediately forward to County, via facsimile to the County Department of Insurance (716) 753-4888 any notice of actual or pending termination, suspension or non-renewal of any of its policies. In the event the contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract and the contract/agreement/service order shall automatically and immediately terminate effective as of the moment of expiration, termination or suspension. The contractor agrees that County shall have unlimited access to its insurance company and policies.

Certificate Requirements The certificate must:

- A. be addressed to **CHAUTAUQUA COUNTY**, Department of Insurance, 3 N. Erie Street, Mayville, NY 14757-1007;
- B. specify all coverage required below and elsewhere in the contract. **Bid specifications or particular contracts, leases or agreements may require alternate coverages and limits, which must be evidenced on the Certificate in lieu of the coverages and limits specified below;**
- C. be issued by an insurer which has at as a minimum, BEST'S RATING of A- and be size category VII or higher;
- D. state "**CHAUTAUQUA COUNTY** shall be an additional insured, as well as a certificate holder, on a direct, primary and non-contributory basis including products and completed operations"
Note: Professional Liability, Worker's Compensation, and Disability Benefits Liability Insurance policies are not required to have the County as an additional insured, however County shall be named as certificate holder;
- E. include a waiver of subrogation for "**Construction and Maintenance**" and "**Property Leased to Others or Use of Facilities or Grounds**" coverage;
- F. state "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions"; and
- G. be delivered to the Chautauqua County, Department of Insurance, 3 North Erie Street, Mayville, New York 14757, Fax No. (716) 753-4888

MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:

Policy	Construction and Maintenance	Professional Services	Property Leased to Others or Use of Facilities or Grounds	Concessionaires Services	Livery Services	All Purposes Public Entity Contracts
Commercial General Liability *	\$1,000,000 per occurrence, \$2,000,000 aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
- Premises & Operations	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Completed OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contractors	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form PD	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE
- X, C, U	INCLUDE		INCLUDE			
- Personal Injury			INCLUDE	INCLUDE		
- Liquor Law			INCLUDE			
- Host Liquor						INCLUDE
Auto Liability	\$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 Liability*	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$ 5,000,000	\$1,000,000
NYS Disability Benefit **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Worker's Compensation **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Excess Liability	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Owners Contractors Protective	\$1,000,000					
Professional Liability		\$1,000,000				

*The comprehensive/commercial general liability limits can be met by one or more policies or in combination with an excess and/or umbrella liability policy. The COI must indicate if the coverage trigger is an 'occurrence' form or a 'claims-made' form.

** NYS Work Comp Board requires special certificates of insurance for these coverages. WC needs to be on C-105.2 (9-07) or U-26.3. Any business with a location in NYS must show DB on a DB-120.1(5-06) showing beginning and ending dates or DB-155. Self Employed vendors must use CE-200 to waive WC and DB. Form can be completed on NYS WCB website electronically.

Construction and Maintenance contractors shall carry insurance for a minimum of two years after completion of the work. The expiration date for any claims-made policy must be at least ninety (90) days after the expiration of the contract for services or final delivery of any products. All claims made policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

NOTE: Childcare providers minimum liability coverage is \$1,000,000 and must include sexual abuse coverage, with cancellation notice as provided for in the insurance policy. The naming of Chautauqua County as an additional insured on Day Care insurance is required.