

**TOWN OF NEWFANE
REQUEST FOR PROPOSALS
OLCOTT HARBOR BREAKWATER
FEASIBILITY STUDY & CONSTRUCTION PLAN**

I. Project Summary

The Olcott Harbor Breakwater Feasibility Study and Construction Plan involves evaluating the feasibility of and designing plans to construct a rubble-mound (or other) outer harbor breakwater detached from the existing federal piers located at the mouth of Eighteen Mile Creek along the shores of Lake Ontario in the Town of Newfane, New York. The project will include review of previous Army Corps of Engineers studies/reports on Olcott Harbor; review of the design of the Oak Orchard Creek breakwater in neighboring Orleans County; evaluation of the feasibility of the preferred design alternative; preparation of engineering and construction plans for the breakwater; identification of sources of labor and equipment for the project; preparation of cost estimates; development of a long term maintenance plan and identification of responsible parties; evaluating and quantifying the direct and indirect environmental and economic benefits of the project; identification of permitting and regulatory requirements; and, preparation of all necessary State and federal environmental reviews.

II. Project Area Definition

The Olcott Harbor project area extends along both sides of Eighteen Mile Creek north of Lake Road (Route 18) in the Hamlet of Olcott into Lake Ontario. The harbor area includes the Town of Newfane marina, the Olcott Yacht Club, Hedley Boat Company, McDonough Marine, and several privately owned homes. The entrance to the harbor consists of two parallel sheet pile piers approximately 850 feet in length, separated by a 200 foot wide channel. The piers provide passage for boaters between Olcott Harbor and Lake Ontario. The piers are owned and maintained by the U.S. Army Corps of Engineers, which also maintains the harbor navigation channel to a depth of 12 feet. The proposed location of the breakwater is approximately 200 feet off the end of the existing piers.

III. Project Description

Olcott Harbor is located in the Hamlet of Olcott, Town of Newfane, Niagara County, New York. The harbor lies at the mouth of Eighteen Mile Creek and is the only deep-water port along the southern shore of Lake Ontario between the Niagara River and the City of Rochester. Olcott is a tourist destination for Western New York residents and visitors, especially fishermen, boaters and vacationers. In addition, the port is a safe harbor for large vessels and serves homeland security agencies. The US Coast Guard, NYS Police Marine Detail, Niagara County Sheriff's Office Marine Division conduct patrols within the harbor and the adjacent Lake Ontario waterways.

Olcott Harbor experienced substantial flooding, erosion and shoreline damage during the spring and summer of 2017 when Lake Ontario water levels reached historic highs. The high water levels, combined with heightened wind and wave action, caused severe erosion and structural damage to nearly every property in the harbor. These conditions also impaired the use of the harbor by public safety and homeland securities agencies, as well as by boaters and sports

fishermen. While the existing piers provide protection for the harbor from easterly and westerly winds, northerly winds drive damaging waves directly into the harbor.

During the past 40 years, the Town of Newfane and the US Army Corps of Engineers (US ACOE) have worked together to study the problem in Olcott Harbor and devise solutions. The objective is to attenuate wave conditions in the harbor to protect the existing infrastructure and allow additional harbor development. The Corps of Engineers has evaluated several viable mitigation plans; however, the Olcott Harbor's designation as a predominantly recreational harbor means the proposed project has received low priority for US ACOE funding for further design consideration or construction. The Town of Newfane now plans to assume responsibility for the design and construction of the breakwater, with the US ACOE acting in a supporting role and permitting authority.

The previous studies completed by the Corps of Engineers will be available to the selected engineer for review. The preferred design alternative, based on the earlier studies, involves the construction of an approximately 600 foot detached rubble-mound outer harbor break wall to be constructed in Lake Ontario about 200 feet off the ends of the existing piers at the entrance to Olcott Harbor. This design is based on a similar design implemented at Oak Orchard Creek in Orleans County, New York. This design has been reviewed previously by the Corps of Engineers. The proposed breakwater is designed to improve the safety of the harbor and to protect the existing infrastructure from storm surge and heightened wave action, as occurred in 2017.

IV. Project Objectives

The Olcott Harbor Breakwater Feasibility Study and Construction Plan will address the following key objectives:

- To review the existing Army Corps of Engineers reports prepared for Olcott Harbor;
- To review the design of the Oak Orchard outer harbor break wall, which is similar to the preferred design alternative;
- To evaluate the feasibility of the preferred design alternative, including thorough hydrologic modeling, and recommend potential design variations based on the evaluation;
- To develop engineering and construction plans for the breakwater;
- To identify sources of labor and materials for the project;
- To develop cost estimates for the construction of the breakwater;
- To develop a long-term maintenance plan and identify responsibilities for key parties and strategies to generate revenue to finance the maintenance plan;
- To quantify the direct and indirect environmental and economic benefits of the project;
- To identify all necessary permitting and regulatory requirements; and
- To conduct an environmental review of the proposed design option.

The Town of Newfane will work closely with Niagara County on the implementation of this project, with guidance from a Steering Committee of key stakeholders including Olcott Harbor property owners and involved State and federal agencies. The involved State and federal agencies with jurisdiction include:

Agency	Jurisdiction
US Army Corps of Engineers	Existing piers and navigable waterway into and within the harbor
NYS Office of General Services	Land beneath Lake Ontario
NYS Department of Environmental Conservation	State environmental regulations
NYS Department of State	Coastal Management Program, including Local Waterfront Revitalization Program

V. Project Scope

The basic scope of services will include:

1. Review of the previous Army Corps of Engineers studies of the Olcott Harbor, including proposed design options for a breakwater.
2. Review of the Oak Orchard outer harbor break wall, with particular attention to maintenance issues related to sedimentation. The design of the Oak Orchard break wall should be evaluated to assess conditions that may have an impact on the construction and maintenance of the proposed design alternative.
3. Conduct marine engineering evaluations related to the design and maintenance of the proposed breakwater, including but not limited to the following:
 - Harbor, creek and lake hydraulic, hydrologic and limnologic conditions specifically including wave surge protections, ice and wind effects, sedimentation and dredging, basin flushing characteristics, water elevation changes, water quality and water depth. Computer modeling of the current and post-construction conditions is required.
 - Entrance channel and its impact on breakwater design
 - Geotechnical considerations related to design of the breakwater
 - Materials of construction
 - Cost effective environmental management of regulated fills and sediments during construction
 - Environmental protection and breakwater best practices as well as sustainability of design, construction and long-term maintenance
 - Long-term maintenance requirements
 - Fish habitat and opportunities to enhance fisheries
4. Preparation of engineering design and construction plans to at least 90% completion for the design alternative. It is expected that the design plans and related cost estimates will be suitable to support grant and other funding applications to be prepared by the Town of Newfane. The cost estimates will reflect the recommended construction materials and labor.

5. Preparation of cost estimates specific to the construction of the breakwater. The cost estimates will include all actions required for the project, including probable construction costs, engineering and inspection services and legal and administrative costs.
6. Evaluation of long term maintenance issues and preparation of a sustainable maintenance plan. The plan will include the required maintenance actions, how these actions will be implemented, estimates for maintenance costs and recommendations for strategies to generate sufficient revenue to undertake the required actions. The Town of Newfane expects to enter into a formal agreement with the US ACOE to stipulate the required maintenance actions and how this will be achieved.
7. Evaluation of the environmental and economic benefits of the construction of the breakwater, including protection of the harbor and harbor infrastructure and potential future development of the harbor area.
8. Identification of the permits required and environmental and other regulatory requirements to be completed for construction on the breakwater.
9. Completion of an environmental review for construction of the recommended design alternative for the breakwater, including federal (NEPA) and State (SEQRA) reviews.
10. The performance of these services shall include meetings as shown below which shall be reflected in the technical and fee estimate proposal:
 - Conduct an initial meeting with the Steering Committee and other key stakeholders and representatives of the involved agencies.
 - Attendance and project update presentations at monthly Steering Committee meetings for the duration of the project
 - Make presentations to the public (assume up to three meetings)
11. The anticipated deliverables include:
 - Breakwater evaluation and analysis including final recommended design alternative
 - Engineering Design and Construction Plans to 90% completion, with cost estimates for the recommended construction materials and methods. The plans must be stamped by a NYS licensed Professional Engineer.
 - Long-Term Maintenance Plan and Financing Strategy
 - Environmental Review(s)
 - A PowerPoint presentation of the findings and conclusions of the project for use in presentations upon completion of the project.

VI. Proposal Requirements

1. To be considered responsive to this RFP, firms shall submit one (1) unbound proposal suitable for reproduction marked "original", nine (9) copies of the proposal in bound format marked "copy," and one (1) CD or flash drive containing the proposal in PDF format. The hard copies must be the same as the document on the CD or flash drive. Proposals must be organized in an 8-1/2" X 11" format. Each proposal shall contain the following tabbed sections in this order:

- a) Transmittal Letter
- b) Introduction and Summary
- c) Qualifications & Experience
- d) References
- e) Project Team Organization Chart
- f) Project Approach
- g) Project Schedule
- h) Fee Proposal
- i) Participation of MWBE & Section 3 Firms
- j) Exceptions / Assumptions (if necessary)

Proposals must be delivered to the Town of Newfane, to the attention of Tim Horanburg, Supervisor, 2737 Main Street, Newfane, NY 14108 by 4:00 PM on October 26, 2018 in order to be considered. Clearly label the outside of the envelope "Proposal for the Olcott Harbor Breakwater Feasibility Study & Construction Plan." Failure to do so could result in the premature opening of the proposal, which may compromise its confidentiality.

2. The proposal shall minimally contain the following:

- a) Transmittal letter typed on the consultant's 8.5" x 11.0" stationary, which shall include the following:
 - Identification of the consultant submitting the proposal;
 - Name, title, phone number, fax number and email address of the person or persons authorized to contractually obligate the consultant with this proposal and in future negotiations;
 - Names, titles, phone numbers and email addresses of persons to be contacted for clarifications regarding the proposal;
 - Acceptance of the general requirements and contract terms as described in this RFP;
 - Assurance the consultant has full capability to carry out the project including necessary licensure;
 - Acknowledgment of receipt of all amendments to this Request for Proposals; and
 - Signature by a person who is authorized to obligate the consultant in a contract offer.
- b) Qualifications and experience of the proposed team, including sub-consultants, related to the specific requirements of the project, as follows:

The proposed project team's previous experience in projects having a similar scope of services; experience and expertise in marine design and construction, particularly in the following areas:

- Design and construction of breakwaters, such as the detached rubble mound outer harbor break wall proposed as the preferred alternative;
- Handling, disposal or reuse of regulated fills and wastes materials;

- Analysis of subsurface conditions, including currents at the harbor entrance and sedimentation patterns that may impact breakwater design and maintenance costs;
- Wave surge and wind conditions and impacts on breakwater design and maintenance;
- Winter icing conditions;
- Hydrological modeling including use of computer models to evaluate impacts of design alternatives
- Breakwater siting, permitting design and construction on northern rivers in New York State and the Great Lakes;
- Permitting, design and implementation of breakwater projects under the permitting jurisdiction of the US Army Corps of Engineers, NYS Department of State Coastal Management, and NYS Department of Environmental Conservation;
- Market evaluations for existing harbor facilities and future potential development
- Evaluation of environmental and economic impacts of marine projects.

c) References

Provide a list of all comparable projects, whether ongoing or completed within the past 3 to 5 years, including references. Please begin with projects in New York State, followed by projects on the Great Lakes. For each project, please provide:

- Project name and location
- Year completed
- Short description of the project
- Names of the proposed project team members who participated in the project
- Names, addresses and phone numbers of the owner and daily contact person
- Names, addresses and phone numbers of the general contractor
- Design and construction costs and whether or not it was within the project budget
- Construction time and whether or not it was completed on time

d) Project Team Organization Chart

A proposed project organization chart indicating the relationships of project team members including sub-contractors and sub-consultants and the names of proposed task leaders as part of the technical proposals. Provide resumes of individuals that will work directly on the project including subcontractor task leaders. Provide the qualifications of all proposed subcontractors and consultants.

e) Project Approach

Proposals must identify how the consultant team will meet the Project Objectives identified in Part IV and carry out the Project Scope in Part V of this RFP. Provide a brief description of the approach proposed for each project objective/phase and the issues that influence the proposed approach including, but not limited to: the physical

setting of Olcott Harbor, known assets and attractions in the Hamlet of Olcott, trends in the local boating and sportfishing industries, project costs and potential future development in the harbor area.

Clearly identify those aspects of the proposed approach that will require coordination with local, State and federal agencies. If proposing an approach to a project phase that would involve substantial deviations from the services proposed in the RFP, discuss the deviation, rationale, and impact of the deviations on the proposed project budget, schedule and fee.

f) Project Schedule

Provide a project schedule that illustrates the major tasks, milestones and deliverables required. NOTE: The Olcott Harbor Breakwater Project Feasibility Study and Construction Design Plan must be completed on or before January 24, 2020. It is anticipated the project will take approximately one (1) year to complete.

g) Fee Proposal

Include a separate fee section in the proposal. The fee is to be based on a cost plus fixed fee contract structure. The fee proposal must include a summary table indicating the total fee for each of the tasks outlined in Section V. 11. Each task should identify the fees associated with the prime consultant, all sub-consultants, as well as reimbursable expenses. An explanation for the reimbursable expenses must be included.

3. Participation of Minority and Women Owned Business Enterprises (MWBE) and Section 3 Firms

This study is funded with assistance from the Community Development Block Grant Program, as administered by the NYS Office of Community Renewal. Minority and Women Owned Business Enterprises are encouraged to participate as consultants and/or sub-consultants.

The project is also subject to the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (Section 3), which requires that economic opportunities generated by CDBG funded activities be directed to low and very low-income persons and to business concerns which provide economic opportunities to low- and very low-income persons. The Section 3 goal for this project is a minimum of three percent (3%) of the total contract award shall be awarded to Section 3 businesses. Respondents who are unable to meet this goal will need to demonstrate why it is not feasible to meet the goal. Additional information regarding Section 3 and the Section 3 business registry may be found on the HUD website at www.hud.gov/Section3.

VII. General Information/Technical Guidance

1. Informational Meeting

An informational meeting to discuss the requirements of this project will be held on Tuesday, October 2, 2018 at 10:00 AM at the Newfane Town Hall, 2737 Main Street, Newfane, NY. The purpose of this meeting is to provide an overview of the project and answer questions about the RFP. Following the meeting, attendees will have the opportunity to tour the harbor area.

2. Questions

Please direct all questions related to the preparation and submission of this proposal to Kathleen Dear, Labella Associates, DPC, at kdear@labellapc.com. All questions must be received in writing via email by October 19, 2018. Questions will be answered in the order they are received. Transcripts of all questions and answers to date shall be made available at any time upon request until the October 26, 2018 proposal deadline.

3. Available Reports

US Army Corps of Engineers reports and other documents are available for download at www.niagaracountybusiness.com/plans.asp. Copies of the reports can be provided at cost, although we cannot guarantee when copies will be ready for pick up. Consultants should utilize the existing information on site conditions and the preferred design alternative in an effort to develop an efficient and cost effective technical approach.

4. Consultant Information

The successful consultant must be a reputable, established and financially stable provider of the goods and/or service requested. The Town of Newfane requires assurance that the consultant has a high probability of remaining in business during the term of the contract resulting from this request.

5. Warranties and Representations

Consultant will warrant and represent that it possesses such expertise, experience, facilities, and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Consultant will supply at all times an adequate number of well-qualified personnel to perform the work. Consultant will provide a contact person available and authorized to remedy any non-conformity with this warranty.

6. Confidentiality and Publicity

The consultant will retain all confidential information provided by the Town of Newfane in the strictest confidence and will neither use it nor disclose it to anyone other than

employees requiring the information to perform services under this agreement without the prior written consent of the Town of Newfane. The Town of Newfane retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The consultant will not issue any public announcements concerning the project without the prior written consent of the Town of Newfane.

7. Conflict of Interest

The successful consultant will be required to warrant by the time of contract authorization that such contract signing has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New York. And, that said laws have not, and will not be violated as they relate to the procurement or performance of this contract by any conduct, including the paying or giving of any fee, commission, gift, gratuity or consideration of any kind, directly or indirectly, to any City, County or State employee, officer or official.

8. Addenda

The Town of Newfane may change any portion of the RFP described and detailed herein. These changes will be communicated to the consultants in the form of Addenda which will be emailed to all consultants receiving the RFP. Addenda will be made available by the Town of Newfane and posted online for inspection at www.niagaracountybusiness.com/plans.asp. No Addenda will be issued later than 48 hours prior to the date and time for the receipt of proposals, except an Addenda withdrawing the proposal or Addenda for postponement of the proposal due date/time.

Consultants shall ascertain prior to submitting their proposal they have received all Addenda issued and they acknowledge receipt of Addenda. All addenda issued shall become part of the agreement.

9. Submission of Proposals

A proposal, including all prices, may not be withdrawn, modified or canceled by the consultant for a period of sixty (60) days following the proposal deadline and the consultant so agrees upon submittal of the proposal. Once selected, the consultant agrees to extend submitted prices, if needed, during the contract negotiation period.

10. Opening of Proposals

Under the Request for Proposals process, proposals will be received and opened by the Town of Newfane. Proposals will not be opened publicly. Each proposal will be checked to determine if it is complete and meets the requirements of this RFP. At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until after award. When such award is completed, proposals will be available for public inspection.

11. Right to Submitted Materials

All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, display, schedules, exhibits and other documentation submitted by the consultants, will become the property of the Town of Newfane when received.

12. Release of Information Regarding Interested Parties

The Town of Newfane does not offer or supply anyone the list of people that have obtained a copy of this RFP or cost estimates for the project prior to the opening of the RFP. No exceptions are made to this policy.

13. Governing Law

The parties hereto agree that the laws of New York State shall apply in construing any and all provisions of this RFP and resulting agreement.

14. Completeness or Accuracy of Specifications

The Town of Newfane shall not be held responsible for the completeness or accuracy of any specification documents received by a consultant that were not directly issued to that consultant by the Town of Newfane. Any consultant submitting a response based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the Town of Newfane.

15. Evaluation Process

Submission of a proposal implies the consultant's acceptance of the Selection Process section of this RFP and consultant recognition that subjective judgments must be made by the Town of Newfane.

All proposals will be examined. Proposals that do not conform to the instructions contained in this document or do not address all questions and/or requirements as specified may be eliminated from consideration. However, the Town of Newfane reserves the right to accept such a proposal if it is determined to be in the Town's best interest. The Town of Newfane also reserves the right to reject any and all proposals as a whole or in part.

The award of the contract shall be made to the consultant whose proposal best meets the goals and objectives of the Town of Newfane as set forth in this Request for Proposals. Selection will be qualification-based.

16. Interviews

The Town of Newfane will conduct interviews with selected consultant's to clarify aspects set forth in their proposals. Interviews will likely be conducted in person. The

Town of Newfane will not reimburse consultants for any costs incurred pertaining to an interview, including travel expenses. The Town of Newfane will notify eligible consultant's regarding interview arrangements.

17. Reference to Other Materials

The consultant cannot compel the Town of Newfane to consider any information except that which is contained in its proposal, or which is offered in response to a request from the Town of Newfane. The consultant should rely solely on its proposal. The Town of Newfane, however, reserves the right, in its sole discretion, to take into consideration its prior experience with the consultant and information gained from other sources.

18. Award of Contract

The Town of Newfane reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Reject the proposal of a consultant who has previously failed to perform properly;
- Select proposals for contract award or negotiations other than based on lowest price;
- Negotiate as to any aspect of the proposal with any consultant; and
- To waive any technical or formal defect in the proposals considered by the Town of Newfane to be merely irregular, immaterial, or unsubstantial.

19. Contract Development

If it accepts a proposal, the Town of Newfane intends to enter into a contractual agreement with the consultant providing the proposal which best meets the needs and requirements of the Town of Newfane. The content of the RFP and the successful proposal submitted will become an integral part of the contract, but may be modified by provisions of the contract.

20. Terms and Conditions

During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which could cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

Should you feel your firm's proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure, which shall be in writing, shall State the reasons why the information should be excepted from disclosure, shall be provided at the time of submission of the subject information and in the same envelope as the proposal. The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Requests for exemption of the entire contents of a proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

The Town of Newfane cannot guarantee the confidentiality of any information submitted.

The Town of Newfane shall not be liable for any costs incurred by the consultant in preparing a response to this solicitation. Consultants will submit proposals at their own risk and expense. The Town of Newfane makes no guarantee that any products or services will be purchased as a result of this solicitation, and reserves the right to reject any and all proposals.

The Town of Newfane will not be obligated to the consultant for projects or services until authorized Town of Newfane officials have a signed contract and/or issued a purchase order.

The Town of Newfane does not make payment upon signing of a contract or issuance of a purchase order. Payment is only made after receipt and acceptance of goods and/or services. Partial payment arrangements may be made but final payment will not be made until completion of all aspects of the contract resulting from this Request for Proposals.

This Solicitation in no way obligates the Town of Newfane to the eventual rental, lease, or purchase, etc. of any product or service described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the Town of Newfane and may be terminated at any time prior to the signing of a contract. All proposals and their accompanying documentation will become the property of the Town of Newfane.

21. Exceptions / Assumptions

Unless explicitly stated in the proposal, the Town of Newfane shall assume that all Proposals are in full compliance with all specifications, without exception.

All items in the proposal that are not in full compliance or that vary from any of the specifications shall be clearly defined as exception. Specific reference to the relevant section(s) in the specifications and the precise nature of the variance or non-compliance shall be clearly stated in the proposals.

The Town of Newfane reserves the right to accept any and/or all/none of the exceptions(s) substitution(s) deemed to be in the best interest of the Town of Newfane.

Non-compliance or variance with any items in the specifications shall not necessarily result in rejection of a proposal.

22. Indemnification and Hold Harmless Clause

Any contract, prior to signature, must include a clause/section wherein “defense, indemnity and hold harmless” provisions in form and content reviewed and approved by the Town Attorney are included in protecting the interests of the Town of Newfane, which is undertaking this project, and the NYS Housing Trust Fund Corporation, which is providing Community Development Block Grant (CDBG) funding to this project.

Such clause acceptable to the Town of Newfane would be the following: “The Consultant agrees to defend and indemnify the Town of Newfane and the NYS Housing Trust Fund Corporation, their officers and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Consultant, or its sub consultant, under this contract.”

The Consultant by agreeing to defend the Town of Newfane and the NYS Housing Trust Fund Corporation as set forth above, agrees that if the Town of Newfane and the NYS Housing Trust Fund Corporation receive a claim, complaint, or are sued under this contract pertaining to their work, acts or services; then this consultant also agrees to pay all attorney fees and expenses; the selection of such attorney to represent the Town of Newfane and the NYS Housing Trust Fund Corporation shall be the sole and exclusive determination of the Town of Newfane and the NYS Housing Trust Fund Corporation.

23. Insurance and Certificate Requirements

Each and every contract, whether for professional services, vendors or contractors, must meet minimum insurance specifications in order to protect the interests of the Town of Newfane and/or as evidence of compliance with New York State law.

GENERAL REQUIREMENTS: Before commencing work, the successful service provider or contractor and any subcontractor shall furnish evidence such as a Certificate of Insurance, acceptable to the Town of Newfane, that it has procured and will maintain, at its own expense, until final acceptance of the work or until released in writing, insurance in the kinds and amounts hereinafter specified. The Town of Newfane is defined as the Town of Newfane, its agents, officers and employees.

A Certificate of Insurance acceptable to the Town of Newfane must meet the following requirements:

- List the type of insurance coverages and acceptable limits, as required by the Town of Newfane.
- Name the certificate holder as Town of Newfane, 2737 Main Street, Newfane, NY 14108
- Name the Town of Newfane and the NYS Housing Trust Fund Corporation, their agents, employees, and officers, as additional insureds on each Certificate of Insurance for all liability policies. The Certificate and corresponding forms must be provided.

- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent or in the event of self-insurance, by an authorized signatory.
- In the event of any material alteration or cancellation of any insurance coverage, thirty (30) days written notice shall be given to the Town of Newfane.
- Insurance carriers should be admitted in the State of New York and have an A- or better AM Best Financial Rating, unless an exception is approved by the Town of Newfane.
- The Certificate of Insurance shall be submitted to the Town of Newfane for compliance review, approval and retention at least thirty (30) days prior to the start of work.

SPECIFIC INSURANCE REQUIREMENTS: The following are the minimum insurance types, documentation and limits acceptable to the Town of Newfane:

INSURANCE COVERAGES, DOCUMENTS AND MINIMUM LIMITS

For

Professional Services

<u>Coverage and Documents</u>	<u>Limits</u>
Professional Liability Insurance	\$1,000,000 Each Occurrence or Claim \$2,000,000 General Aggregate
General Liability (GL)	\$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations \$2,000,000 General Aggregate \$50,000 Fire Damage Legal Liability \$5,000 Medical Expense
Auto Liability	\$1,000,000 Combined Single Limit
Excess/Umbrella Liability	\$5,000,000 Each Occurrence \$5,000,000 General Aggregate
Workers' Compensation and Employers Liability <i>CE-200, C-105.2, or SI-12</i>	Statutory Limits
Disability Benefits <i>CE-200, DB-120.1, DB-820/829 or DB-155</i>	Statutory Limits

24. Selection Process

The project will be guided by a Steering Committee of key stakeholders including the Town of Newfane, Niagara County, Olcott Harbor property owners, community experts, U.S. Army Corps of Engineers, NYS Department of Environmental Conservation, and/or NYS Department of State. A Proposal Review Subcommittee appointed by the Town Supervisor will review and evaluate proposals and recommend two to three engineers/firms for interviews. Interviews will be conducted by the Steering Committee, which will then make recommendations to the Newfane Town Board who will make the final selection of, and contract with, an engineer/firm.

25. Evaluation Criteria

The Proposal Review Committee will use a 100-point scoring system to evaluate proposals from qualified engineering firms/teams and select firms/teams for interviews. Proposals will be ranked based on qualifications of the proposed project team and responsiveness to the proposal requirements. Engineering firms/teams will be evaluated on the basis of the following factors:

- Firm history and capability to perform the project (15%)
- Relevant project experience (20%)
- Familiarity with breakwater design and construction (20%)
- Qualifications of the project team (15%)
- Project approach (30%)

The Town of Newfane will also take into account references provided by consultant, which will be contacted prior to interviews, as well as the geographic location of the principal consultant relative to the project site.

26. Schedule for Review and Selection of Engineer

Proposals received	No later than October 26, 2018
Interviews of teams on short list	Week of November 12, 2018
Recommendation to Town Board	On or about November 16, 2018
Town Board	November 28, 2018
Contract execution/notice to proceed	By December 10, 2018

OLCOTT HARBOR BREAKWATER GENERAL PROJECT LOCATION

