



A Member of the ECIDA Financing and Development Group

Request for Bids



**RENAISSANCE
COMMERCE PARK**

**Construction and Installation of Entry Signage
for Renaissance Commerce Business Park
(Route 5 Hamburg Turnpike & Dona Street,
Lackawanna, New York)**

Issued: Tuesday, August 3, 2021

RFI Addenda Issued: Wednesday, September 1, 2021

RFI (*if any*) Due by Friday, August 27, 2021

Proposal must be submitted no later than
Friday, September 10, 2021, at 12:00 pm

to:

ECIDA/ILDC
95 Perry Street, Suite 403,
Buffalo, New York 14203
Attn: Sean Fallon

www.ecidany.com

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I. INTRODUCTION

A. Request for Bid

The Buffalo and Erie County Industrial Land Development Corporation (“ILDC”) is requesting bids from qualified contractors on a lump sum material and labor basis for the procurement and installation of the new entrance sign for the Renaissance Commerce Park (former Bethlehem Steel Site) at the Dona Street entry.

The ILDC is under no obligation whatsoever to select any specific bids. All proposals will be required to include completed and signed procurement forms *in Attachment 2* as part of the bid package. All applicable requirements by State and local jurisdictions shall be enforced, including but not limited to prevailing wage rates, Erie County Minority- and Women-Owned Business Enterprise (M/WBE) participation goals and pay equity.

The ILDC strongly encourages participation by Minority- and Women-Owned Business Enterprises as part of the team submitting qualifications for this work. All proposals must submit a statement indicating that the firm submitting the proposal will work toward a business utilization goal for **minority business enterprise of 25% and women business enterprise of 5%**.

Submission of a bid indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly stated otherwise in the bid submission and confirmed in the contract between the ILDC and the selected contractor.

There is no expressed or implied obligation for the ILDC to reimburse responding contractors for any expenses incurred while preparing their bid packages in response to this request.

B. Designated Contacts – Procurement Lobbying Law

Sean Fallon sfallon@ecidany.com

Phil Riggs priggs@ecidany.com

Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposal includes and imposes certain restrictions on communications between ECIDA members (including employees and Board members) and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest notice of intent to solicit Request for Proposals through final award and approval of the Procurement Contract by the ECIDA (“restricted period”) to other than the above Designated Individuals unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). ECIDA members (including employees and Board members) are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and

in the event of two findings within a 4-year period; the Bidder is debarred from obtaining governmental Procurement Contracts.

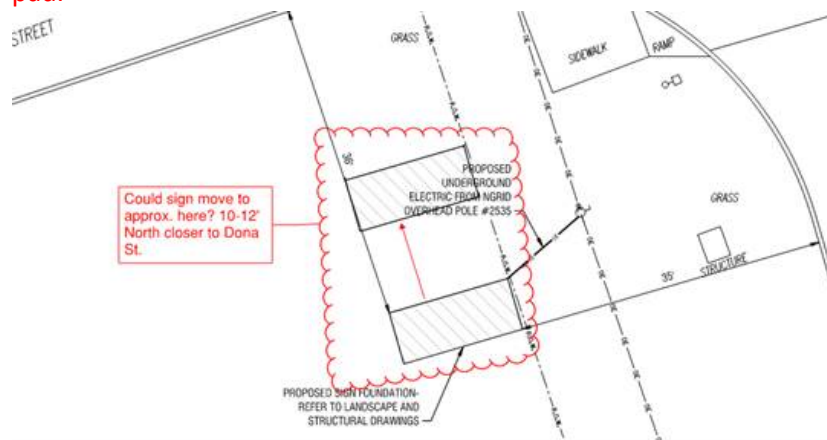
Bidders are required to complete Form 2 regarding their understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period in accordance with State Finance Law §§139-j and 139-k.

C. Requests for Information

Any requests for information (RFI) related to this RFP must be submitted in writing via email to Sean Fallon at sfallon@ecidany.com and received no later than Friday, August 27, 2021. All RFIs will be answered in writing within three (3) business days and copies of the questions and answers will be distributed to all RFP recipients and posted online within one (1) business day.

RFI Addenda Q&A's:

- 1) **Q:** The concrete pad below seems to be a part of either an existing vault or sanitary structure. Please clarify if any work will happen within the footprint of the concrete pad.



A: Foundation mapping suggests this is an underground pedestrian tunnel entry. Engineer has confirmed locating the sign a minimum distance of 15' behind the the Dona Street curblin while maintaining the distance as shown off Rte. 5 curblin to remain behind the ROW. Per D1/C-201 this allows for the sign to be relocated a maximum of 21' further north-northwest which will avoid this potential obstruction.

- 2) **Q:** What is the limit of clearing & grubbing for this project? Assumption is that you would like 20' mowed perimeter around the sign footprint.

A: 20' perimeter outside the foundation footprint will be sufficient.

3) **Q:** Is the general contractor responsible for cost of national grid coming in and installing a new transformer on the utility pole intended to supply power to the sign?

A: No, ECIDA will coordinate install of new transformer on utility pole. GC to pick up all work as shown on E-050 from transformer outbound in coordination with National Grid.

4) **Q:** Is the general contractor required to remove railroad ties, fence fabric and other misc. items from the site?

A: Yes. To the extent necessary to complete the work at a minimum aligning with the 20' perimeter around foundation footprint.

5) **Q:** Is a bid bond required to be submitted with the bid? Will the general contractor be required to furnish a performance and payment bond?

A: Projects contracted for *under \$100k* in total cost will not require a bid bond or performance & payment bond.

6) **Q:** Please clarify what kind of coating or finish you are looking for on the exposed steel beams?

A: Engineers reply "Per the Structural Steel Notes on S001 the steel wide flange shapes are to be ASTM A588, 50 KSI, CORROSION-RESISTING (WEATHERING) steel which gives the rusty looking finish that the landscaping architect was looking for. The plates (Base plates) are to be galvanized (also in the notes), and yes, everything that will be below grade will be coated in the bituminous coating."

II. REQUEST FOR BID

Renaissance Commerce Park Entry Sign Installation

1.0 Project Description

Procurement and installation of the new, approximately 20'H x 12'W entry sign in accordance with the approved plans and specifications titled "Entrance Sign for New Business Park at Former Bethlehem Steel Site" dated April 7, 2021 included herein as *Attachment 1*. All permits, bonds, materials, equipment, labor, etc. to install the new entry signage as shown in *Attachment 1* to be included.

The former Bethlehem Steel site is in the NYS Brownfield Cleanup Program. This requires any soil disturbance on the site to conform to the Soil Management Plan currently in place, a copy of which is available at: https://www.ecidany.com/requests_for_proposals . In addition, the historical use of the site has resulted in significant soil disturbance and underground structures which could be present within the proposed footprint of the Sign. Historical records indicating previous locations of buildings and other structures are available but should not be relied upon as a complete and or accurate representation of all sub surface ground conditions on the site.

2.0 Scope of Work

- 1) Acquire and pay for any permitting and bonds required by local municipalities and/or utility companies.
- 2) Procure all materials from qualified vendors required for completion of the Project. Submit all shop drawings and submittals to the ILDC in writing via email for approval prior to ordering.
- 3) Attend mandatory Pre-Construction meeting with all stakeholders to be scheduled minimum one (1) week before the Project is scheduled to commence.
- 4) Coordinate all electrical work with National Grid and local municipalities including but not limited to potential easement(s), local jurisdictions code requirements, etc.
- 5) Comply with all state and local requirements as established prior to beginning of the work including but not limited to the New York State Department of Conservation (NYSDEC) and the City of Lackawanna.
- 6) Provide all necessary equipment, materials, labor, and any other items necessary to complete the project as designed in *Attachment 1*.
- 7) Ensure all 3rd Party special inspections and testing requirements are completed as noted in the design specifications included in *Attachment 1* and all reporting transmitted to the ILDC in a timely manner.
- 8) Complete the work in a manner which will not disrupt typical traffic patterns on Route 5 Hamburg Turnpike or Dona Street.
- 9) Restore all disturbed areas to their original conditions prior to commencement of the work including but not limited to restoration of finish grade/vegetation, remediate any damage caused to existing curbs, sidewalks, signage, etc.

3.0 Additional Deliverables

- 1) Provide insurance certificate(s) complying with sample certificate and requirements shown in *Exhibit 1* including for any proposed subcontractors.
- 2) Provide an estimated durations schedule for the completion of the Project.
- 3) Submit invoicing in format approved by the ILDC that would include M/WBE participation status if applicable.
- 4) Provide applicable Health and Safety Plan (HASP) for planned scope of work.

4.0 Information to be Included in Bid Package

- 1) All bid packages should be labeled “**Renaissance Commerce Park Entry Sign Installation**” and mailed or dropped off at the ECIDA/ILDC office:
ECIDA/ILDC
95 Perry Street, Suite 403
Buffalo, NY 14203
Attn: Sean Fallon
- 2) Bid packages should address all aspects of the required work discussed in this RFP, including the attached bid sheet and procurement forms in *Attachment 2*. All forms and certifications included with the bid package are required to be complete and signed.
- 3) **Letter of Transmittal** – Provide a letter of transmittal that briefly outlines bidders understanding of the scope of work. List the bidders project manager’s name and contact information to be used as the primary point of contact during the RFP process.
- 4) **Bidder Profile and Qualifications** – Provide a general background about the bidding company and its expertise as it relates to the Project. Describe the experience of key personnel as it relates to similar projects. Include **at least three (3) client references (Inclusive of induvial name and phone number)** from similar projects completed in the last five (5) years. Name and describe all subcontractors the bidder plans to use for the Project and identify the approximate percentage of work and scope items that would be performed by each subcontractor. Briefly identify relevant experience and qualifications of all subcontractors.

III. TIME REQUIREMENTS

Voluntary Site Meeting to be held Thursday August 19th, 1:00 pm. If interested RSVP by Tuesday August 17th. Meet at the site, corner of Route 5 Hamburg Turnpike and Dona Street.

Any other requests for RFP interpretations should be made in writing to the ILDC via e-mail to sfallon@ecidany.com. No requests for oral interpretations via the telephone will be accepted.

Documents supporting this RFP will be posted to the website listed below.

https://www.ecidany.com/requests_for_proposals

A. Proposal Schedule

RFP Issued
Voluntary Pre-Bid Site Visit
RFI's Due
Proposals Due

Tuesday, August 3, 2021
Thursday, August 19, 2021 (1 PM)
Friday, August 27, 2021
Friday, September 10, 2021 by 1:30pm

B. Notification Dates

Notice of Award (NOA)
Notice to Proceed (NTP)
Substantial Completion
Final Completion

Thursday, September 23, 2021 *
Friday, October 1, 2021 *
Friday, November 12, 2021
Friday, November 19, 2021

***Approximate dates pending any necessary board approvals. Subsequent completion dates would be pushed accordingly if NOA/NTP dates are not met.**

IV. PROPOSAL REQUIREMENTS

1) Qualification and Experience of the Firm

- Describe office location, length of time in business, and three (3) most relevant projects in the last five (5) years that demonstrate experiences like this Project.
- Identify key personnel including the project manager who will be assigned to this Project and include a list of completed relevant projects within the last five (5) years.
- Provide the name, address and contact information for other clients of the individual(s) who will be assigned to this Project, for reference purposes.

2) All-Inclusive Cost

Fully identify fees for the following:

- a) Lump sum totals and unit pricing for all items if possible
- b) Mobilization charges not to exceed 5% of the total project cost
- c) No additional expenses will be paid without a written request from the selected contractor and the authorization of the ECIDA/ILDC and engineer prior to the expense.

3) **Submission of Proposal:**

Bidders should send eight (8) hard copies and one (1) electronic copy on a USB flash drive of the completed bid package and all supporting information as requested to the below address **no later than Friday, September 10, 2021 at 1:30pm EST:**

ECIDA/ILDC
Renaissance Commerce Park Entry Sign Installation
95 Perry Street, Suite 403
Buffalo, NY 14203
Attn: Sean Fallon

Proposals submitted under this request are subject to public disclosure under the New York State Freedom of Information Law (NYS FOIL). All bid packages require complete procurement and certification forms included as part of the proposal sheet (*Attachment 2*).

The ILDC, is seeking qualified contractors to complete this Project. We strongly encourage Minority- and Women-Owned Business Enterprises (M/WBE) participation.

V. EVALUATION PROCEDURES

ILDC may short list a maximum of three (3) proposals for interviews. Interviews are expected to be conducted during the week of September 13, 2021. A final decision is anticipated by approximately September 23, 2021

ILDC does not assume the responsibility or liability for costs incurred by firms responding to this RFP or to any subsequent requests for proposals, interviews, additional information, submissions, etc. prior to issuance of a contract.

Proposals will be evaluated based on the following Categories:

1) Background of Firm(s)

- a) Experience and performance of firm(team) in similar projects.
- b) Depth of Team making the proposal

2) Approach to Scope of Work

- a) Understanding of owner's intent for project and requirements of plans and specifications
- b) Proposed time schedule for completion of work

3) Proposal Value

- a) Total lump sum cost proposed
- b) Evaluation of any potential Value Engineering (VE) options proposed

- 4) Utilization of Women and Minority Businesses
 - a) Demonstrated Intent to meet utilization Goals identified in the RFP
 - b) Organizational Commitment to Diversity and Inclusion

- 5) Job Creation
 - a) Provide a projected total number of construction workers

***THE ILDC RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND THE
RIGHT TO WAIVE ANY INFORMALITIES THEREIN.***

ATTACHMENT 1

PROJECT DRAWINGS AND SPECIFICATIONS

ATTACHMENT 2

PROCUREMENT FORMS

Form 1: Non-Collusive Proposal Certification

By submission of this proposal, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- a) The prices in this proposal 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 proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor, and
- 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 proposal for the purpose of restricting competition.

SUBMITTAL OF PROPOSAL

The undersigned submits the following proposal, which is in conformity with the intent of the RFP. The Bidder agrees that should it be awarded a contract on the proposal through the issuance of a contract from the Erie County Industrial Development Agency, it will provide the services in strict compliance with the contract documents for the compensation stipulated herein. The Bidder agrees that its proposal shall remain effective for a period of 90 days from the formal proposal receipt date.

Bidder

Name

Signature

Title

Date

Form 2: Permissible Contacts

Bidder affirms that it understands and agrees to comply with the procedures of the ECIDA relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b) – see page 1 & 2 for further information.

By: _____ Date: _____

Name: _____

Title: _____

Bidder: _____

Bidder Address: _____

Form 3: Disclosure of Prior Non-Responsibility Determinations

Name of Bidder: _____

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the Bidder in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Bidder certifies that all information provided to the ECIDA with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Name: _____

Title: _____

EXHIBIT 1

EXAMPLE INSURANCE CERTIFICATE

Exhibit 1

**ERIE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(Insurance Specifications as of June 2021)**

A summary of ECIDA insurance requirements follows. Please note that insurance is to be provided by the Company named in the agreement and shall be maintained during the term of any applicable agreement by and between the ECIDA and the Company.

During the term of an agreement entered into with the Erie County Industrial Development Agency an **ACORD 25-Certificate of Liability Insurance** and **ACORD 855 NY-New York Construction Certificate of Liability Addendum** shall be provided evidencing the following insurance is currently maintained and in force with an insurance carrier approved to do business in the State of New York and maintaining an A.M. Best Rating of A- or better showing Erie County Industrial Development Agency as Certificate Holder. It is our suggestion that you share these requirements with your current insurance agent, broker or insurance company.

Acceptable Certificates of Insurance shall indicate the following minimal coverage, limits of insurance, policy numbers and policy effective and expiration dates.

Commercial General Liability: Grantee shall provide such coverage on an occurrence basis for work performed on the named insured's premises & operations and products-completed operations. Blanket Contractual Liability provided within the "insured contract" definition may not be excluded or restricted in any way. Property damage to work performed by subcontractors may not be excluded or restricted nor shall the Additional Insured's coverage for claims involving injury to employees of the Named Insured or their subcontractors be excluded or restricted. The "insured contract" exception to the Employers Liability exclusion also may not be removed or restricted in any way.

These coverages are to be properly evidenced by checking the appropriate box(es) on the **ACORD 855-NY Construction Certificate of Liability Addendum's** Information Section, Items G, H, I and L.

Limits expressed shall be no less than:

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Per Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage Liability	\$ 100,000
Medical Payments (per person)	\$ 5,000

Erie County Industrial Development Agency shall be named as Additional Insured per **ISO Form CG 20 26-Additional Insured Designated Person or Organization**, or its equivalent, to provide coverage for the Additional Insured. Coverage shall apply on a Primary & Non-Contributory basis. All insurance required of the Company shall waive any right of subrogation of the insurer against any person insured under such policy and waive any right of the insurer to any off-set or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under such policy.

Blanket Additional Insured endorsement to include – Owner, Lessees or Contractors - Automatic Status For Other Parties When Required in Written Construction Agreement – Wording should include any other person or organization you are required to add as an additional insured under the contract or agreement (Paragraph 2 of CG 20 38 04 13 or equivalent)

Any scheduled person or organization section of the additional insured endorsement containing wording other than designated names shall not be accepted.

ACORD 855 NY-New York Construction Certificate of Liability Insurance: It is not uncommon for insurers to modify the standard ISO policy language with endorsements that result in modifications to language preferred by the insurer. This addendum is required to supplement the **ACORD 25-Certificate of Liability Insurance** with additional information that provides a more detailed expression of the types of coverage required. Specifically required coverages may be excluded or limited by the attachment of exclusionary or limitation endorsements. This addendum provides the insurer the ability to certify coverage provided by the absence of such exclusionary or limiting modifications.

Umbrella/Excess Liability: Commercial Umbrella or excess liability for a limit of at least \$5,000,000 per occurrence with a \$5,000,000 Aggregate. Coverage should respond on a follow-form basis and excess over the aforementioned underlying policy limits. Erie County Industrial Development Agency shall be named as Additional Insured. Coverage shall apply on a Primary & Non-Contributory basis.

Workers Compensation/Disability Insurance:

i) The Company and/or Project Owner shall provide evidence of insurance and maintain Workers Compensation/Disability insurance as required by statute.

ii) **Accepted Forms:**

Workers Compensation Forms		DBL (Disability Benefits Law) Forms	
CE-200	Exemption	CE-200	Exemption
C-105.2	Commercial Insurer	DB-120.1	Insurers
SI-12	Self-Insurer	DB-155	Self-Insured
GSI-105.2	Group Self-Insured		
U-26.3	New York State Insurance Fund		

If the Company and/or Project owner have no employees, the Company and/or Project owner shall provide a completed and signed Form CE-200 or later revision, which is found on the New York State Workers Compensation Board website: www.wcb.ny.gov/ This form is to be completed on-line, printed, and signed.

ECIDA Address: All evidence of insurance shall be sent to:
Erie County Industrial Development Agency
95 Perry St, Suite 403
Buffalo, NY 14203

EXHIBIT 2

SAMPLE CONTRACT AGREEMENT

**SAMPLE AGREEMENT FOR SERVICES TO COMPLETE THE RENAISSANCE COMMERCE
PARK SIGN PROJECT**

THIS AGREEMENT made this ___ day of September, 2021, by and between the **Buffalo and Erie County Industrial Land Development Corporation, (ILDC)** with offices located at 95 Perry Street, Suite 403, Buffalo, NY 14203 and _____, (**GENERAL CONTRACTOR**), with offices at _____

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1- GENERAL CONTRACTOR'S SERVICES AND RESPONSIBILITIES

ILDC hereby retains and employs the GENERAL CONTRACTOR, and the GENERAL CONTRACTOR agrees to provide _____ services in accordance with the requirements provided within the request for proposal herein attached as Exhibit 2.

ARTICLE 2- TERM

The term of this Agreement shall commence on the later of the date hereof or upon the GENERAL CONTRACTOR's execution of this agreement AND the simultaneous provision by the GENERAL CONTRACTOR of a Certificate of Insurance evidencing the coverage required below. This contract will expire on **December 31, 2021** unless otherwise suspended or terminated.

ARTICLE 3- PAYMENT

ILDC shall pay the GENERAL CONTRACTOR the following lump sum for the services described in THE ACCEPTED PROPOSAL, (Exhibit 1). \$ _____

as specified per task in the approved Schedule of Values (SOV) as submitted to the ILDC by the GENERAL CONTRACTOR.

Further, additional services, provided as requested by ILDC, will be charged according to the costs listed in Exhibit 1:

As Invoiced in accordance with Exhibit 1 (no sales tax on materials).

Payments to be made within 30 days of ILDC's receipt, and approval of a detailed invoice based upon the approved SOV from the GENERAL CONTRACTOR on which charges have been specified.

ARTICLE 4- INDEPENDENT GENERAL CONTRACTOR

The GENERAL CONTRACTOR is retained by the ILDC only for the purposes and to the extent set forth in this Agreement, and its relation to the ILDC shall be as an independent contractor. The GENERAL CONTRACTOR represents that it is qualified to render the Services set forth herein under the laws of New York State, the County of Erie and the City of Buffalo. The GENERAL CONTRACTOR and its employees shall not be considered, under the provisions of this agreement or otherwise, as having employee status or as being entitled to participate in any plan, benefit or arrangement which the ILDC has for its employees. The GENERAL CONTRACTOR shall provide, at its own expense, all Workers' Compensation, Social Security, Unemployment Insurance and other coverage required for its employees.

ARTICLE 5- INSURANCE

The GENERAL CONTRACTOR agrees to carry at its own cost and expense and for the benefit of the ILDC the following insurance coverage with limits not less than stated:

1. Comprehensive General Liability, including completed operations, explosions, collapse and underground operations, contractors protective liability, broad form contractual liability and indemnity.
 - \$1,000,000 Bodily Injury and Property Damage Occurrence
 - \$2,000,000 Aggregate
2. Personal Injury (with employment exclusion and contractual exclusion deleted).

- \$1,000,000 Occurrence and Aggregate
3. Auto Liability (including non-owned and hired vehicles)
 - \$1,000,000 CSL
 4. Statutory Workers' Compensation, Employers' Liability and Disability Benefits
 - Unlimited
 5. And any other special insurance reasonably required by the ECIDA against or loss damage throughout the period of the work performed.

Such insurance shall be with a casualty insurance company authorized under the laws of the State of New York and satisfactory to ILDC. **ILDC, the County of Erie and the City of Lackawanna** shall be named as additional insured. The CONSULTANT shall furnish ILDC prior to the commencement of operations hereunder a properly executed copy of a Certificate of Insurance showing that such insurance is in force. Such certificate shall provide that the insurance will not be cancelled, terminated materially changed or renewed until at least 45 days prior notice has been given to the ILDC.

ARTICLE 6- SUSPENSION AND TERMINATION

ILDC reserves the right to terminate this Agreement at any time during the term of the contract by giving a thirty (30) days' written notice of its intent to the GENERAL CONTRACTOR. ILDC also reserves the right to terminate the Agreement for cause immediately upon written notice.

ARTICLE 7- COMPLIANCE WITH LAWS AND REGULATIONS

The GENERAL CONTRACTOR agrees to conduct any and all Services required by this Agreement in accordance with the mandates of any and all State or Local statutes, Regulations, laws, or ordinances in effect or promulgated during the term of this Agreement or extension thereof.

ARTICLE 8- NON-DISCRIMINATION

The GENERAL CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, ancestry, sex, age, disability, or marital status and shall under programs of affirmative action ensure that such employees and applicants are afforded equal employment opportunities without discrimination. The GENERAL CONTRACTOR shall comply fully with the non-discrimination and equal opportunity provisions of the Civil Rights Law of the State of New York and Sections 291-299 of the Executive Law of the State of New York.

ARTICLE 9- INDEMNIFICATION

The GENERAL CONTRACTOR agrees to indemnify and hold the ILDC harmless for any claims, damages, losses or expenses arising out of any negligent error or omission by the GENERAL CONTRACTOR in connection with any of the Services performed by the GENERAL CONTRACTOR under this Agreement, and from any claims, damages, losses or expenses arising out of the negligent performance of said Services by the GENERAL CONTRACTOR pursuant to this Agreement, and any claims made by an employee of GENERAL CONTRACTOR for injuries incurred while providing services pursuant to this Agreement.

Nothing contained in this Agreement or any obligations herein imposed upon ILDC, or the breach thereof, shall constitute or give rise to or impose upon ILDC a pecuniary liability or a charge upon its general credit. All covenants, stipulations, promises, agreements and obligations of ILDC contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of ILDC, and not of any member, director, officer, employee or agent of ILDC in his or her individual capacity, and no recourse shall be had for any claim hereunder against any member, director, officer or employee or agent of the ILDC.

ARTICLE 10- NON-ASSIGNABILITY

The GENERAL CONTRACTOR shall not assign or subcontract all or any portion of this Agreement without the prior written consent of the ILDC. Any such assignment as is consented to by the ILDC shall not relieve the GENERAL CONTRACTOR from its responsibility for the performance of the Services hereunder.

ARTICLE 11- NOTICES

All notices that may be given in connection with this Agreement shall be in writing and shall be delivered personally, or mailed, postage prepaid, by regular mail, to the party at the address specified above or such other address as may be designated in writing from time to time. Notices shall be deemed given upon delivery or upon deposit with the United States Mail.

ARTICLE 12- ENTIRE AGREEMENT

Each party hereto acknowledges its full understanding of this Agreement, that there are no verbal promises, undertakings or agreements in connection herewith and that this Agreement may be modified only by a written agreement signed by the parties hereto. All previous negotiations and agreements between the parties hereto with respect to the transaction set forth herein are merged in to this instrument which fully and completely expresses the entire agreement between the parties, setting forth all the parties' rights and obligations.

ARTICLE 13- SEVERABILITY

The provisions of this agreement shall be severable, and if any clause, sentence, paragraph, provision or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgement shall not affect, impair or invalidate the remainder hereof, which remainder shall continue in full force and effect.

ARTICLE 14- GOVERNING LAW

This Agreement shall be governed by and interpreted, construed and enforced in accordance with, and subject to, the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GENERAL CONTRACTOR

Buffalo & Erie Co. ILDC

By _____

By _____

Date _____

Date _____

Exhibit 1

General Contractor's Proposal

Exhibit 2

Request for Proposal

