

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND BERGMANN ASSOCIATES, ARCHITECTS, ENGINEERS,
LANDSCAPE ARCHITECTS & SURVEYORS, D.P.C.
FOR DEVELOPMENT OF AN ALBANY COUNTY CLIMATE RESILIENCY PLAN

PURSUANT TO RES. NO. 69 FOR 2021, ADOPTED MARCH 8, 2021

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C., a New York domestic professional corporation, with its principal place of business located at 280 East Broad Street, Suite 200, Rochester, NY 14604 (hereinafter, the "[C]onsultant," "[C]ontractor," "Proposer" and/or "[S]ubcontractor," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WHEREAS, the County has issued a request for proposals for a Climate Resiliency Plan and services pursuant to the New York State Department of State Countywide Resiliency Award, said request having been denominated as RFP #2021-003, and having been issued by the Albany County Purchasing Division on January 7, 2021 and published on January 7, 2021 (hereinafter, the "RFP"); and

WHEREAS, the Albany County Purchasing Division issued an addendum to the RFP on January 19, 2021 (hereinafter, the "Addendum"); and

WHEREAS, the Consultant has submitted a proposal dated January 27, 2021 to provide the aforesaid Climate Resiliency Plan and services (hereinafter, the "Proposal"); and

WHEREAS, the County has accepted the proposal of the Consultant to provide the aforesaid Climate Resiliency Plan and services; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Consultant pursuant to Resolution No. 69 for 2021, adopted March 8, 2021 regarding the aforesaid Climate Resiliency Plan and services; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein; and

NOW, THEREFORE THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; the Addendum, which is incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively called "the Agreement").
- 1.2 In the event of any discrepancy, disagreement or ambiguity among the contract documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum; 3) the RFP; 4) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 The Consultant shall provide develop a Countywide Climate Resiliency Plan as described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP-3 through RFP-9 and the Agreement between the County and NYS Dept of State, Contract No. C1001209 (hereinafter, the "State Contract"), relevant portions of which are replicated in Schedule A, attached hereto and made a part hereof (hereinafter, the "Project Scope of Services"). The Consultant shall comply with all of the requirements, provisions, terms and conditions, etc. contained in the RFP, and also in the State Contract where/when applicable re the "[s]ubcontractor" and/or "[c]onsultant."
- 2.2 In addition to the Project Scope of Services described in Paragraph 2.2, above, the Consultant shall also provide the services described in the Proposal, in a manner consistent with the requirements, provisions, terms and conditions, etc. contained in the RFP and the State Contract.
- 2.3 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

- 3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed ONE HUNDRED ELEVEN THOUSAND FIFTEEN AND 00/100 DOLLARS (\$111,015.00) as full compensation for all services rendered under this Agreement.
- 3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

- 4.1 Payment shall be made to the Consultant by the County on a monthly basis upon the Consultant's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Albany County Executive's Office.
- 4.2 The Contractor acknowledges that, pursuant to this Agreement, it is receiving "State funds " or "State-authorized payments " originating with, passed through, or approved by the New York State Department of State in order to provide program or administrative services on behalf of the County. If at any time during the life of this Agreement, the Contractor is a "covered provider" within the meaning of Section 144.3(d) of DOS regulations, the Contractor shall comply with the terms of 19 NYCRR Part 144, as amended. A failure to comply with 19 NYCRR Part 144, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on the execution of this Agreement by the Parties and shall continue in effect through September 30, 2022.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate the Agreement if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the services in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate the Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Consultant, the Consultant shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute consultant to satisfactorily complete the services, together with the County's own costs incurred in procuring a substitute consultant.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Consultant shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the HUMAN RIGHTS LAW) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Consultant is, and shall function as, an independent consultant under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Consultant shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

ARTICLE 16. INSURANCE

- 16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule C attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon 30 days prior written approval by the County.
- 16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule C of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Consultant.

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS - CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. EXTRA SERVICES/WORK

If the Consultant is of the opinion that any services/work it has been directed to perform is beyond the scope of this Agreement and constitutes extra services/work, the Consultant shall

promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/work is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/work. In the event the County determines such services/work does constitute extra services/work, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. GEN. MUN. LAW § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant has not:

- a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b) Acted as a financial institution and extended \$20 Million or more in credit to another person for 45 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM

- 25.1 The Consultant understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Proposer further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Consultant agrees to comply with the terms and conditions of the SPDEC General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Consultant also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Consultant's own liability.
- 25.2 The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to providing any services and/or commencing any work.

ARTICLE 26. MISCELLANEOUS PROVISIONS

- 26.1 In addition to the policies and procedures described above, the Consultant also acknowledges that it shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9), and all other policies and procedures described in the RFP.
- 26.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.

26.3 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

26.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

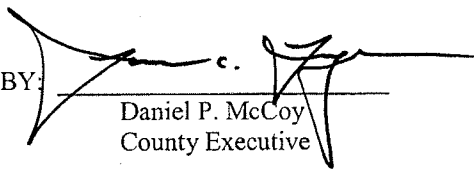
26.5 The County shall bear no responsibility other than that set forth in this Agreement.

26.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 5/10/2021

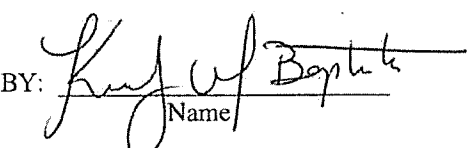
BY: 
Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

BERGMANN ASSOCIATES, ARCHITECTS,
ENGINEERS, LANDSCAPE ARCHITECTS
& SURVEYORS, D.P.C.

DATED: May 4, 2021

BY: 
Name

Government Practice Leader
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 10th day of May, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF NEW YORK)
COUNTY OF Monroe) SS.:

On the 4 day of May, 2021, before me, the undersigned, personally appeared Kimberly Baptiste, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

DAWN J. KOWALIK
Notary Public, State of New York
No. 01KO6035252
Qualified in Monroe County
Commission Expires Dec. 27, 2021

SCHEDULE A
PROJECT SCOPE OF SERVICES

FROM THE RFP:

SECTION 4: SCOPE OF SERVICES

- A. Develop a work plan for the project, specifically setting dates for completion of each task to ensure that deadlines are met as per grant requirements.
- B. Collaborate with Albany County Executive staff and the Countywide Resiliency Planning Committee regarding project status.
- C. Prepare project status reports and final report for granting agency (NYS Department of State, DOS) and deliver to Albany County Executive staff for review.
- D. Implement the following tasks:

Task 1: Preparation of a Community Outreach/Participation Plan

The Contractor or its consultant(s), in cooperation with the project advisory committee, and other partners as appropriate, shall prepare a method and process to encourage community participation in the planning process. The outreach plan shall identify key individuals, organizations, and entities to be involved, and shall identify the roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of public meetings. All public meetings will be publicized in the community through press releases, announcements, digital media, municipal website postings, and any other appropriate means. A summary of each public outreach session will be made available in written form and through other appropriate means, such as municipal and/or project-specific websites. The outreach plan and all components are subject to review and approval by the Department.

Task 2: County Workshops

The Contractor or its consultant(s) shall conduct a series of virtual community workshops at times identified through the project initiation meeting and public participation plan.

The community workshops will be used to:

- present a preliminary inventory and analysis of existing conditions;
- identify important issues and opportunities;
- enable participants to reveal the ways in which they use and value community resources;
- establish a working consensus on a vision for the plan;
- explore alternative scenarios for development, incorporation of resilience strategies and conservation;
- establish short- and long-term priorities;
- identify projects and actions to implement those priorities;
- identify potential obstacles;
- develop strategies for continuing public participation throughout the implementation process

The Contractor and its consultant(s) shall prepare a draft report on each workshop that will provide an overview of public input received, reflecting key issues, ideas and views expressed.

Task 3: County Resilience Vision

The Contractor or its consultant(s) shall conduct a meeting of the Planning Committee to develop the County's Resilience Vision. The Contractor or its consultant(s) shall document feedback and develop a Vision Statement that summarizes county goals and objectives related to improving resilience to climate change risks and vulnerabilities. This Vision Statement shall guide all project work, including community and site assessment; analysis of constraints, needs and opportunities; and development of a strategy, action plan, and/or list of priority projects. The draft vision statement shall be provided to the Department for review and approval.

Task 4: Needs and Opportunities Assessment

The needs and opportunities assessment will be a stakeholder-driven process that involves outreach to local municipalities, businesses and non-profit groups. Surveys and/or questionnaires will be utilized as needed for both the needs and opportunities assessment and the community asset inventory. Potential needs and opportunities that align with the principles include: improved communication during emergencies; homeowner education; revitalization of the housing stock in neighborhoods with existing infrastructure; streetscape and complete streets programs to capitalize on walkable downtowns and existing historic buildings; ensuring reliable access to health care for all citizens during extreme weather; developing a master database of vulnerable populations; maintenance of rivers and streams; and encouraging the redevelopment of brownfield sites rather than development of greenfield sites.

Task 5: County Profile/Inventory of County Assets

Based on the review of existing planning documents, meetings with community leaders, and appropriate additional research and analysis, the consultant shall develop a County Profile and an inventory of county assets, including narrative, maps and relevant data. The consultant should build off of the 2019 Albany County Multi-Jurisdictional Multi-Hazard Mitigation Plan which included a profile and inventory of critical assets. Based on preliminary findings and the inventory and analysis, the Contractor and its consultant(s) shall also design workshop activities and prepare materials needed to conduct the community workshop. Draft profile and asset inventory shall be provided to the Department for review and approval and the Contractor shall incorporate the Department's comments.

Task 6: County Risk Assessment

The Consultant will conduct a risk assessment process by determining value rankings for the assets identified in the community asset inventory. Assets will be ranked as either low, medium, or high value. Loss of high-value assets would create severe impacts to the Community's long-term health and well-being or result in the loss of life or injury. Loss of medium-value assets would cause hardship to the Community; however, these assets could be replaced without significant impact on the Community's long-term health. Loss of low-value assets can be overcome without substantial impact on the community's functioning.

In the second step of the risk assessment process, the Contractor or its consultant(s) will complete the risk analysis based on either the DOS Risk Assessment Tool or an equivalent assessment tool utilized by the consultant. The DOS risk assessment tool evaluates risk based on likelihood and magnitude of future storm events, local topographical and protective features, and the level of impairment and consequences from a storm event. Assets located in the extreme or high-risk area during the asset inventory will be analyzed during the risk assessment. As part of the risk assessment, the consultant will be asked to map community assets and their risk level at the jurisdictional level. The draft assessment shall be provided to the Department for review and approval and the Contractor shall incorporate the Department's comments.

Task 7: Strategies for Increasing Resilience

Based on the county vision, needs and opportunities assessment, asset inventory and risk assessment, the Contractor or its consultant(s) shall develop strategies for increasing resilience. Resiliency strategies will address an identified need and set the stage for action, policies and projects. While the resiliency strategies will be driven by the input of the Planning Committee, the following strategies will be suggested for consideration: Community Planning/Capacity Building, Economic Development, Health and Social Services, Housing, Infrastructure, and Natural and Cultural Resources. The Contractor or its consultant(s) shall provide the draft strategies to the planning committee for review and comment. The subsequent draft will be provided to the Department for review and approval, and shall incorporate the Department's comments.

Task 8: Resiliency Projects

The Contractor or its consultant(s) will develop resiliency projects based on the input from the planning committee, local municipalities and other stakeholders. Particular focus should be given to projects that would qualify for Restore Mother Nature Bond Act or other state or federal grant funding.

For each resiliency project that is identified, the consultant will develop a project profile that includes the following information: (1) project description; (2) municipality; (3) project location; (4) cost estimate; (5) type of request;

(6) affiliated resiliency strategies; (7) anticipated timeframe; (8) project status; (9) anticipated project lead; (10) potential funding sources; (11) impact on vulnerable populations; (12) economic growth co-benefits; and (13) relevant smart growth principle(s).

To ensure progress is made on implementation of resiliency projects, a schedule for implementation will be developed with all projects and their anticipated timeframes. Project timeframes represent an anticipated start date that would occur after funding is secured. For many projects, regulatory reviews, detailed design processes, permitting, funding, and other pre-implementation actions will determine the final implementation schedule. A project phasing table will be developed to group projects into categories based on their length.

Task 9: Draft County Resilience Plan

The Contractor or its consultant(s) shall prepare a draft plan incorporating the approved products for the tasks above. The final draft plan will refine and prioritize strategies, recommended projects, and include actions necessary to implement them. The draft plan will include a matrix of prioritized next steps for county resilience, including potential funding sources and a timeline for implementation, as well as relevant maps, tables, and data. The Contractor or its consultant(s) shall submit the draft plan to the Department for review and approval.

Economic Resilience and Recovery Section: The consultant should include in the County Resilience plan an economic recovery section that provides background, analysis and recommendations on the needed processes, policies and regulations to have in place to increase the County's economic resiliency and speed post-disaster economic recovery. The Economic Resilience and Recovery Section should build off of and align with the 2020 Albany County Strategic Economic Development Report and should include:

- **Government Planning and Coordination:** The policies, roles, responsibilities and key relationships and coordination needs identified above for local, state and federal officials to have in place prior to a disaster to aid in recovery. This should include roles of key officials and any agreements that could be in place pre-disaster to assist in speeding critical infrastructure identification and rebuilding.
- **Business Planning and Coordination:** The roles, responsibilities and key relationships for government officials to have with businesses and institutions to have in place prior to a disaster to aid in recovery.
- Considerations to assist in minimizing economic disruptions.
- Essential objectives for community recovery post disaster
- Land use and other regulatory recommendations to implement prior to a disaster event that could help speed recovery.

The economic resilience and recovery section should: (1) outline specific resources and programs that are available to help Albany County and its partners in advancing recovery efforts; (2) summarize the background, analysis and recommendations for economic resilience and recovery; and (3) draft a community economic resilience and recovery priority action plan based on the planning efforts and categorize those activities that should be commenced within the first 5 years and ones that could begin in years 5-10.

Task 10: Public Meeting

In consultation with the Department, a public information meeting shall be conducted to solicit public input on the draft action plan. A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment.

Task 11: Final County Resilience Plan

The Contractor or its consultant(s) shall prepare the Final County Resilience Plan, incorporating, as appropriate, ideas and views received from the final public meeting and the project advisory committee. The draft final plan shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the final plan.

Task 12: MWBE Reporting: Ongoing reporting through NYSCS during the life of the contract.

Task 13: Project Status Reports

The consultant shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Task 14: Final Project Summary Report and Measurable Results forms

The consultant shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverable.

E. Facilitate a Community CRS Assessment

Consultant shall assist one interested Albany County community in preparing to participate in FEMA's Community Rating System (CRS). The selected community should be a community within the County which stands to benefit most from CRS participation and is likely to qualify for at least CRS Class 9.

As a part of this assessment, the consultant will work with the selected community to:

- Cross reference the FEMA mitigation planning requirements with the CRS planning requirements for repetitive loss properties.
- Document creditable CRS program qualifying activities.
- Assist the identified community in working through the *CRS Community Self-Assessment* to help the community better understand which CRS activities would most benefit them.
- Assist the community in drafting a letter to FEMA Region II that states the community's interest in CRS, designates the community's CRS coordinator, states that the community will cooperate with the verification process and documents that the community is implementing activities that warrant at least enough points to become a CRS Class 9 community. Develop a community plan for meeting the administrative requirements of the CRS program. This plan should provide a framework that may include ways to finance outside administrative support to implement and track the program if necessary.
- Assist the community in developing an implementation strategy for new floodplain mitigation activities that help to reduce risk and further qualify for added CRS program credits.
- Identify activities that can be undertaken at the county level to support municipal CRS efforts, such as developing outreach materials and programs that can be used by all jurisdictions.

RELEVANT PORTIONS FROM THE STATE CONTRACT:

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

ATTACHMENT A-1

AGENCY AND PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Agency Specific Clauses (revised 7/27/17) Program Specific Clauses (revised 9/7/18)

A. This Agreement has been entered into pursuant to the following understandings:

1. The State Smart Growth Public Infrastructure Policy Act in Article 6 of the Environmental Conservation Law lists eleven (11) Smart Growth Public Infrastructure Criteria and they include "to mitigate future physical climate risk due to sea level rise, and/or storm surges and/or flooding, based on available data predicting the likelihood of future extreme weather events, including hazard risk analysis data if applicable".
2. The Department of State (Department) solicited for and received applications for Countywide Resiliency Planning projects from eligible grantees.
3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Program Work Plan as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project.
4. State assistance and funds (Funding Amount set forth on the Face Page) for the State's share of costs relating to this Project (Attachment C Program Work Plan) are provided pursuant to an appropriation of funds for Smart Growth projects made in the New York State Capital Projects Budget.
5. The Contractor shall request payment and reimbursement of eligible and supportable costs incurred under this Agreement, on an interim basis, and each such payment request will be processed by the Department in accordance with relevant provisions set forth herein, together with the following terms:
 - a. The Department, upon approving each payment request, shall make an interim payment for eligible and supportable costs incurred by the Contractor.
 - b. The final payment request will not be processed by the Department prior to satisfactory completion of the Project.
 - c. The Department can withhold the final 10% of the total amount that may be funded by the State in accordance with this Agreement, until the satisfactory completion of the Project.
6. No liabilities are to be incurred beyond the contract period and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.

7. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the State may provide a no-cost time extension. The parties shall revise or complete the appropriate appendix form(s), which may be subject to approval of the Office of the State Comptroller.

8. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.

9. The Contractor shall submit with its request for final payment a Final Project Summary Report and a final Project Status Report on forms prescribed by the Department.

10. The Contractor shall submit a Project Status Report, on a form prescribed by the Department, on a semi-annual basis.

B. Additional Requirements for Construction Projects

1. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.

2. The State shall make periodic inspections of the project both during its implementation and after its completion to ensure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.

3. The Contractor shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

C. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents,

reports, and maps the following:

"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 3 of the Environmental Protection Fund."

I. Requirements for Contract GIS Products (1/17/13)

1. GENERAL MAP PRODUCT REQUIREMENTS The following general cartographic requirements must be adhered to by the Contractor:

a. Map Products and Supporting Data -- The Department requires delivery of digital map products, including all associated GIS and/or CAD digital files. Such materials must meet the specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section. Additionally, finished maps should also be provided in a format suitable for viewing and printing (e.g. PDF). If analog map products are required by the contract, they must meet specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS section.

b. Deliverable Format -- All digital map and attribute table files must be provided in ESRI Shapefile or Geodatabase file format including all associated metadata on Recordable CD or DVD, external hard drive, via email attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided as ArcInfo/GIS coverages or CAD files on the same media types upon approval of the Department. All other digital formats require prior approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.

c. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".

d. Map Accuracy -- All deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:20,000 this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not

conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.

e. Datums and Coordinate Systems-- All map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88). Unless otherwise specified in the RFP, UTM Zone 18 shall be used for data at scales smaller than 1 : 10,000 and State Plan shall be used for data at 1 : 10,000 scale and larger.

2. ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS The following cartographic construction requirements must be adhered to by the Contractor:

a. Edge-matching All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.

b. Common Boundaries All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.

c. Point Duplication -- No duplication of points that occur within a data string is permitted.

d. Connectivity Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.

e. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.

f. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.

g. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.

h. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.

3. DIGITAL-READY MAP PRODUCT REQUIREMENTS -- The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.

a. Base Map Media -- All maps must be created on mylar or other stable base material.

b. Map Scale All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1 If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600, or 1 : 100,000.

c. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.

d. Map Title and Legend The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the GENERAL MAP PRODUCT REQUIREMENTS above and the map scale.

e. Cartographic Quality The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section outlined above.

4. CONTRACT DATABASE STANDARDS

a. Delivery Media -- All database and tabular files must be provided on digital media as specified above in Deliverable Format.

b. Software Format -- Database and tabular files can be provided in Oracle, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.

c. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

J. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to; public meetings or hearings, relating to the Project.

K. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.

2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided the Department with appropriate documentation that Contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

ATTACHMENT C - WORK PLAN

Albany County Countywide Resiliency Plan

1. Project Description

Albany County (Contractor) will develop a Countywide Resiliency Plan to cover the entirety of Albany County, with particular emphasis paid to communities most likely to be impacted by climate change. The planning process will be divided into four planning phases: the first planning phase will establish a vision statement for the Countywide Resiliency Plan, determine resiliency needs and opportunities, and develop a community asset inventory; the second planning phase will assess the risk to community assets and develop resiliency strategies to reduce this risk; the third phase of the planning process will develop specific resiliency projects and a plan for their implementation; and the fourth phase will advance the plan from draft to final form. The Countywide Resiliency Plan will result in the development of specific, actionable projects that will increase Albany County's resilience and benefit the local economy.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. The materials must include the Department of State logo and the following acknowledgment:

"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 3 of the Environmental Protection Fund. "

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's contract number as indicated on the Face Page of this Contract and where applicable, the related task number from this Work Plan. Unless otherwise specified in the Work Plan tasks, the Contractor shall submit products in the following formats:

- Draft products: one electronic copy of each product must be submitted in Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution and Microsoft Word, if applicable.
- Final products: one electronic copy of each product must be submitted in PDF, created using 300 dpi scanning resolution and Microsoft Word, if applicable. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted.
- Electronic data for all Geographic Information System-based mapping products must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.
- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi and must be dated and captioned with the location and a brief description of the activity being documented.

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

4. Project Components

Task 7: Preparation of a Community Outreach/Participation Plan

The Contractor or its consultant(s), in cooperation with the project advisory committee, and other partners as appropriate, shall prepare a method and process to encourage community participation in the planning process. The outreach plan shall identify key individuals, organizations, and entities to be involved, and shall identify the roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of public meetings. All public meetings will be publicized in the community through press releases, announcements, digital media, municipal website postings, and any other appropriate means. A summary of each public outreach session will be made available in written form and through other appropriate means, such as municipal and/or project-specific websites. The outreach plan and all components are subject to review and approval by the Department.

Product: Community outreach plan submitted to the Department for review and approval.

Task 8: County Workshops

The Contractor or its consultant(s) shall conduct a series of community workshops throughout the County at times and locations identified through the project initiation meeting and public participation plan.

The community workshops will be used to:

- Introduce this planning initiative and goals for outcomes present a summary of completed and ongoing community planning projects and revitalization initiatives, as well as regional initiatives where relevant and of strategic value;
- present a preliminary inventory and analysis of existing conditions;
- identify important issues and opportunities;
- enable participants to reveal the ways in which they use and value community resources;
- establish a working consensus on a vision for the plan;
- explore alternative scenarios for development, incorporation of resilience strategies and conservation;
- establish short- and long-term priorities;
- identify projects and actions to implement those priorities;
- identify potential obstacles;
- develop strategies for continuing public participation throughout the implementation process;

All public meetings will be publicized through a variety of appropriate means, including press releases, announcements, digital media, municipal website postings, etc. Potential meeting dates shall be discussed with the project advisory committee and the Department at least two weeks prior to any meeting or workshop.

The Contractor and its consultant(s) shall prepare a draft report on each workshop that will provide an overview of public input received, reflecting key issues, ideas and views expressed.

Products: Written report of workshop activities, feedback and findings submitted to the Department for review and approval, prior to public posting.

Task 9: County Resilience Vision

The Contractor or its consultant(s) shall conduct a meeting of the Planning Committee to develop the County's Resilience Vision. The Contractor or its consultant(s) shall document feedback and develop a Vision Statement that summarizes county goals and objectives related to improving resilience to climate change risks and vulnerabilities. This Vision Statement shall guide all project work, including community and site assessment; analysis of constraints, needs and opportunities; and development of a strategy, action plan, and/or list of priority projects. The draft vision statement shall be provided to the

Department for review and approval.

Products: County Resilience Vision Statement

Task 10: Needs and Opportunities Assessment

The needs and opportunities assessment will be a stakeholder-driven process that involves outreach to local municipalities, businesses and non-profit groups. Surveys and/or questionnaires will be utilized as needed for both the needs and opportunities assessment and the community asset inventory.

Potential needs and opportunities that align with the principles include: improved communication during emergencies; homeowner education; revitalization of the housing stock in neighborhoods with existing infrastructure; streetscape and complete streets programs to capitalize on walkable downtowns and existing historic buildings; ensuring reliable access to health care for all citizens during extreme weather; developing a master database of vulnerable populations; maintenance of rivers and streams; and encouraging the redevelopment of brownfield sites rather than development of greenfield sites.

Draft assessments shall be provided to the Department for review and approval and the Contractor shall incorporate the Department's comments into the final assessment.

Products: Draft and Final Needs and Opportunities Assessment

Task 11: County Profile/Inventory of County Assets

Based on the review of existing planning documents, meetings with community leaders, and appropriate additional research and analysis, the Contractor or its consultant(s) shall develop a County Profile and an inventory of county assets, including narrative, maps and relevant data. Based on preliminary findings and the inventory and analysis, the Contractor and its consultant(s) shall also design workshop activities and prepare materials needed to conduct the community workshop. Draft profile and asset inventory shall be provided to the Department for review and approval and the Contractor shall incorporate the Department's comments.

Products: County profile and Inventory of County Assets with accompanying maps submitted to Department for review and approval.

Task 12: County Risk Assessment

The Contractor or its consultant(s) will conduct a risk assessment process by determining value rankings for the assets identified in the community asset inventory. Assets will be ranked as either low, medium, or high value. Loss of high-value assets would create severe impacts to the Community's long-term health and well-being or result in the loss of life or injury. Loss of medium-

value assets would cause hardship to the Community; however, these assets could be replaced without significant impact on the Community's long-term health. Loss of low-value assets can be overcome without substantial impact on the community's functioning.

In the second step of the risk assessment process, the Contractor or its consultant(s) will complete the risk analysis based on either the DOS Risk Assessment Tool or an equivalent assessment tool utilized by the consultant. The DOS risk assessment tool evaluates risk based on likelihood and magnitude of future storm events, local topographical and protective features, and the level of impairment and consequences from a storm event. Assets located in the extreme or high-risk area during the asset inventory will be analyzed during the risk assessment. As part of the risk assessment, the consultant will be asked to map community assets and their risk level at the jurisdictional level. The draft assessment shall be provided to the Department for review and approval and the Contractor shall incorporate the Department's comments.

Products: County risk assessment with accompanying maps submitted to Department for review and approval.

Task 13: Strategies for Increasing Resilience

Based on the county vision, needs and opportunities assessment, asset inventory and risk assessment, the Contractor or its consultant(s) shall develop strategies for increasing resilience. Resiliency strategies will address an identified need and set the stage for action, policies and projects.

While the resiliency strategies will be driven by the input of the Planning Committee, the following strategies will be suggested for consideration: Community Planning/Capacity Building, Economic Development, Health and Social Services, Housing, Infrastructure, and Natural and Cultural Resources.

The Contractor or its consultant(s) shall provide the draft strategies to the planning committee for review and comment. The subsequent draft will be provided to the Department for review and approval, and shall incorporate the Department's comments.

Products: Strategies for Increasing Resilience

Task 14: Resiliency Projects

The Contractor or its consultant(s) will develop resiliency projects based on the input from the planning committee, local municipalities and other stakeholders.

For each resiliency project that is identified, the consultant will develop a project profile that includes the following information: (1) project description; (2) municipality; (3) project location; (4) cost estimate; (5) type of request; (6) affiliated resiliency strategies; (7) anticipated timeframe; (8) project status; (9) anticipated project lead; (10) potential funding sources; (11) impact on

vulnerable populations; (12) economic growth co-benefits; and (13) relevant smart growth principle(s). Conceptual designs and preliminary engineering will be conducted to determine project feasibility for a limited number of priority projects.

To ensure progress is made on implementation of resiliency projects, a schedule for implementation will be developed with all projects and their anticipated timeframes. Project timeframes represent an anticipated start date that would occur after funding is secured. For many projects, regulatory reviews, detailed design processes, permitting, funding, and other pre-implementation actions will determine the final implementation schedule. A project phasing table will be developed to group projects into categories based on their length.

The Contractor or its consultant(s) shall provide the draft priority project profiles to the planning committee for review and comment. The subsequent draft will be provided to the Department for review and approval, and shall incorporate the Department's comments.

Products: Project profiles for increasing resilience

Task 15: Draft County Resilience Plan

The Contractor or its consultant(s) shall prepare a draft plan incorporating the approved products for the tasks above. The final draft plan will refine and prioritize strategies, recommended projects, and include actions necessary to implement them. The draft plan will include a matrix of prioritized next steps for county resilience, including potential funding sources and a timeline for implementation, as well as relevant maps, tables, and data. The Contractor or its consultant(s) shall submit the draft plan to the Department for review and approval.

Products: Draft County Resilience Plan submitted to the Department for review and approval.

Task 16: Public Meeting

In consultation with the Department, a public information meeting shall be conducted to solicit public input on the draft action plan. A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment.

Products: Public meeting held, minutes/summary of meeting prepared and submitted to the Department.

Task 17: Final County Resilience Plan

The Contractor or its consultant(s) shall prepare the Final County Resilience Plan, incorporating, as appropriate, ideas and views received from the final

public meeting and the project advisory committee. The draft final plan shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the final plan.

Products: Final County Resilience Plan submitted to the Department for review and approval.

Task 18: MWBE Reporting

In accordance with Attachment A-I, Part I, Section M, Paragraph 6, Contractor shall be required to use the New York State Contract System ("NYSCS") to record payments to subcontractors (including a breakdown of payments issued to state-certified MWBE firms) and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations in relation to funds used pursuant to this Agreement. Contractor shall be required to submit utilization plans in paper format until such time as submission is made available through the NYSCS and notification of such availability is provided to Contractor by the State. Upon such notification by the Department, Contractor shall submit required utilization plans through the NYSCS. So long as Contractor complies with the reporting requirements stated above in the manner directed by the Department, the requirement of Attachment A-I, Part I, Section M, Paragraph 6 for paper filing of Quarterly Reports shall be waived. Technical assistance for use of the NYSCS system can be obtained through the NY SCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

In the event Contractor does not have the capacity to use the NYSCS in the manner required above, an exception may be granted by the Department of State upon Contractor's written request and showing of good cause to allow for paper reporting. If such an exception is granted by the Department of State, paper reporting in a manner and form directed by the Department shall be required including but not limited to the submission of Quarterly MWBE Contractor Compliance Report (Form F) forms in accordance with Section M, Paragraph 6, of Attachment A-I.

Products: Ongoing reporting through NYSCS during the life of the contract.

Task 19: Project Status Reports

The Contractor or its consultant(s) shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 20: Final Project Summary Report and Measurable Results forms

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms submitted to DOS.

5. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and sub consultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all-important meetings for the duration of this contract. will receive approval from the Department before purchase of any equipment. will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract # as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in project initiation meeting and attend meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents. Department approval must be obtained before construction may begin.

SCHEDULE B
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

4. Professional Liability Insurance: A policy or policies of professional liability insurance with limits of not less than \$1,000,000.