

**Victoria Storrs**  
Chair

**David Kidera**  
Vice Chair

**Richard Kotlow**  
Treasurer

**Edward W. De Barbieri**  
Secretary

**Victor Franco**  
Member

**Georgette Steffens**  
Member

**Chris Welch**  
Member



**Town of Bethlehem  
Industrial Development Agency**  
445 Delaware Avenue  
Delmar, NY 12054  
(518) 439-4955  
[info@bethlehemida.com](mailto:info@bethlehemida.com)  
[www.bethlehemida.com](http://www.bethlehemida.com)

**Catherine M. Hedgeman, Esq.**  
Executive Director  
Agency Counsel  
(518) 752-3111

**Allen F. Maikels**  
Chief Financial Officer  
Contracting Officer  
(518) 487-4679

**John W. Taylor**  
Senior Economic Developer  
(518) 439-4955 x1189

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**Board Meeting Agenda**  
**Wednesday February 28, 2024 | 8:00am | Bethlehem Town Hall Room 101A**  
**Livestream:**  
<https://us02web.zoom.us/j/85100733919?pwd=cStxekJMOTNXWUc2TGNVc2I4YIBBUT09>

- I. Call to Order/Roll Call/Quorum Approval (Storrs)**
- II. Approval of Minutes from the January 31, 2024 Board Meeting**
- III. Financial Report (Kotlow and Maikels)**
  1. Approval of the January 2024 Financials
- IV. Updates from John Taylor, Senior Economic Director**
- V. New Business**
  - A. Items For Action**
    1. Resolution to Approve Contract with CPL Architects, Engineers, and Landscape Architect D.P.C.
- VI. Adjourn**

## **2024 MEETING DATES**

Wednesday: January 31, 2024

Wednesday: February 28, 2024

Wednesday: March 27, 2024

Wednesday: April 17, 2024

Wednesday: May 22, 2024

Wednesday: June 26, 2024

Wednesday: July 24, 2024

Wednesday: August 28, 2024

Wednesday: September 25, 2024

Wednesday: October 23, 2024

Wednesday: November 20, 2024

Wednesday: December 11, 2024

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**BETHLEHEM IDA**

TOWN OF BETHLEHEM  
ALBANY COUNTY, NEW YORK

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\*\*\* Please be advised that the Audio Recording of this meeting was interrupted several times and this made it difficult to transcribe minutes

**Board Meeting Minutes**

**Wednesday, January 31, 2024 | 8:00am | Bethlehem Town Hall Room 101A**

**Livestream:**

<https://us02web.zoom.us/j/85100733919?pwd=cStxekJMOTNXWUc2TGNVc2I4YIBBUT09>

**I. Call to Order/Roll Call/ Quorum Approval**

The annual meeting of the Town of Bethlehem Industrial Development Agency was held on the above date at the Town Hall, 445 Delaware Avenue, Delmar, New York. The meeting was called to order at 8:00 a.m. The roll was called, and members present were:

Victoria Storrs, Chair

D. Kidera

V. Franco

E. De Barbieri

R. Kotlow

G. Steffens

C. Welch

Also present:

Al Maikels, Chief Financial Officer

Catherine M. Hedgeman, Esq. Executive Director and Agency Counsel John Taylor, Senior Economic Developer

**II. Approval of Minutes from the December 21, 2023 Board Meeting**

Members moved to approve the December 21, 2023 minutes.

**III. Financial Report**

Mr. Kotlow provided the Financial Report for December 2023.

**IV. Updates from John Taylor, Senior Economic Director**

Mr. Taylor explained that the RFP was opened during the fall 2023. Interviews have been conducted. Mr. Taylor explained that CPL was favored for a number of reasons; he mentioned their experience, work samples, work completed with other IDAs, and their overall approach to the upcoming project. Ms. Hedgeman requested that the board have a discussion regarding CPL, with approval to follow.

Ms. Storrs made a motion to award the contract to CPL, seconded by Ms. Steffens with all members present in favor.

**V. Executive Director Updates**

**1. NYS EDC Conference February 13-14**

- 2. Governance Review Schedule :** Ms. Hedgeman stated that the board would begin a review of all policies and procedures.

**VI. Old Business**

**A. Items for Discussion**

**1. Recommendations for purchase of insurance**

Ms. Hedgeman recommended the purchase of General liability and Directors & officer insurance. The board approved the purchase.

**VII. New Business**

**A. Items for Discussion**

**1. Training Dates/ Strategic Planning**

Ms. Storrs mentioned that it will likely be best to schedule training for the month of April. Ms. Hedgeman stated that a poll may be posted on the BellesBoard site in order to coordinate dates.

**2. Compliance Discussion**

- a. Mission Statement Performance Measures**
- b. Operations and Accomplishments**
- c. Assessment of Internal Controls**
- d. Fiduciary Duty Acknowledgement**
- e. Conflict of Interest Policy/forms**
- f. Board self-evaluation**



Ms. Hedgeman reviewed the above-mentioned annual compliance items with the board.

A motion was made at 9:10am to enter into Executive Session to discuss pending litigation regarding the Albany Port District Commission lawsuit.

The Board adjourned from Executive Session at 9:22 am. No action was taken.

**VIII. Adjourn**

The meeting was adjourned at 9:25 am.

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY  
STATEMENT OF NET ASSETS  
January 31, 2024

ASSETS	January 31,2024
Current Assets	
Checking/Savings	
200.04 Cash-M&T Bank Agency Account	275,808.65
200.06 Cash-M&T CD	769,184.40
200.07 Cash-Citizens CD	200,000.00
200.02 Cash-Trustco CD	200,000.00
200.08 Cash- Key Bank CD	200,000.00
Total Checking/Savings	<u>1,644,993.05</u>
Other Current Assets	
380 Fee Receivable	175,985.66
480 Prepaid Expense	2,360.42
Total Other Current Assets	<u>178,346.08</u>
Total Current Assets	<u>1,823,339.13</u>
<b>TOTAL ASSETS</b>	<u><u>1,823,339.13</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabili 601 Accrued Expenses	<u>18,494.30</u>
Total Current Liabilites	<u>18,494.30</u>
Total Liabilities	<u>18,494.30</u>
Equity	
924 Net Assets	
924.3 Net Assets-Unassigned	1,804,844.83
Total 924 Net Assets	<u>1,804,844.83</u>
Total Equity	<u>1,804,844.83</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,823,339.13</u></u>

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY  
STATEMENT OF REVENUE AND EXPENSES  
January 31, 2024

ORDINARY INCOME/EXPENSE

Income

2116 FEE INCOME 134,225.60

2116.1 PSEG ENERGY REIMB 23,560.06

Total Income 157,785.66

Expenses

6460.4 Contractual Expenses 20,076.79

6460.5 Business & Economic Development 363.58

Total Expenses 20,440.37

NET ORDINARY INCOME 137,345.29

Other Income/Expense

Other Income

2401 Interest Income 435.17

Total Other Income 435.17

NET INCOME 137,780.46

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY  
BUDGET VS ACTUAL  
January 31, 2024

	Jan-24	YTD Budget	Variance	Annual Budget
Ordinary Income/Expense				
Income				
2116 Fee Income	134,225.60	177,267.67	-43,042.07	210,726.00
2106.1 PSEG Energ Reimb	23,560.06	3,333.33	20,226.73	40,000.00
Total Income	157,785.66	180,601.00	-22,815.34	250,726.00
Expenses				
6460.4 Contractual Expenses	20,076.79	11,625.01	-8,451.78	144,000.00
6460.5 Business and Economic Dev	363.58	12,149.99	11,786.41	145,800.00
Total Expenses	20,440.37	23,775.00	-3,334.63	289,800.00
Net Ordinary Income	137,345.29	156,826.00	-19,480.71	-39,074.00
Other Income/Expense				
2401 Interest Income	435.17	3,333.33	-2,898.16	40,000.00
Total Other Income	435.17	3,333.33	-2,898.16	40,000.00
Net Income	137,780.46	160,159.33	-22,814.04	926.00

**Town of Bethlehem Industrial Development Agency**

**RESOLUTION TO APPROVE CONTRACT FOR INDUSTRIAL SITE SURVEY**

A regular meeting of Town of Bethlehem Industrial Development Agency (the “Agency”) was convened in public session at the offices of the Agency located at the Town of Bethlehem Town Hall located at 445 Delaware Avenue in the Town of Bethlehem, Albany County, New York on February 28, 2024, at 8:00 o’clock, a.m., local time.

The meeting was called to order by the Chair and, upon roll being called, the following members of the Agency were:

**PRESENT:**

Victoria Storrs	Chair
Richard Kotlow	Treasurer
David Kidera	Member
Victor Franco	Member
Edward DeBarbieri	Member
Georgette Steffans	Member
Chris Welch	Member

**ABSENT:** R. Kotlow

**AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:**

Catherine Hedgeman, Esq.	Executive Director, Assistant Secretary and Agency Counsel
Allen F. Maikels	Treasurer, Chief Financial Officer and Contracting Officer
John Taylor	Senior Economic Developer

The following resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to wit:

WHEREAS, Town of Bethlehem Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 582 of the 1973 Laws of New York, as amended, constituting Section 909-b of said General Municipal Law (said Chapter and the

Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of commercial, manufacturing and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

**WHEREAS**, the Agency issued a Request For Proposals (RFP) for an Industrial Site Inventory and Assessment on October 30, 2024; and

**WHEREAS**, in response to the RFP, CPL submitted a proposal dated December 8, 2023, a copy of which is attached hereto as Appendix A; and

**WHEREAS**, the proposal was reviewed and ranked by Agency staff and Agency Counsel and then presented to the Agency Board at its January 31, 2024 meeting; and

**WHEREAS**, CPL has demonstrated that it is qualified and has the capacity to perform the work requested and the proposal represents the best value for the services requested; and

**WHEREAS**, the proposed contract attached hereto as Appendix B has been submitted to the Agency and reviewed by Agency Staff and Counsel; and

**NOW, THEREFORE, BE IT RESOLVED** by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

- (a) That the contract attached hereto as Appendix B is approved;
- (b) That the Executive Director and Agency Counsel and Senior Economic Developer are authorized and directed to execute the contract and make payment pursuant to the terms of the contract;

Section 2. This resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Victoria Storrs	Chair	YES
Richard Kotlow	Treasurer	YES
David Kidera	Member	YES
Victor Franco	Member	YES
Edward DeBarbieri	Member	YES
Georgette Steffans	Member	YES

Chris Welch

Member

YES

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK        )

)SS.:

COUNTY OF ALBANY        )

I, the undersigned Secretary of Town of Bethlehem Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on February 28, 2024 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Catherine M. Hedgeman, Assistant Secretary

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY – REQUEST FOR PROPOSALS

**INDUSTRIAL SITE INVENTORY & ASSESSMENT**

DUE DATE: FRIDAY, DECEMBER 8, 2023, 2PM

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## **1. Purpose & Objective**

The purpose of this Request for Proposals (RFP) is to receive competitive proposals from qualified site selection and engineering consultants who are interested in conducting an industrial site inventory and assessment study for the Town of Bethlehem Industrial Development Agency (“BIDA”). Preference will be given to applicant teams with both site selection experience and engineering experience (engineering experience in Capital Region preferred.)

The Bethlehem Industrial Site Inventory & Assessment (“study”) will provide the BIDA with detailed data and analysis of industrial-zoned parcel conditions, which will ultimately help inform efforts to identify and support the preparation of shovel-ready development sites—in cooperation with property owners—to advance job creation and expand the tax base.

## **2. Background**

In the past few years, the Town of Bethlehem, New York has attracted two of the most prominent industrial projects in the Capital Region. Plug Power, in partnership with Columbia Development, constructed a new 400,000 square foot facility in Slingerlands to manufacture its GenDrive hydrogen fuel cell product. At the same time, the Port of Albany is developing an offshore wind tower manufacturing facility on land it acquired in Bethlehem, to be operated by a joint venture between the companies Marmen and Welcon. Collectively, the two projects will result in the creation of more than 2,100 new, high-paying jobs. These projects build on a longstanding existing base of industrial operations in Bethlehem such as Owens Corning, SABIC, PSEG, Air Products, and a range of other small-to-midsize industrial facilities.

With the success of these projects, however, Bethlehem now faces a new challenge for future economic development: a thin bench of shovel-ready development sites for industrial projects. Shovel-ready sites—those with infrastructure, utilities, and environmental pre-permitting in place—are a necessity today to compete for significant economic development projects (the shovel-ready status of Vista Technology Park was critical in attracting Plug Power.) Such projects are critical not only for creating new, high-paying jobs, but also for strengthening and diversifying the Town’s tax base and specifically reducing the dependence on residential

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property taxes. The Town's [2022 Comprehensive Plan](#) directly calls for the advancement of industrial development in the Industrial (I), Rural Light Industrial (RLI), and Mixed Economic Development (MED) zoning districts.

The BIDA and the Town, in partnership with regional and state economic development partners, have a number of tools to help make sites shovel-ready. These include preparing a generic environment impact statement (GEIS) for a site or collection of sites, improving roads and transportation access, coordinating new utility service, and more. In order to make the most well-informed investments of time and resources into specific sites, though, the BIDA first wants to conduct an in-depth, comprehensive inventory of parcels in the aforementioned industrial-zoned districts (see Appendix A) to examine their suitability for development.

### 3. Project Team & Advisory Board

The project will be managed by Town of Bethlehem Economic Development & Planning staff, including the Director of Planning and Senior Economic Developer. The consultant will work closely with Town staff through all phases of the study. The BIDA board will oversee the project. The Board meets on the fourth Wednesday of each month. The consultant's schedule should include attendance at board meetings associated with project milestones.

### 4. Scope of Work

The BIDA is seeking the services of a consultant to work with Town staff as a team to conduct a successful study. The tasks provided below are general requirements for the study, and are intended to establish expectations of the project scope. It is expected that the chosen consultant will provide more specific recommendations for approaches, tasks and deliverables based on their experience and expertise from past work on similar projects. Upon selection of a consultant a more formal scope including schedule, tasks and deliverables will be developed by the consultant and staff.

Any and all documents, images, maps, or anything of the like created during the study will become the property of the BIDA to use in whatever way it sees fit. This could include, but not limited to marketing, advertising, use on its website, etc. The BIDA reserves the right to alter any aspect of the finalized documents adopted at the end of this project.

#### Task 1: Project initiation and information gathering

- A. **Project schedule:** As part of its proposal, the Consultant shall present a proposed project schedule with estimates for each task's duration, related deliverables and stakeholder engagement elements, costs, and proposed completion date. It is anticipated that the study will take approximately 8-10 months to complete following the execution of the contract.
- B. **Project kickoff meeting.** Conduct in-person meeting with project team to review project administration—work plan, desired outcomes, expectations, project budget, schedule—as

well as substantive information sharing from staff—history, zoning, current projects, challenges and opportunities.

- C. **Tour.** Staff will conduct tour with consultant of industrial-zoned districts and example parcels and projects.
- D. **Past plan review.** [2022 Comprehensive Plan](#); [2023-27 regional Comprehensive Economic Development Strategy](#); [2008 Route 9W Corridor Study sections related to Selkirk Bypass](#); 2008/2011 economic development framework/strategy; 2008 Clapper Road Area Interchange Feasibility Study. County and regional studies, as appropriate, to be determined by Town and consultant.
- E. **Focus group with economic development partners.** Discussion with representatives from Advance Albany County Alliance, Center for Economic Growth, Empire State Development, Capital Region Transportation Council, and others as determined by staff and consultant about trends they have seen in industrial site selection and opportunities for the region.

## Task 2: Parcel inventory and assessment

- A. **Baseline data.** Staff will provide consultant with a spreadsheet of parcels in the study areas. Data will include parcel ID, zoning, land use, ownership, acreage/square footage, water/sewer connectivity, etc. The study area includes parcels in the Industrial, Rural Light Industrial, and Mixed Economic Development zoning districts under the current Town of Bethlehem Zoning Code, as well as any additional areas identified as Heavy Industrial, Light Industrial, and Mixed Industry in the 2022 Comprehensive Plan Future Land Use Map.
  - Parcels meeting the following criteria will be excluded from the study area:
    - Residential parcels less than 2 acres;
    - Parcels outside the Industrial zoning district without potential access to municipal water.
- B. **Detailed list of site characteristics and evaluation methodology.** Consultant will prepare a list of additional characteristics that the study will assess for each parcel and a methodology for evaluating those characteristics. Consideration should be given to the order in which site characteristics should be reviewed (for example, if the presence of one characteristic impacts another, or if a certain characteristic would make a site particularly unlikely to be developed.) The methodology should include a procedure to rank parcels for development potential.

Examples of characteristics include, but are not limited to, public water/sewer utilities, topography, geotechnical conditions, wetlands, electric and gas availability/capacity, and road access/conditions. Also to be considered should be issues such as proximity to other types of non-industrial/commercial land uses. Consultant should draw on its past experience/knowledge of general site selection criteria and industry-specific site selection criteria in the following target industries:

- Manufacturing
  - Clean energy, particularly offshore wind and hydrogen
  - Semiconductors
  - Materials processing
  - Industrial machinery
  - Pharmaceuticals/biotech
- Distribution
  - General warehousing and distribution
  - Transloading

Industry focus should consider needs for suppliers in those industries, particularly for clean energy and semiconductors. Consultant should also ensure alignment with FAST NY Shovel-Ready Certification guidelines.

- C. **Compilation and assessment of site characteristics data and maps.** The primary deliverable is an Excel spreadsheet with data and scoring for the characteristics identified in the prior task for each parcel, along with maps to visualize parcel rankings and development potential. Spreadsheet should include brief commentary about parcels as needed. In addition to maps prepared the consultant, the consultant should provide BIDA with underlying GIS files and the spreadsheet should be prepared for future GIS use by BIDA. Given the number of parcels and implications of securing site access, the expectation is that this will primarily be a desktop analysis, with offsite visual assessment if needed/appropriate or with landowner permission for site access
- D. **Summary of findings and recommendations.** The secondary deliverable is a written summary of findings from the assessment. The report should describe the purpose of the study and the methods and approach; provide a general summary of the data; highlight sites that scored highly for development potential; discuss notable findings regarding suitability for certain industries; identify environmental permitting needs; identify important themes, obstacles, and opportunities, that emerged from the analysis; and provide recommendations to the BIDA about how to best utilize the study and advance industrial economic development in Bethlehem.

### Task 3: Community engagement

- A. **Community engagement plan:** Consultant will prepare a plan that describes the public outreach and participation efforts with property owners, related stakeholders, the public, and the advisory board. Composition and details of these groups described in 3B, 3C, and 3D. Plan shall identify key individuals, organizations, and entities to be involved, and shall identify roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of the proposed public outreach and participation efforts.

- B. **Property owners and business representatives:** Stakeholders will be drawn from the process outlined in 2A and 2B, identifying property owners, business representatives, and other related stakeholders related to the industrial parcels being studied. Engagement should include a mix of focus groups, interviews, and meetings to both share information about the project and learn from stakeholders about key issues and opportunities.
- C. **Public.** Consultants should specify the number of public meetings or workshops (minimum of 2) to be held during the project process, in order to engage the public. The consultant may not be able to specify firm details concerning the public meetings in the proposal, but the proposal should include the number of public meetings assumed when putting together the proposal. The consultant shall attend meetings and should also prepare and conduct presentations as appropriate.
- D. **IDA board.** The BIDA board will oversee the project. The Board meets on the fourth Wednesday of each month. The consultant's schedule should include attendance at board meetings associated with project milestones.

## 5. Submittal Requirements

The consultant shall submit the proposal by email to John Taylor, Senior Economic Developer, at [jtaylor@townofbethlehem.org](mailto:jtaylor@townofbethlehem.org). For files larger than 10MB, please upload the file to a file sharing service (Dropbox, Google Drive, etc.) and provide a link, rather than attaching the file to the email.

The deadline to submit proposals is no later than Friday, December 8, 2023 at 2:00 PM.

### Proposal Format and Requirements

Proposals should contain the following information:

1. Title Page: Provide the name of your firm, address, telephone and name of contact person on a title page
2. Letter of Transmittal: Provide a complete statement regarding the understanding of the project and your interest in working with Bethlehem. Provide information on the size, location, available resources of the firm and brief discussion on past experiences related to the project (including relevant prior work in the Town of Bethlehem, if any.) The transmittal letter shall be signed by a duly authorized officer or agent empowered with the right to bind the consultant submitting a proposal for consideration.
3. Project Team: Identify the project team (including sub-consultants and associates) and provide a statement of qualifications for each individual, including information such as: education, professional registrations, area of expertise and years of service in their respective field. Identify the project manager with overall responsibility for the effort and communication with staff and include an organization chart.
4. Work Samples: List and provide in electronic format only (either a webpage link to the document or other electronic format) up to three (3) examples of similar projects recently

completed by the consultant. Identify the client and contact information. Identify consultant project team members.

5. Methodology and Approach: Provide a description of the method and approach your firm intends to utilize.
6. Schedule: Include a detailed phasing and task list and estimated completion time of each task. The schedule shall include estimated duration for each proposed task. Provide an estimated start date and completion date, based on an estimated consultant selection date of January 24, 2023.
7. References: Submit names, e-mails and telephone numbers of other municipal officials that we may contact to verify performance similar projects recently completed by your firm as identified under the Firm Background section of the proposal submittal.
8. Verify Firm Capacity: Provide a statement verifying your ability to begin work on the study and complete the tasks within the timeframes identified in the Methodology and Approach section of the submitted proposal based on your firm's current work load and capacity.
9. Cost Proposal: Submit a not-to-exceed cost breakdown and proposal, including travel and material expenses, for the work identified by the consultant in the Methodology and Approach and Timeframe sections of the proposal submittal. The costs should be broken out with separate amounts provided for completion of each task. The cost proposal shall include hourly not-to-exceed rates for each category of staff involved. A separate fee for each Task shall be provided so all responses can be evaluated comparatively.
10. Supporting Information (Optional): Provide other supporting information you feel may help us further evaluate your qualifications and fit for completing the study.

## **Tentative Schedule**

The tentative schedule for this Request for Proposals is as follows:

- Release of RFP: Monday, October 30, 2023
- Deadline for Questions: Wednesday, November 15, 2023
- Question Responses and/or Addenda to RFP: Monday, November 20, 2023
- Proposal Submission Deadline: Friday, December 8, 2023 (by 2pm)
- Selection Reviews Complete: Monday, December 18, 2023
- Consultant Interviews: Wednesday, January 3, 2024 – Wednesday January 10, 2024
- Recommendation Presented to BIDA Board for Approval: January 24, 2024

## Questions

The deadline for questions regarding the proposal is Wednesday, November 15, 2023. Questions can be directed to John Taylor by e-mail only at [jtaylor@townofbethlehem.org](mailto:jtaylor@townofbethlehem.org). Responses to questions and/or addenda determined to be required by staff to further clarify this RFP will be posted to the BIDA website no later than Monday, November 20, 2023.

## 6. Evaluation and Consultant Selection

### Selection Process

The BIDA will follow the process below to select the consultant for the study:

1. Each proposal submitted within the deadline will be reviewed to ensure whether all required materials have been submitted according to the guidelines set forth in this RFP. All proposals that do not meet minimum requirements will be rejected.
2. Staff will review the submitted RFPs based on predetermined evaluation criteria, as identified later in this Section. The qualifications of each consultant and all submitted materials will be evaluated for compliance with the requirements and conditions contained in this RFP.
3. After staff completes its evaluation of the submitted proposals, it will narrow down the proposals to a “short list” of consultants selected to take part in an interview process. This interview process will include a brief presentation by the consultant and a question and answer session with staff. All costs related to the interview process will be the responsibility of the consultants being interviewed.
4. Staff will present the recommended consultant to the BIDA board for approval at the January 24, 2024 BIDA regular meeting.

### Evaluation Criteria

Project Team Resumes: 20%

Work examples: 30%

Proposed Methodology and Approach: 25%

Schedule and Completion Date: 5%

Cost Proposal: 20%

**Total: 100%**

## 7: Other Terms, Conditions, and General Provisions

### 7.1 Statement of Limitations

This RFP, all Responses to this RFP, and any relationship between the BIDA and Respondents arising from or connected or related to this RFP, are subject to the specific limitations and representations expressed below, as well as the terms and conditions contained elsewhere in this RFP. By responding to this RFP, Respondents are deemed to accept and agree to the included Statement of Limitations. By submitting a response to this RFP, Respondent acknowledges and accepts the BIDA's rights as set forth in this RFP, including, without limitation, the Statement of Limitations.

- A. By responding to this RFP, Respondents are deemed to accept and agree to this Statement of Limitations.
- B. The issuance of this RFP and the submission of a Response by any Respondent or the acceptance of such Response by the BIDA does not obligate the BIDA in any manner whatsoever with regard to development of the Site. The BIDA will only incur such obligations upon the execution of a formal contract by the BIDA and the Designated Developer.
- C. All information submitted in response to this RFP, including accompanying documents, is subject to the Freedom of Information Law (FOIL) found in Article 6 of the N.Y. Public Officer Law. FOIL provides that certain records are exempt from disclosure, including those that contain trade secrets, (2) information that, if disclosed, would cause substantial injury to the competitive position of Respondent, or (3) critical infrastructure information. Respondents should identify portions of their Responses and accompanying documents they believe fall under these exemptions by submitting their Responses in both redacted and un-redacted form. Records may be redacted to protect only the portions of documents that fall within a FOIL exemption. An entire document may not be withheld if only a portion of the document is exempt from disclosure. Along with the redacted version, Respondents may provide a detailed justification for the portions of their Response they believe fall into the exemptions discussed above. Blanket assertions that information is a trade secret, confidential, or proprietary are insufficient to justify withholding information under FOIL. The identified information will be reviewed, and a determination will be made as to whether the information is exempt from disclosure under FOIL. The State's determination may be appealed pursuant to POL §89(5)(c). Please note that if Respondents do not submit a redacted version, their Responses may be released in un-redacted form if requested under FOIL.
- D. The BIDA reserves the right to (a) amend, modify, or withdraw this RFP in its sole discretion; (b) revise any requirements of this RFP; (c) reject any or all Responses received in response to this RFP; (d) make an award under this RFP in whole or in part; (e) require the replacement of a contractor or subcontractor due to delay in performance or failure to perform; (f) disqualify any Respondent whose conduct and/or Response fails to conform to the requirements of this RFP; (g) seek clarifications and revisions of



Responses; (h) use Response information obtained through interviews and its investigations of a Respondent's qualifications, experience, ability or financial standing, and any material or information submitted by the Respondent in response to the BIDA's request for clarifying information in the course of evaluation and/or selection under this RFP; (i) prior to the Response selection, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (j) prior to the Response selection, direct Respondents to submit Response modifications addressing subsequent RFQ amendments; (k) change any of the scheduled dates; (l) eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Respondents; (m) waive any requirements that are not material; (n) negotiate with the selected Respondent within the scope of the RFP in the best interests of the BIDA; (o) conduct contract negotiations with the next responsible Respondent, should the BIDA be unsuccessful in negotiating the selected Respondent; (p) utilize any and all ideas submitted in the Responses received; and (q) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Respondent's Response and/or to determine a Respondent's compliance with the requirements of this RFP.

- E. The BIDA may exercise the foregoing rights at any time without notice and without liability to any Respondent or any other party for its expenses incurred in the preparation of responses hereto or otherwise. Responses hereto will be prepared at the sole cost and expense of each Respondent.
- F. The BIDA reserves the right to retain and use all the materials and information, and the ideas, suggestions therein, submitted in response to this RFP (collectively, the "Response Information") for any purpose. Each Respondent must grant an unconditional and perpetual license without charge to the BIDA to use any copyright or other legally protected rights in and to the Response Information. By submitting a Response, each Respondent waives any and all claims against the BIDA relating to the retention or use of the Response Information.
- G. This RFP shall not be construed in any manner to implement any of the actions contemplated herein, nor to serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing a Response. The BIDA will not be responsible for any costs incurred by Respondents related to preparing and submitting a Response in response to this RFP, attending oral presentations, or for any other associated costs.
- H. To the best of the BIDA's knowledge, the information provided herein is accurate. Respondents should undertake appropriate investigation in preparation of Responses.
- I. Should the BIDA determine that negotiations with a selected Respondent will not result in an executable contract, the BIDA may begin negotiations with a different Respondent without again requesting Responses.



## 7.2 Required Disclosures

Each Respondent shall complete and execute Exhibit D to this RFP. In Exhibit D, each Respondent must disclose, if applicable:

- a) Its inability or unwillingness to meet any requirement of this RFP. Specific exceptions or additions should be included as an attachment to Exhibit D;
- b) If it is listed on the State of New York's Debarment List;
- c) If it is ineligible under any applicable law or regulation to be awarded the contracts because of occupational safety and health law violations;
- d) All unresolved and pending arbitrations and litigation matters in which the Respondent or any of its principals (regardless of place of employment) has been involved within the last ten (10) years;
- e) All criminal proceedings in which the Respondent or any of its principals (regardless of place of employment) has ever been the subject; and
- f) Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of Responses or bids or the performance of work on public works projects or contracts. A Respondent's acceptability based on these disclosures lies solely in the BIDA's discretion.

## 7.3 Legal Status

Each Respondent shall submit a completed Legal Status Form that is attached as Exhibit E to this RFP. If a Respondent is a corporation, limited liability company or other business entity that is required to register with the New York Secretary of State's Office, it must have a current registration on file with that office and be in good standing in its jurisdiction of incorporation. The BIDA may, in its sole discretion, request acceptable evidence of any Respondent's legal status. The BIDA further reserves the right to require indemnifications and guaranties within the contracts and lease from principals and/or parent companies of the provider.

## 7.4 Presumption of Respondent's Full Knowledge

Each Respondent is responsible for having read and understood each document in this RFP and any addenda issued by the BIDA. A Respondent's failure to have reviewed all information that is part of or applicable to this RFP shall in no way relieve it from any aspect of its Response or the obligations related thereto. Each Respondent is further deemed to be familiar with and is required to comply with all federal, state and local statutes, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein. By submitting a Response, each Respondent represents that it has thoroughly examined and become

familiar with the scope of work outlined in this RFP, and it is capable of performing the work and executing the contracts necessary to achieve the BIDA's objectives.

## **7.5 Compliance with Immigration Laws**

By submitting a Response, each Respondent confirms that it has complied, and during the term of the contracts and the lease contemplated by this RFP will comply, with the Immigration Reform and Control Act ("IRCA") and that each person the Respondent employs and/or provides services through under the contracts and the lease will at all times be authorized for employment in the United States of America. Each Respondent confirms that it has properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned to work on the Project or perform services under the contracts and that it will require each subcontractor of the Respondent, if any, to confirm that it has a properly completed Form I-9 for each person who works on the Project or performs services under the contracts.

The selected Respondent shall defend, indemnify, and hold harmless the BIDA and its respective employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Indemnified Parties related to or arising from the obligations under IRCA imposed upon the selected Respondent or any of its subcontractors. The selected Respondent shall also be required to pay any and all attorney's fees and costs incurred by the Indemnified Parties in enforcing any of the selected Respondent's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligation shall survive the termination or expiration of the contracts and the lease.

## **7.6 Advertising**

The selected Respondent shall not name the BIDA in its advertising, news releases, or promotional efforts without the BIDA's prior written approval. If it chooses, the selected Respondent may list the BIDA in a statement of references or similar document required as part of its response to a public procurement. The BIDA's permission to the selected Respondent to do so is not a statement about the quality of the selected Respondent's work or the BIDA's endorsement of the selected Respondent.

## **7.7 Non-Collusion Bidding Certificate**

Each Respondent shall submit a completed Non-Collusion Bidding Certificate that is attached as Exhibit F to this RFP.

## 7.8 Iran Divestment Act

Each Respondent shall submit an executed Iran Divestment Act Certification that is attached as Exhibit E to this RFP.

## 7.9 Vendor Responsibility

All Respondents to this RFP must be “responsible,” which in this context means that they must have the requisite financial ability, organizational capacity, and legal authority to carry out its obligations under this RFP, and in addition must demonstrate that both the Respondent and its principals have and will maintain the level of integrity needed to contract with New York State entities such as the BIDA. Further, the Respondent must show the satisfactory performance of all prior government contracts. Accordingly, all contracts and any other related agreements to be entered into between the BIDA and the selected Respondent, if any, shall include clauses providing that the selected Respondent remain “responsible” throughout the term of such contract(s), that the BIDA may suspend such contract(s) if information is discovered that calls into question the responsibility of the contracting party, and that the BIDA may terminate such contract(s) based on a determination that the contracting party is non-responsible.

## 7.10 Indemnification

The selected Respondent shall defend, indemnify and save harmless the BIDA, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys’ fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected Respondent, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

By responding to this RFP, all Respondents shall defend, indemnify and save harmless the BIDA and its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys’ fees) arising out of, or in consequence of, such Respondent’s use of any proprietary information in their respective Responses.

### **Minimum Insurance Requirements:**

The selected Respondent will be required to provide the following insurance (at a minimum and to the extent applicable):

1. Commercial General Liability of \$1 million per occurrence and \$2 million in the aggregate;
2. If you are using a vehicle in business, Commercial Automobile insurance with a limit of not less than \$1 million;
3. Must show evidence of Worker’s Compensation & Employer’s Liability insurance at State statutory limits;

4. Must show evidence of Disability insurance coverage at State statutory limits;

The Town of Bethlehem Industrial Development Agency, must be named as an additional insured on a primary and non-contributory basis on all of the following policies: Commercial General Liability and Auto Liability. All policies above should include a waiver of subrogation in favor of Town of Bethlehem Industrial Development Agency and the Town of Bethlehem.

### **7.11 Affirmative Action**

As required by Executive Law § 312, and in compliance with the BIDA's procurement policy, any contractor awarded a procurement contract in excess of \$25,000 for services rendered to the BIDA must acknowledge this affirmative action policy and agree to implement the same by making every reasonable effort to award any subcontracts (none of hereby authorized) to MBEs and WBEs and to utilize minority and labor in the performance of any agreement that is awarded to the contractor. Specifically, any contractor awarded a contract in excess of \$25,000 dollars will be expected to abide by the following provisions:

1. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. At the request of the contracting agency, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
3. The contractor shall state, in all RFPs or advertisements for employees, that, in the performance of the MWBE Threshold Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

### **7.12 Non-Discrimination Policy**

1. 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 Contractor agrees that neither it nor any of its 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.

2. Contractor shall not discriminate in its activities and operations in connection with this Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Grantee expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.
3. Contractor shall require any Subcontractor, or Sub-Subcontractor receiving Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

### **7.13 Interviews (Optional)**

At the BIDA's option, formal interviews may be conducted in-person, over a conference-call, or another mutually agreeable medium to clarify and elaborate on the Finalist Respondent(s) Response(s). If requested, attendance at such an interview is mandatory.

### **7.14 Section Headings**

The section headings and titles used in this RFP are for convenience only and in no way modify the scope or intent of any provision contained in this RFP.

### **7.15 Required Documents**

The Response submission must include the following documents completed and executed by the Respondent:

- Exhibit A Initial Disclosure Form;
- Exhibit B Legal Status Form;
- Exhibit C Non-Collusion Bidding Certificate;
- Exhibit D Bidder Hold Harmless Agreement; and
- Exhibit E Iran Divestment Act Certification.

## **EXHIBIT A: INITIAL DISCLOSURE FORM**

*This form must be signed and returned with response*

### **1. Exceptions to the RFQ (Please check one of the following)**

\_\_\_\_\_ This Response does not take exception to any requirement of the RFQ, including but not limited to any of the terms of any contracts that are a part of this RFQ

\_\_\_\_\_ This Response does take exception to requirements of the RFQ or terms of any contracts contemplated thereby. The specific exceptions are listed in a separate attachment.

### **2. State Debarment List**

Is the Respondent on the State of New York's Debarment List?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

### **3. Occupational Safety and Health Law Violations**

Has the Respondent or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three -year period preceding the Response (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three -year period preceding the Response ?

\_\_\_\_\_ Yes (If "yes," attach a sheet fully describing each matter).

\_\_\_\_\_ No

### **4. Arbitration/Litigation**

Has either the Respondent or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

\_\_\_\_\_ Yes (If "yes," attach a sheet fully describing each such matter).

\_\_\_\_\_ No

### **5. Criminal Proceedings**

Has the Respondent or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?

\_\_\_\_\_ Yes If "yes," attach a sheet fully describing each such matter.

\_\_\_\_\_ No

### **6. Ethics and Offenses in Public Projects or Contracts**

Has the Respondent or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of Responses or bids or the performance of work on public works projects or contracts?

\_\_\_\_\_ Yes If "yes," attach a sheet fully describing each such matter.

\_\_\_\_\_ No

### **NOTE:**

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID RESPONSE MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE RESPONSE. SUCH SIGNATURE CONSTITUTES THE RESPONDENT'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFQ, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signed By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone  
#: \_\_\_\_\_

\* The signatory must be an authorized representative of the Respondent with full power and authority to execute this Disclosure Form.

\_\_\_\_\_  
*Signature*



## EXHIBIT B: LEGAL STATUS FORM

This form must be signed and returned with the Proposal

Please fully complete the applicable section below, attached a separate sheet if you need add and sign this form. This form must be signed and returned with the Proposal.

For purposes of this disclosure, "permanent place of business" means an office continuously occupied and used by the Respondent's regular employees regularly in attendance to carry on the Respondent's business in the Respondent's own name. An office maintained, occupied at Respondent only for the duration of a contract will not be considered a permanent place of business. An

Please Check One:

Sole Proprietorship: ☐ Limited Liability Company: ☐ Corporation: ☐ Partnership: ☐

☐

If a Sole Proprietorship

Respondent's Full Legal Name:

Does the Respondent have a "permanent place of business" in New York, as defined above?

Yes ☐ No ☐

If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business":  
Street Address:

City:	State:	ZIP Code:
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Mailing Address (if different from Street Address):

City:	State:	ZIP Code:
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Owner's Full Legal Name:

Number of years engaged in business under "Sole Proprietor" or Trade Name:

If a Corporation

Respondent's Full Legal Name:

Does the Respondent have a "permanent place of business" in New York, as defined above?

Yes ☐ No ☐

If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business":  
Respondent's Full Legal Name:

Street Address:

City:	State:	ZIP Code:
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Mailing Address (if different from Street Address):

Owner's Full Legal Name:		
Number of years engaged in business:		
Name of Current Officers:		
Chief Executive Officer:		
President:		
CFO/Treasurer:		
Secretary:		
If a Limited Liability Company		
Respondent's Full Legal Name:		
Does the Respondent have a "permanent place of business" in New York, as defined above? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business":		
Street Address:		
City:	State:	ZIP Code:
Mailing Address (if different from Street Address):		
City:	State:	ZIP Code:
Owner's Full Legal Name:		
Number of years engaged in business:		
Number of Current Manager(s) or Member(s):		
If a Partnership		
Respondent's Full Legal Name:		
Does the Respondent have a "permanent place of business" in New York, as defined above? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business":		
Street Address:		
City:	State:	Zip Code:
Mailing Address (if different from Street Address):		

Number of years engaged in business:
Names of Current Partner(s):

Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Signed By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone  
 #: \_\_\_\_\_

\* The signatory must be an authorized representative of the Respondent with full power and authority to execute this Disclosure Form.

\_\_\_\_\_  
*Signature*

## EXHIBIT C: NON-COLLUSION BIDDING CERTIFICATE

*This form must be signed and returned with proposal*

The undersigned Respondent acknowledges and agrees that the attached response and offer submitted by Respondent is submitted in connection with the Proposal provided to the BIDA. By submission of this Proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices set forth within 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 Respondent or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other Respondent or to any competitor; and

No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit or not to submit, a Proposal for the purpose of restricting competition.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees that the BIDA may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto as **Exhibit D**

FIRM NAME\_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNED BY\_\_\_\_\_ TITLE\_\_\_\_\_

DATE\_\_\_\_\_ TELEPHONE #\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023

---

Notary Public

## EXHIBIT D: BIDDER HOLD HARMLESS AGREEMENT

*This form must be signed and returned with proposal*

\_\_\_\_\_ (“Bidder”) hereby agrees that it will indemnify and save harmless the BIDA from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the BIDA by reason of any omission or act of the Bidder, its agents, employees, subcontractors in connection with that certain NON-COLLUSION BIDDING CERTIFICATE submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the in defending any suit, including attorneys’ fees. Furthermore, at the option of the BIDA, as the case may be, the Bidder shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNED BY \_\_\_\_\_ TITLE \_\_\_\_\_

DATE \_\_\_\_\_ TELEPHONE # \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_

Notary Public

## **EXHIBIT E: IRAN DIVESTMENT ACT CERTIFICATION**

*To be submitted on respondent's letterhead.*

Date

Town of Bethlehem IDA  
445 Delaware Avenue  
Delmar, NY 12054

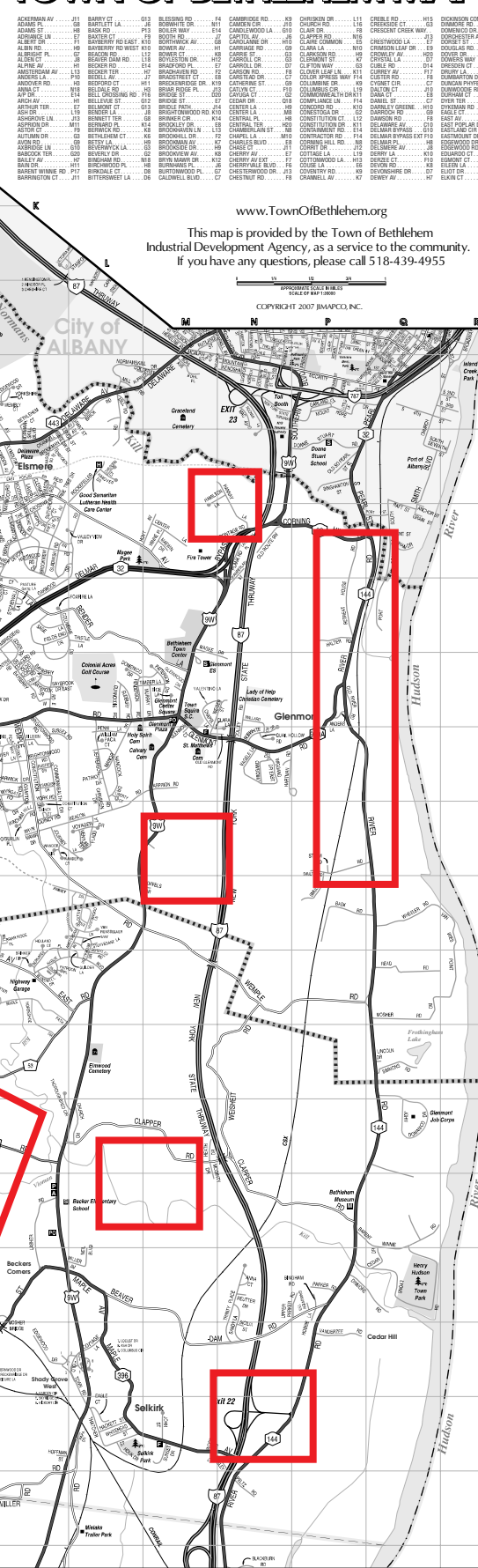
### **Re: Iran Divestment Act Certification**

*By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.*

Signature(s)

For illustration purposes only. Exact boundaries to be based on current zoning and Comprehensive Plan future land use map.

For illustration purposes only. Exact boundaries to be based on current zoning and Comprehensive Plan future land use map.



www.TownOfBethlehem.org

This map is provided by the Town of Bethlehem Industrial Development Agency, as a service to the community. If you have any questions, please call 518-439-4955

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# AGREEMENT BETWEEN OWNER AND ENGINEER FOR STUDY AND REPORT PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of February 28, 2024 (“Effective Date”) between

Town of Bethlehem Industrial Development Agency (BIDA) (“Owner”) and

CPL Architects, Engineers and Landscape Architect, D.P.C., d/b/a CPL (“Engineer”).

Engineer's services under this Agreement are generally described as follows:

Provide an Industrial Site Inventory & Assessment Report and Community Engagement Plan.

("Assignment").

If Engineer's services under this Agreement are a part of a more extensive project of the Owner, such project is generally identified as follows:

Town of Bethlehem Industrial Development Agency (BIDA) will create a

marketable inventory of select parcels throughout the Town to spur new economic development.

("Project").

Owner and Engineer further agree as follows:

## **ARTICLE 1 – SERVICES OF ENGINEER**

### 1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

## ARTICLE 2 – OWNER’S RESPONSIBILITIES

## 2.01 General

A. Owner shall pay Engineer as set forth in Article 4.

B. Owner shall provide Engineer with all criteria and full information as to Owner's requirements for the Assignment, including design objectives and constraints, space, capacity and

performance requirements, flexibility, and expandability, and any anticipated funding sources and budgetary limitations.

- C. Owner shall furnish to Engineer all existing studies, reports, and other available data pertinent to the Assignment, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer such services of others as may be necessary for the performance of Engineer's services.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- E. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, instructions, reports, data, and other information Owner-furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, instructions, reports, data, and information in performing or furnishing services under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01   *Commencement***

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02   *Time for Completion***

- A. Engineer shall complete its obligations as per Project Schedule in Exhibit A.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01   *Invoices***

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### **4.02   *Payments***

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make payments due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. Engineer will be entitled to interest on all amounts due and payable at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

#### 4.03 *Payment for Basic Services (Lump Sum Basis)*

- A. Using the procedures set forth in Paragraph 4.01, Owner shall pay Engineer for Basic Services as follows:
  1. A Lump Sum amount of \$ 75,080. (seventy-five thousand eighty dollars). Refer to Exhibit A for Cost Breakdown vs Task.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the Assignment actually completed during the billing period.

#### 4.04 *Payment for Additional Services*

- A. As mutually agreed to by Owner and Engineer as to Scope and Compensation prior to commencement of services.

#### 4.05 *Disputed Invoices*

- A. If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

### **ARTICLE 5 – OPINIONS OF COST - DELETED**

### **ARTICLE 6 – GENERAL CONSIDERATIONS**

#### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- C. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- D. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose

existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

- E. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

## 6.02 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright) whether or not the Assignment or Project is completed. Submission or distribution of Instruments of Service by the Owner to meet official regulatory requirements including grant and loan applications or for similar purposes is not to be construed as publication in derogation of the reserved rights of the Engineer and the Engineer's consultants. Owner shall not rely, in any way, on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance, by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such procedures shall be set forth in an exhibit to this Agreement.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise during storage or transmittal, the party receiving electronic files agrees that it will perform acceptance tests or procedures within ten days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any data deficiencies detected within the ten-day acceptance period will be corrected, if possible, by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by Engineer; (2) the Documents

are instruments of study and report services only, and are not final design or construction documents, (3) no Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent; (4) any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (5) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and (6) nothing in this paragraph shall create any rights in third parties.

#### 6.03 *Insurance*

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

#### 6.04 *Termination*

- A. *Termination for Cause:* The obligation to continue performance under this Agreement may be terminated:
  - 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
  - 2. By Engineer:
    - a. upon seven days written notice if Engineer believes that Engineer is being required by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - b. upon seven days written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control.
    - c. Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 6.04.A.2.
  - 3. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 6.04.A.1. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- B. *Termination for Convenience:* Owner may terminate the Agreement for Owner's convenience effective upon the Engineer's receipt of written notice from Owner.
- C. The terminating party under Paragraphs 6.04.A or 6.04.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. In the event of any termination under Paragraph 6.04, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 6.05 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the subject matter of the Assignment is located.

#### 6.06 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, or other individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

#### 6.07 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then

the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.08 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.09 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations. In addition, to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, Consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, consultants, employees, or others retained by or under contract to the Owner with respect to this Assignment or to the Project.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment or Project.

#### 6.10 *Limitation of Engineer's Liability*

- A. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, members, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses whatsoever arising out of, resulting from, or in any way related to the Assignment, this Agreement, or the Project from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, members, employees, agents, or Consultants, or any of them, shall not exceed the total amount of \$50,000 or the total compensation paid to Engineer under this Agreement, whichever is greater.



## 6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion of the Assignment.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
  - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in addition to Services outlined in CPL Proposal, Exhibit A.
  - 2. *Agreement* – This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  - 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Services outlined in CPL Proposal, Exhibit A.
  - 5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.

§§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6. *Construction Cost* – Not used.
7. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Assignment as Engineer’s independent professional associates and consultants, subcontractors, or vendors.
8. *Documents* – Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic media format, provided or furnished by Engineer to Owner pursuant to this Agreement.
9. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
10. *Engineer* – The individual or entity named as such in this Agreement.
11. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
12. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
13. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
14. *PCBs* – Polychlorinated biphenyls.
15. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
16. *Project* – The total study, design, and construction to be carried out by Owner through its employees, agents, design professionals, consultants, contractors, and others, of which the Assignment is a preliminary part.
17. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

18. *Site* – Lands or areas where the subject matter of the Assignment or the Project is located.

19. *Total Project Costs* – Not used.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01     *Exhibits Included***

- A. Exhibit A, Engineer's Services.

### **8.02     *Total Agreement***

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### **8.03     *Designated Representatives***

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Assignment and the responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

### **8.04     *Engineer's Certifications***

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date

Signed:

\_\_\_\_\_

Engineer:

CPL Architects, Engineers and Landscape Architect,  
D.P.C. dba CPL

\_\_\_\_\_

By:

Andrew R. Kosa , P.E.

\_\_\_\_\_

Title:

Principal-in-Charge

\_\_\_\_\_

Date

Signed:

\_\_\_\_\_

Firm's Certificate No. (if required):

#018330

State of:

NY

\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address for giving notices:

255 Woodcliff Drive

\_\_\_\_\_

Suite 200

\_\_\_\_\_

Fairport, NY 14450

\_\_\_\_\_

Designated Representative (Paragraph 8.03.A):

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

Designated Representative (Paragraph 8.03.A):

Name: Andrew R. Kosa, P.E.

\_\_\_\_\_

Title:

Principal-in-Charge

\_\_\_\_\_

Phone Number:

(585) 402-7506

\_\_\_\_\_

E-Mail Address:

\_\_\_\_\_

E-Mail Address:

akosa@cplteam.com

\_\_\_\_\_

## **CPL Scope Summary**

### **Task 1: Project Initiation and Information Gathering**

**A. Project Schedule:** A project schedule is included in this scope. CPL will work directly with BIDA to adjust the schedule as needed during the project.

**B. Project Kickoff Meeting:** CPL will organize and conduct an in-person kickoff meeting to review the project scope, schedule, deliverables, and expectations with the BIDA project management team. This scope will serve as a governance document that will track the appropriate contacts, scope of work, responsibilities, and next steps.

**C. Tour:** As part of the Kickoff Meeting, CPL and BIDA will tour the general area so that CPL can get acquainted with the study areas and have general context moving forward. Once the work begins and sites are identified to review in more detail, CPL will make site visits to those sites for further investigation. Before conducting the more detailed site tours, CPL will review the parcels in the study area. Prior to the site tours, CPL will review any available existing information including topography, tax maps, property surveys, utility record mapping utilizing Dig Safe NY, environmental resources mapping, historic mapping, and any other pertinent parcel information. With the parcel information and background knowledge in hand, CPL will then visit the study area to identify project opportunities, constraints, benefits, and challenges associated with construction. The site visit will include a findings summary, complete with appropriate photographs and relevant record mapping or sketches. Our team will also identify water, sanitary sewer, electric, and gas infrastructure in the vicinity of each parcel. The site summary will identify any data gaps that exist and how those data gaps will be addressed.

**D. Past Plan Review:** CPL will review all reports identified in the RFP as well as any other pertinent information provided by the project management team.

**E. Focus Group:** To facilitate productive meetings and provide the greatest breadth of input, CPL will tailor the meeting type based on stakeholder availability and logistics, using a mix of in-person, virtual, or hybrid styles. Two focus groups will be formed to assist in guiding the project. The first will include economic development officials to identify development trends in the Capital Region and identify any specific issues to focus on. The second focus group will include local businesses, local landowners and representatives that will provide on the ground feedback and provide additional details regarding the selected sites. The focus group will include both internal and external entities to gather varying perspectives for success. This is further outlined in Task 3.

### **Task 2: Parcel Inventory and Assessment**

**A. Baseline Data:** CPL will review all information provided by the project management team, including the parcels outlined for the study, zoning, acreage, etc. and organize the information appropriately. CPL will review the information for completeness including environmental constraints, infrastructure capacity, topography, and identify any data gaps for additional research.

**B. Detailed List of Site Characteristics and Evaluation Methodology:** CPL will work directly with the project management team to develop a list of critical characteristics for shovel ready sites with input and consensus. The list will include site location, transportation, utilities, zoning, parcel characteristics, and general site conditions among other topics. CPL will develop a weighted priority ranking system, assigning importance to the characteristics selected. The ranking system will identify the most desirable (highest score) parcels based on the characteristics and importance assigned.

Issues such as water capacity, sewer capacity, necessary offsite improvements, and potential red flags with access, among others, will be kept in mind while looking at specific target industries that include:

- Manufacturing
  - Clean energy
  - Semiconductors
  - Materials processing
  - Industrial machinery
  - Pharmaceuticals/biotech
- Distribution
  - General warehousing and distribution
  - Transloading

**C. Compilation and Assessment of Site Characteristics, Data and Maps:** CPL understands that the first primary deliverable is a spreadsheet consisting of site rankings and site information gathered through the analysis process. For this scope, CPL will review approximately 30 sites within the study area at a high level. Each site will be reviewed against the weighted ranking system and categorized based on priority and development potential. Of these 30 sites, 10 sites will be selected for more in depth exploration. The scope is based on these assumptions. If more or fewer sites require review, CPL will work directly with BIDA to reconsider the fee and strategy.

For the 10 selected sites, CPL will supplement its research with high-quality mapping that will highlight development constraints vs. potential within each selected site. This mapping will include an overview of the study areas and existing conditions mapping of each selected site that highlights existing built and natural features.

For the 10 selected sites, CPL will complete a buildable acreage analysis that will analyze various existing constraints on each of the sites, including wetlands, floodplains, cultural & archeologically sensitive areas, steep slopes, existing utility easements, and any other limiting factors that may be found upon deeper analysis of the sites. All available mapping will be incorporated into the existing conditions map and the total buildable acreage will be calculated. CPL will assemble all readily available information for the selected sites including aerial images, USGS topography, database environmental concerns (wetlands, archeological sensitive areas, etc.), and prepare a conceptual site plan for each selected site. The site plan will include a potential building layout, parking and access for the proposed parcel, driveway access, proposed

utilities, potential stormwater mitigation areas, and other site amenities as identified throughout the analysis. The conceptual plan will consider zoning regulations, setbacks, transportation needs, stormwater management, parcel layout, and project constraints (steep slopes, wetlands, floodplains, and existing utility easements).

While this data will be provided in hard copy maps, CPL will also provide a basic, interactive GIS map that includes the various existing conditions and resources within each site noted above. This provides a much easier way for stakeholders to understand the various constraints found within each site. This also provides an opportunity for the BIDA to build off this platform in the future as a marketing tool or for further visualizations.

**D. Summary of Findings and Recommendations:** The second primary deliverable is a written summary of findings from this assessment. CPL will compile all information into one report and provide a narrative review of each study area. The narrative will include a summary of the data that highlights sites that scored highly for development, will outline permitting needs, identify construction constraints or obstacles, and provide recommendations to BIDA for the next steps. CPL will prepare a draft of the report for review with stakeholders and incorporate any comments into the final draft. Information will be presented in a format that can easily be updated by BIDA for future marketing materials.

One of the key takeaways from this report will be the recommended “Action Items.” CPL will work with BIDA to identify both immediate and long-term action items.

### **Task 3: Community Engagement Plan**

CPL will develop a community outreach program that includes two focus groups:

- Focus Group 1 will include economic development officials to inform our understanding of site selection trends in the Capital Region and identify any items to be aware of earlier on in the start of the study.
- Focus Group 2 will include local representatives and landowners to assist in gaining knowledge of the identified sites, gauge interest and provide on-the- ground feedback.

We anticipate 2 larger group meetings and 4 to 6 smaller group meetings, calls, or virtual meetings for this effort.

The Community outreach program will also include a maximum of two public informational meetings. CPL will coordinate these meetings, develop the necessary content, and draft the informational flyer for circulation. BIDA will be responsible for distributing the flyers to the public and advertising for the meeting.

It is anticipated that the first public outreach meeting will be held within the first 3 months of the project kickoff. This will allow the team to gather information, identify sites and provide information relevant to the public and focus groups. The second meeting, if needed, would be held near the completion of the project to provide an update on the study findings.

Task	Deliverable/Activity	Deliverable Description	Responsibility	Anticipated Deliverable Date	Approximate Fee
Task 1: Project Initiation and Information Gathering	A. Project Schedule	Maintain and update overall project schedule as needed	CPL	Ongoing	-
	B. Project Kickoff	Organize and conduct kickoff meeting on scheduled date This document can serve as the governance document	CPL/Bethlehem IDA	3/11/2024	\$1,870.00
	C. Tour	i. Develop Governance Document	CPL/Bethlehem IDA	2/28/2024	-
		Conduct site tours	CPL/Bethlehem IDA	4/1/2024	\$2,640.00
		ii. Tour Preparation	CPL	3/15/2024	-
		iii. Initial Study Area Tour - General Overview	CPL/Bethlehem IDA (done at with kickoff meeting)	3/11/2024	-
		iv. Detailed Study Area Tour - 10 Sites	CPL	3/11/2024	-
		v. Meetings Summary	CPL	6/3/2024	-
	D. Pilot Plan Review	Summarize site visit and tours and identify plan gaps	CPL	3/11/2024	-
	E. Focus Group	Review and feedback on pilot plan	CPL	3/15/2024	-
		Development and selection of Focus Group	CPL (will need IDA assistance to provide CPL w/ information)	3/15/2024	\$1,595.00
		i. Identification of potential local representatives	Bethlehem IDA/CPL	4/1/2024	-
Task 2: Parcel Inventory and Assessment	A. Baseline Data	Identify local contributors interested in process	Bethlehem IDA	4/1/2024	\$665.00
		Review all information provided by Focus Group		Subtotal	\$6,790.00
		Develop list of site characteristics important to the group	CPL	4/19/2024	\$7,370.00
		Based on input, develop ranking system for sites	CPL/Bethlehem IDA	6/1/2024	\$2,375.00
		i. Develop Ranking System	CPL/Bethlehem IDA	6/15/2024	-
		C. Compilation and Assessment of Site Characteristics Data and Maps	CPL/Bethlehem IDA	7/5/2024	\$29,780.00
		i. Rank sites to develop list	CPL/Bethlehem IDA	6/1/2024	-
		ii. Develop mapping for top 10 sites	CPL	7/5/2024	-
		iii. Buildable acreage analysis	CPL	7/26/2024	-
		iv. Concept plans for selected sites	CPL	8/16/2024	-
		v. GIS Mapping	CPL	8/30/2024	-
		vi. Summary of Findings and Recommendations	CPL	9/6/2024	\$18,650.00
				Subtotal	\$88,175.00
Task 3: Community Engagement Plan	A. Develop Community Outreach Program	Draft program with input from team	CPL	5/31/2024	\$10,135.00
	i. Focus Group Outreach/Local Development Officials	Inform our understanding of site selection needs in Capital Region and Items to be aware of as study starts	CPL/Bethlehem IDA	5/3/2024	-
		Grassroots Outreach/Local Development Officials	CPL/Bethlehem IDA	5/10/2024	-
		ii. Public Meeting Informational Flyer	CPL	7/5/2024	-
		iv. Public Meeting Notice/Advertisement	Bethlehem IDA	8/9/2024	-
	v. Conduct Public Meeting(s)	Send advertisement to public 1. Informational meeting + 1 additional meeting, if required (2 meetings max)	CPL/Bethlehem IDA	5/10/2024, 8/16/2024	-
TOTAL:					\$75,060.00





**PROPOSAL**

# **Town of Bethlehem, NY Industrial Development Agency (IDA)**

## **Industrial Site Inventory and Assessment**

December 8, 2023

Andrew R. Kosa, PE  
Principal-in-Charge | Project Manager  
30 Century Hill Drive, Suite 104, Latham, NY 12110  
585.402.7506  
AKosa@CPLteam.com





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December 8, 2023

Mr. John Taylor  
Senior Economic Developer  
Bethlehem IDA  
445 Delaware Avenue  
Delmar, NY 12045

**Re: Industrial Site Inventory & Assessment**

Dear John:

CPL is excited for the opportunity to partner with the Town of Bethlehem Industrial Development Agency (BIDA) to provide an Industrial Site Inventory & Assessment which will be a valuable catalyst for economic development in the region.

The following pages provide some insight into our vision for your project. We understand the importance of creating shovel-ready parks, and have dedicated staff members with strong experience that will translate directly to your project. We can say with confidence that this is CPL's strong suit, working with our economic development partners to build capacity for innovation, commerce, and manufacturing.

An up-to-date inventory and database of potential development sites can be one of the most effective tools a municipality has in effecting change now and in the future—it provides a valuable link between what a community wants, and what it can get. CPL has been providing professional planning, GIS, and design services throughout New York for over 45 years, providing a process, and product that is tailored to each client's specific needs. As you review our proposal, please consider our firm's strengths:

- **Comprehensive Planning and Development Experience** - We have successfully partnered with economic and private development organizations across New York State including Wyoming, Genesee, Yates, Tompkins, Livingston, Otsego, Tioga, Allegany, Chautauqua, and Erie Counties. We have helped build shovel ready parks like this in several other communities.
- **Familiarity With the Area** - We have an established history of working with a variety of regional communities on several engineering projects, including the Town of Bethlehem. Our dedication to helping BIDA realize its potential is evident with our past planning and development pursuits.
- **Full-Service Capabilities** - CPL is a talented, multi-disciplined planning, engineering and design firm that can expertly lead you through this important planning effort. We pride ourselves on building relationships with our clients, engaging with you and establishing ourselves as a team you can rely on in the future.

On each project, we seek to become a "trusted advisor" to our clients. Together, CPL will work with BIDA and other stakeholders to develop a database which will lead to long-term economic development.

We thank you for your consideration, and look forward to the opportunity to partner with you! If you have any questions or require additional information, please contact me.

Very truly yours,

**CPL**

A handwritten signature in blue ink, appearing to read 'A. Kosa', is written over a horizontal line.

Andrew R. Kosa, PE  
Principal-in-Charge | Project Manager  
585.402.7506  
AKosa@CPLteam.com





## Project Team

Our team members for the Town of Bethlehem Industrial Development Agency (IDA) will be active participants from start to finish.





# Andrew R. Kosa

PE

## Principal-in-Charge | Project Manager

Andrew is a civil engineer with more than 20 years of experience in the design and construction of public and private infrastructure. His focus is on economic and industrial development, site design and municipal engineering. He has experience with large industrial site engineering projects, as well as municipal buildings, including highway garages, town halls and fire departments. Most recently, he has provided civil engineering and coordination for highway garage and fire department projects, coordinating the site design with multiple disciplines to ensure a complete project for the client.

### EDUCATION

Bachelor of Science, Civil Engineering Technology - Rochester Institute of Technology; 2003

### PROFESSIONAL REGISTRATION

Professional Engineer: NY, PA

### PROFESSIONAL AFFILIATIONS

- New York Water Environment Association
- American Water Works Association
- AREMA - American Railway Engineering and Maintenance-of-Way Association

### COMMUNITY ACTIVITIES

- SUNY-ESF Stormwater Management Program - Design of Stormwater Filtering and Infiltration System
- Survey Field Course
- OSHA Training Course
- Primavera Courses
- Young Professionals Group Member



Scan the QR Code with any smart phone to learn more about Andrew Kosa.

### PROJECT EXPERIENCE

#### **Chautauqua County, Industrial Development Agency (CCIDA) Countywide Site Selection, Jamestown, NY**

Project Manager for a county-wide site selection and feasibility study that included services to identify potential sites throughout Chautauqua County to locate a new industrial/business park. The search included a review of existing and potential green parcels, supporting infrastructure locations and capacity, environmental constraints, traffic impacts, conceptual site plans, and infrastructure cost estimates.

#### **STAMP- Science and Technology Advanced Manufacturing Park, Genesee County, NY**

CPL has provided preliminary planning studies, mapping, permitting and regulatory assistance and full design expertise for the 1,250 acre Science, Technology & Advanced Manufacturing Park (STAMP) for the past 15+ years. CPL has been heavily involved with engineering and program management during the entire shovel ready park development. CPL infrastructure design and permitting includes off-site and on-site water mains, off-site and on-site sewer infrastructure, the main entrance road and turning lane. CPL design efforts continue as an additional round of funding was announced in 2018. A new on-site Sanitary Sewer Wastewater Treatment Facility is also being designed for the Park. To date, off-site water lines and the main entrance road have been constructed, with CPL's oversight. CPL also assisted with the FAST NY application and recently learned that the application was successful, securing over \$5M for the project.

#### **Agri-Business Park, Genesee County Economic Development Center, Batavia, NY**

Project Engineer -CPL provided engineering services related to Phase 1 development of the Genesee Valley Agri-Business Park. The design services include: phasing analysis, survey and mapping, soils investigations, environmental review and assistance with SEQR, including Final Generic Environmental Impact Statement (FGEIS), a traffic study relating to impacts to the state highway, assistance with local, county, state and federal permitting, marketing materials for use by the GCEDC, preliminary and final design for the Phase 1 roadway, water, sewer and storm water pond infrastructure, preliminary design for site electric, gas, telecommunications, fiber optic and cable, and railroad extensions into the park.

#### **Eric County Economic Development, Erie County, NY**

Project Engineer for this project that included the agribusiness marketing analysis and site selection services for determining potential sites throughout the Erie County to locate a new agribusiness park. The study was a collaboration of efforts within the region and provided the County with guidance for the attraction of new markets or the expansion of existing markets within the County. This study eventually lead to the development of a shovel ready park for the County. CPL managed the entire project with the assistance of a stakeholder steering committee and multiple subcontractors.





# Thomas A. Carpenter

PE

## Resource Principal | Vice President

Tom has more than 27 years of experience with various types of civil and municipal engineering projects, including Water Distribution and District Formation, Storm Drainage, Wastewater Collection Systems, Road Rehabilitation, Site Planning, and Planning Board Review. He has gained extensive project management experience through his involvement with the planning, design, construction administration, and inspection phases of a wide variety of projects.

### EDUCATION

Bachelor of Science, Civil Engineering, State University of New York at Buffalo, 1995

### PROFESSIONAL REGISTRATION

Professional Engineer: NY

### PROFESSIONAL AFFILIATIONS

- New York Water Environment Association
- American Water Works Association
- Previous Board Member, Wyoming County Chamber of Commerce
- American Public Works Association

### COMMUNITY ACTIVITIES

- Activity Name
- Activity Name

### AWARDS

- Rochester Business Journal, Forty Under 40, 2011

### PROJECT EXPERIENCE

#### **Advanced Manufacturing Park, Genesee County, NY**

Principal - CPL has provided preliminary planning studies, mapping, permitting and regulatory assistance and full design expertise for the 1,250 acre Science, Technology & Advanced Manufacturing Park (STAMP) for the past 15+ years. CPL has been heavily involved with engineering and program management during the entire shovel ready park development. CPL infrastructure design and permitting includes off-site and on-site water mains, off-site and on-site sewer infrastructure, the main entrance road and turning lane. CPL design efforts continue as an additional round of funding was announced in 2018. A new on-site Sanitary Sewer Wastewater Treatment Facility is also being designed for the Park. To date, off-site water lines and the main entrance road have been constructed, with CPL's oversight. CPL also assisted with the FAST NY application and recently learned that the application was successful, securing over \$5M for the project.

#### **Genesee County Economic Development Center, Genesee County, NY**

- Oatka Agriculture Business Park
- Upstate Medical and Technology Park

#### **Apple Tree Acres Business Park, Genesee County Economic Development Center, Bergen, NY**

Project Manager for construction administration and observation services, along with inter-agency coordination, during the construction of a roadway extension and site utilities to serve Leonard Bus Services.

#### **Agri-Business Park, Genesee County Economic Development Center, Batavia, NY**

Project Manager for the 200 acre Genesee Valley Agri-Business Park, completed in phases. Design and construction services were provided for roads, storm water management facilities, public water and public sewer facilities. Coordination efforts were provided for electric, gas, telecommunications, fiber optic and able services at the site.

#### **Buffalo East Technology Park, Genesee County Economic Development Center, Pembroke, NY**

Project Manager for oversight of design, contract bidding and construction administration services for a economic development business park located near the intersection of NYS Route 5 and NYS Route 77 in the Town of Pembroke. The project included site work, stormwater management, utility and roadway design, improvements to the NYS Route 5, a traffic study, a wetland delineation and permitting. The park is home to Yancey's Fancy new manufacturing facility.

#### **Pembroke Sewer Feasibility Study, Genesee County Economic Development Center, Pembroke, NY**

Project Manager for preparation of a sewer feasibility study for the NYS Route 77/Thruway Interchange in the Town of Pembroke. The study was a cooperative effort between the GCEDC and the Town of Pembroke to evaluate the potential for installing a public sanitary sewer system in this area and enhancing its economic growth.



# Matthew T. Smullen

PE

## Resource Principal | Northeast Regional Transportation Practice Leader Vice President

Matt is a civil engineer with over 25 years of design and project management experience. He has a strong background in bridge design and federally funded transportation projects. He has the proven ability to manage projects that meet budget and schedule requirements while providing quality deliverables that meet clients' needs. Matt has a strong desire to contribute to the success of a project by managing resources, providing technical expertise, mentoring staff, and contributing to quality control efforts.

### EDUCATION

Bachelor of Science, Civil Engineering  
Union College; 1996

### PROFESSIONAL REGISTRATION

Professional Engineer: NY

### PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- Association for Bridge Construction and Design

### PROJECT EXPERIENCE

#### Town of Bethlehem, NY

- Clapper Rd. Water Treatment Plant
- River Rd. Planning Board Review
- Glenmont Self Storage Planning Board Review
- Delaware Planning Board Review
- Bender Lane Planning Board Review

#### Jewett Heights Road Bridge over Batavia Kill, Greene County, NY

Project Manager for this Locally Administered Federal Aid Project that involved the replacement of a single span, 84 foot-long bridge consisting of prestressed concrete tee beams, which was built in 1962. The replacement structure consists of a prestressed adjacent box-beam superstructure with a span length of 96 ft. Preliminary design services included survey and basemapping, in-depth inspection, hydraulic analysis, preparation of design alternatives, and preparation of a Design Approval Document. Final design and construction support services were also provided by CPL.

#### Warren County Human Services Building, Warren County, NY

Provided Construction Administration for this project that included the construction of a 65,000 s.f. Human Services Building, situated on the south side of the Warren County Municipal Center property. The new building accommodates the Department of Social Services, Office for the Aging, Veterans' Services, and Youth Bureau.

#### Lake Mills Road over Catskill Creek, Greene County, NY

Project Manager for construction inspection services for this locally administered, federal aid project, which involved the major rehabilitation of a 400-foot long, 3-span multi-girder bridge. Our role involved providing daily on-site inspection for monitoring construction activities, formally documenting observations, preparing monthly estimates for payment to the contractor for work completed, and providing daily engineering expertise and decision making. The project records were prepared in accordance with New York State Department of Transportation Manual of Uniform Record Keeping (MURK).

#### West Brook Conservation Initiative, Lake George, NY

Principal-in-Charge for the West Brook Conservation Initiative to improve water quality and public recreational amenities. The project included building a stormwater treatment complex, an environmental park, and community festival space for special events on the 12-acre site of the former Gaslight Village. The project was advanced with funding from several sources, including a NYS DOT Transportation Enhancement Program (TEP) grant (Locally Administered Federal Aid). Clark Patterson Lee was responsible for providing professional project management services to coordinate the various activities involved with the project.





# Andrew L. Learn

PE

## Senior Civil Engineer

Andy has experience in the design and review of commercial, residential, industrial and institutional development, as well as environmental permitting and compliance. Design responsibilities include: site and subdivision layout, road and parking lot design, site grading, sewage disposal system design, water and wastewater collection system design, stormwater management systems design and construction management. Andy serves as the Planning Board review engineer for a number of local municipalities. In addition to attendance at Planning Board meetings, responsibilities include the review of site plans, subdivisions, SWPPP's and Flood Plain Development permits.

### EDUCATION

Bachelor of Science, Civil Engineering  
Lehigh University, Bethlehem, PA

### PROFESSIONAL REGISTRATION

Professional Engineer: NY, NJ

### PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- National Society of Professional Engineers

### PROJECT EXPERIENCE

#### Municipal/Institutional Projects:

- Dutchess County Law Enforcement Center
- Dutchess County Justice and Transition Center
- ELT Harriman – Harriman, NY, Industrial Superfund Site
- Mid-Hudson Medical Group – Poughkeepsie, NY
- John Jay Sewer Improvement District Pump Station - East Fishkill, NY

#### Town of Poughkeepsie, Poughkeepsie, NY

- Drainage Analysis for Floodplain Reduction
- Landfill Administration and Management
- Town Hall Relocation
- Tucker Drive Sewer Extension
- Hudson Heritage Site Plan & Subdivision Review & Construction oversight
- Eastdale Village Review & Construction oversight
- South Road Crossings Review & Construction oversight
- Stratford Farms Subdivision Construction oversight

#### Private Clients

- Hudson River Housing
- Kearney Realty & Development

#### Multi-Family Housing:

- Crannell Square, City of Poughkeepsie
- Poughkeepsie Commons, City of Poughkeepsie, NY
- Queen City Lofts, City of Poughkeepsie, NY
- Fallkill Commons on Rose St., City of Poughkeepsie, NY
- High Ridge Gardens, City of Poughkeepsie, NY
- Hamlet at Rhinebeck, Rhinebeck, NY
- Monticello Manor, Village of Monticello, NY
- Daley Farms Subdivision, Town of LeGrange, NY
- Forsons Apartments, City of Poughkeepsie, NY

#### Planning Board Engineer

- Town of Clinton, NY
- Town of East Fishkill, NY
- Town of Hyde Park, NY
- Town of Lloyd, NY
- Town of Pawling, NY
- Town of Pleasant Valley, NY
- Town of Poughkeepsie, NY
- Town of Wappinger, NY

#### LaBella Associates - Dutchess County Jail/Judicial Center, Dutchess County, NY

Site engineering and storage building re-design services to reduce building foot print.



# Thomas R. Bock

PE

## Civil Engineer

As a Civil Engineer with more than eight years of experience, Tom spends his time preparing engineering plans and drawings in AutoCAD, creating 3D models and conducting research for a myriad of industrial and commercial projects. Confident and grounded in his work, he enjoys breaking complex problems into component parts and conceiving creative solutions for them. When he isn't in the office, you can find Tom at a project site conducting inspections, taking measurements and jotting down notes.

### EDUCATION

Bachelor of Science, Civil Engineering Technology, Rochester Institute of Technology

### PROFESSIONAL REGISTRATION

Professional Engineer: NY

### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

### PROJECT EXPERIENCE

#### **Genesee County Economic Development Center - LeRoy Food & Tech Entrance Design, Batavia, NY**

Project Engineer for Civil/Site and utility design for industrial park (road, water, sewer).

#### **STAMP- Science and Technology Advanced Manufacturing Park, Genesee County, NY**

Project Engineer for this project that includes providing preliminary planning studies, mapping, permitting and regulatory assistance.. CPL has been heavily involved with engineering and program management during the entire shovel ready park.

#### **Centurion Construction, Growmark Caledonia Site Plan & Design Services for Fertilizer Plant Expansion, Caledonia, NY**

Project Engineer for site plan and design services for fertilizer plant expansion.

#### **M+W U.S., Inc., Athenex Manufacturing Facility, Chatauqua, NY**

Project Engineer for site/civil design and environmental engineering services to M+W for a new 200,000 pharmaceutical manufacturing plant. The facility sits on approximately 34 acres in the Town of Dunkirk; located along Lake Shore Drive East, near the Town and City of Dunkirk boundary.

#### **Spragues Maple Farm, 2021 Expansion, Portville, NY**

Project Engineer for interior/exterior dining expansion, toilet room addition, and kitchen expansion.

#### **Sumitomo Rubber USA, VMI Expansion Addition & Renovations, Tonawanda, NY**

Project Engineer for 60,000 manufacturing addition, 25,000 sq. ft. plant renovation/enabling, locker room expansion, HVAC renovations.

#### **Rochester Regional Health, Outpatient Destination Center, Batavia, NY**

Project Engineer for this project that includes site design and engineering services for a new office building with driveway access, parking, utilities, storm water management facilities and full civil site package renderings.

#### **Casa Esperanza Holding, LLC | BC Construction Group, Wake Forest, NC**

Project Engineer for the site civil design for a new K-8 Montessori Charter School including asphalt parking lots, driveways for on-site staking per MSTA requirements, on-site storm water design, lighting, landscaping, permit coordination, property annexation, and public water/sewer extensions.



# Bryce Recer

EIT

## Civil Designer

Bryce's experience includes assisting with the assessment, design and permitting of various municipal and private projects, from small residential septic systems to large industrial site plans. He also aids in the preparation of stormwater pollution prevention plans (SWPPPs), including modeling existing and proposed drainage conditions and preparing submission documents, and provides design assistance for a variety of wastewater treatment systems. Driven to create, Bryce excels at brainstorming innovative solutions and producing raw material for future projects.

### EDUCATION

Bachelor of Engineering,  
Environmental Engineering, Clarkson  
University, 2017

### PROFESSIONAL REGISTRATION

- Engineer in Training: NY
- Certificate of Erosion & Sediment Control Training

### PROJECT EXPERIENCE

#### **Sun Preacq - Sun Communities, Kinderhook, NY**

Assisted with site planning, SWPPP and septic design

#### **Greenport Water Line Project, Hudson, NY**

Designed and drafted 14,000 linear feet of water line for the town of Greenport. Prepared permits along with other paperwork pertinent with submissions.

#### **Village of Philmont, Philmont, NY**

Assisted with design of the UV treatment system for the Village of Philmont Wastewater Treatment Facility.

#### **City of Beacon, Denning Ave Landfill, Beacon, NY**

Preparation of annual Water Quality Monitoring Reports

#### **Village of Millerton, Sidewalk Improvements, Millerton, NY**

Project Manager for this sidewalk replacement project in the Village of Millerton along Rt 44 (Main St), Design, Bidding, Construction Inspection, and Survey included.

#### **Village of Millerton, General Engineering Services, Millerton, NY**

Project Manager to provide engineering services to the Village.

#### **Town of Northeast, New Highway Facility, Millerton, NY**

CPL is providing the Town of North East with design and contract administration services for the construction of a new highway garage, salt shed, and storage facility. The new facility will include six bays, including a wash bay area. CPL prepared the original schematic design and design development documents in the first phase of the project and is currently working directly with representatives from the Town to verify the project program, set achievable goals for cost versus comfort, overall project budget, and scheduling requirements.

#### **Town of Stuyvesant Fire District, Fire House Apparatus Building, Stuyvesant, NY**

A new 6,800 sq. ft. addition, consisting of prefab metal roofing and will be constructed adjacent to the existing firehouse and consist of five apparatus bays. The bays will house the company's trucks and other equipment, including a boat, which currently sits under a pavilion.

#### **Columbia County, General Engineering and Surveying Services, Hudson, NY**

Project Manager to provide engineering services to the County.



# Justin W. Steinbach

AICP

## Senior Planner/GIS Mapping

Justin is a versatile planner with skills in public outreach and group facilitation using physical analyses and visualizations. With experience on dozens of Locally-Administered/Federal Aid (LAFA) projects, he is also adept at navigating the environmental approval processes on LAFA projects. With nearly 20 years of experience, Justin has worked on a variety of projects including comprehensive plans, urban design, rural and small-town planning, corridor studies, and conceptual development planning.

### PROJECT EXPERIENCE

#### **Rochester District Heating Cooperative System Wide GIS Mapping, Rochester, NY**

Project Planner for this project that involved digitizing 82 existing paper strip maps for convenient electronic reference. A new GIS database was created and overlaid with other relevant City GIS-based data such as buildings footprints, curb lines sidewalk locations, and tax map property lines. Using a system of GeoPDFs to compile the system data a record plan database was provided that was both easy to use and mobile with no need for expensive GIS licensing or training.

#### **City of Rochester, Bull's Head Physical Redevelopment Plan and BOA Pre-Nomination Study, Rochester, NY**

Project Planner for redevelopment planning for Rochester's historic Bull's Head area, one of the City's primary western gateways. Working with the City and neighborhood stakeholders, the project focuses on documenting existing conditions and identifying feasible redevelopment opportunities for an area struggling to overcome disinvestment, blight and underutilized properties.

#### **Tri-County Business Park, Mark I Real Estate Development, Sardinia, NY**

Project Planner for providing professional services to design and develop the infrastructure to attract businesses to this 200-acre, mixed-use business park. The infrastructure design included water, sanitary sewer, electric, gas, telecommunications, roads and storm water management.

The Tri-County Business Park is located in southern Erie and Wyoming Counties.

#### **Eric County Economic Development, Erie County, NY**

Planner for this project that included the agribusiness marketing analysis and site selection services for determining potential sites throughout the Erie County to locate a new agribusiness park. The study was a collaboration of efforts within the region and provided the County with guidance for the attraction of new markets or the expansion of existing markets within the County. This study eventually lead to the development of a shovel ready park for the County. CPL managed the entire project with the assistance of a stakeholder steering committee and multiple subcontractors.

#### **Western NY Energy, New Ethanol Facility and EPCO Carbon Dioxide Plant, Shelby, NY**

Project Planner for the first ethanol plant to be permitted and placed into production in western New York and the entire eastern coast of the United States. The EPCO Carbon Dioxide Plant is a 5,600 sq.ft. facility that captures, compresses and distributes bi-product carbon dioxide from the Western New York Energy Ethanol Plant. Our involvement in these projects included survey and mapping, design of site improvements, off site infrastructure, administration building, environmental assessment, permitting and approvals at local, state and federal levels and construction administration.

### EDUCATION

Bachelor of Arts, Environmental Design, State University of New York at Buffalo; 2003

### PROFESSIONAL REGISTRATION

American Institute of Certified Planners #025385

### PROFESSIONAL AFFILIATIONS

- American Planning Association
- Upstate New York Chapter of American Planning Association

### COMMUNITY ACTIVITIES

- Town of Bristol Planning Board (2018-present)
- Cub Scout Pack 54, Asst. Cubmaster (2018-present)
- Scouts BSA Troop 421, Committee Chair (2021-present)

### AWARDS

- Best Practice, Upstate APA (2022, City of Olean)
- Outstanding Planning Award, WNY APA (2018, City of Tonawanda)





# Work Samples



# Genesee County Economic Development Center

## Science, Technology & Advanced Manufacturing Park (STAMP)



**Location:** Genesee County, NY  
**Client:** Genesee County Economic Development Center  
**Completion Date:** ongoing  
**Contact:** Steven Hyde, CEO  
585.343.4866

CPL began working with the GCEDC nearly 15 years ago, helping to advance many commercial and industrial park sites to shovel-ready market condition. In 2004, planning for Western NY STAMP began with preliminary studies and mapping efforts. For the next ten years we provided design expertise; permitting and regulatory assistance; advocacy and support, culminating with the \$33 million funding announcement on March 31, 2014.

The 1,250 acre Science, Technology & Advanced Manufacturing Park (STAMP) located in Genesee County will be home to the semiconductor and nanotechnology sectors and is expected to bring approximately 9,000 on-site jobs and potentially 40,000 related jobs to the region.

CPL will have heavy engineering and program management involvement. Phase IA of the project includes environmental and regulatory compliance, as well as water, sewer and road infrastructure design. These early site and infrastructure tasks will allow incoming companies to begin work on specific building construction projects.

The STAMP project is a one-of-a-kind project for Western New York that is challenging, ever changing, and a project that our team has truly invested their careers in. CPL, CC Environment and Planning and Deuel Archaeology have worked together seamlessly and continuously for this project. CPL and CC Environment and Planning have been involved since day one, at some points communicating daily about conceptual master plans, permitting efforts, agency approvals and potential tenant site visits. CPL's strengths have shown throughout this project – including overall program management, managing several subprojects at

once, coordinating with several reviewing and approval agencies, and navigating difficult engineering challenges. We have also utilized CC Environment and Planning's strengths by coordinating with the US Army Corps of Engineers, US Fish and Wildlife, and the New York State Department of Environmental Conservation to help them understand our goals, comply with requirements, but not sacrifice the overall intent of the project.

From the first concept plan, to over 100 iterations of the current Master Plan, our team has helped shape one of the most unique shovel ready parks in the area.

### Project Team:

Andrew R. Kosa, PE, Project Manager  
Thomas A. Carpenter, PE, Principal  
Justin W. Steinbach, AICP, Planner

# Genesee Valley Agri-Business Park

## Engineering Services



**Location:** Batavia, NY

**Client:** Genesee County Economic Development Center

**Completion Date:** ongoing

**Cost:** \$500 million

**Contact:** Steven Hyde, CEO  
585.343.4866

Genesee County needed a central hub for the growing number of agri-business manufacturers in their region. The 250 acre Batavia pumpkin farm offered the land, a ready workforce and a location near the New York State Thruway.

The Genesee County Economic Development Center provided the vision. CPL worked closely with all stakeholders to facilitate that vision to become reality by providing engineering services related to Phase 1 development of the Genesee Valley Agri-Business Park.

The design services provided by CPL include:

- Phasing analysis
- Survey and mapping
- Soils investigations
- Environmental review

- Assistance with SEQR, including Final Generic Environmental Impact Statement (FGEIS)
- Traffic study relating to impacts to the state highway
- Assistance with local, county, state and federal permitting
- Marketing materials for use by the GCEDC
- Preliminary and final design for the Phase 1 roadway, water, sewer and stormwater pond infrastructure
- Preliminary design for site electric, gas, telecommunications, fiber optic and cable, and railroad extensions into the park

Construction administration of Phase 1 construction activities were also provided. Cost estimates were developed for each phase of the project.

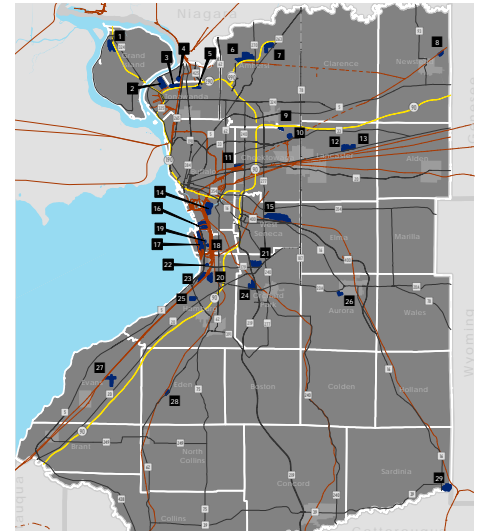
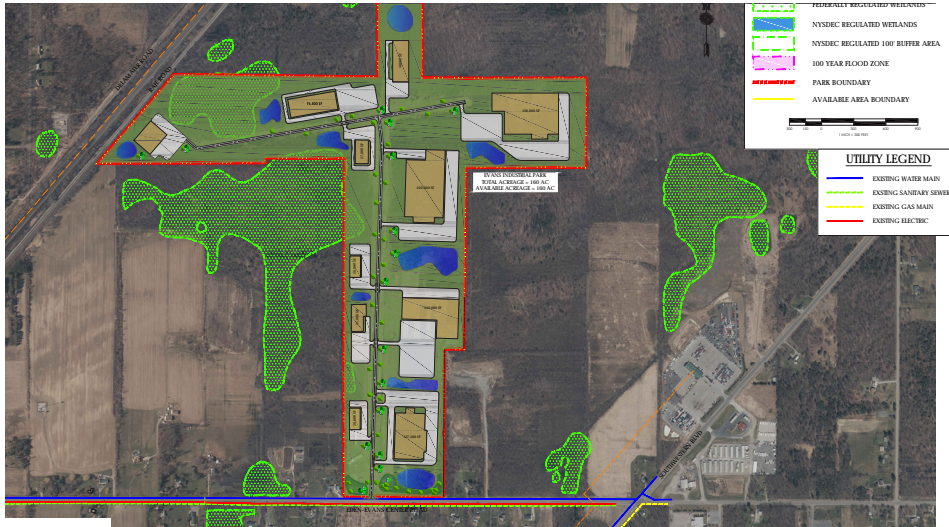
*Project Team:*

*Andrew R. Kosa, PE, Project Manager*

*Thomas A. Carpenter, PE*



# Erie County Economic Development Feasibility Study



**Location:** Throughout Erie County  
**Client:** Erie County Department of Environment & Planning  
**Completion Date:** 2019 (with support through 2020)  
**Contact:** Mark Rountree, Principal Planner  
 mark.rountree@erie.gov  
 716.858.8008

CPL provided an agribusiness marketing analysis and site selection services for determining potential sites throughout the Erie County to locate a new agribusiness park. The study was a collaboration of efforts within the region and provided the County with guidance for the attraction of new markets or the expansion of existing markets within the County. CPL managed the entire project with the assistance of a stakeholder steering committee and multiple subcontractors.

We worked tirelessly with the steering committee and subcontractors to provide the results that the County was seeking. These efforts included the following:

**Marketing Analysis:** The analysis consisted of a review of the agribusiness subsectors that would align with current trends, focused on the Counties strengths and targeted local resources.

**Site Selection Review:** With the assistance of an established site selector, we reviewed the Counties industrial park inventory, defining specific needs of the proposed agribusiness subsectors and comparing this to the current industrial parks available for development. We also identified Greenfield sites throughout the County that would support a new agribusiness park.

**Site Review:** Once sites were established, we completed a development feasibility review for each site. The review consisted of an environmental review establishing constraints for each site, a development analysis summarizing infrastructure alternatives, cost estimates and conceptual site plans.

## County Executive Presentation:

The project culminated with a presentation to the County Executive, presenting the major findings and outlining the recommended next steps.

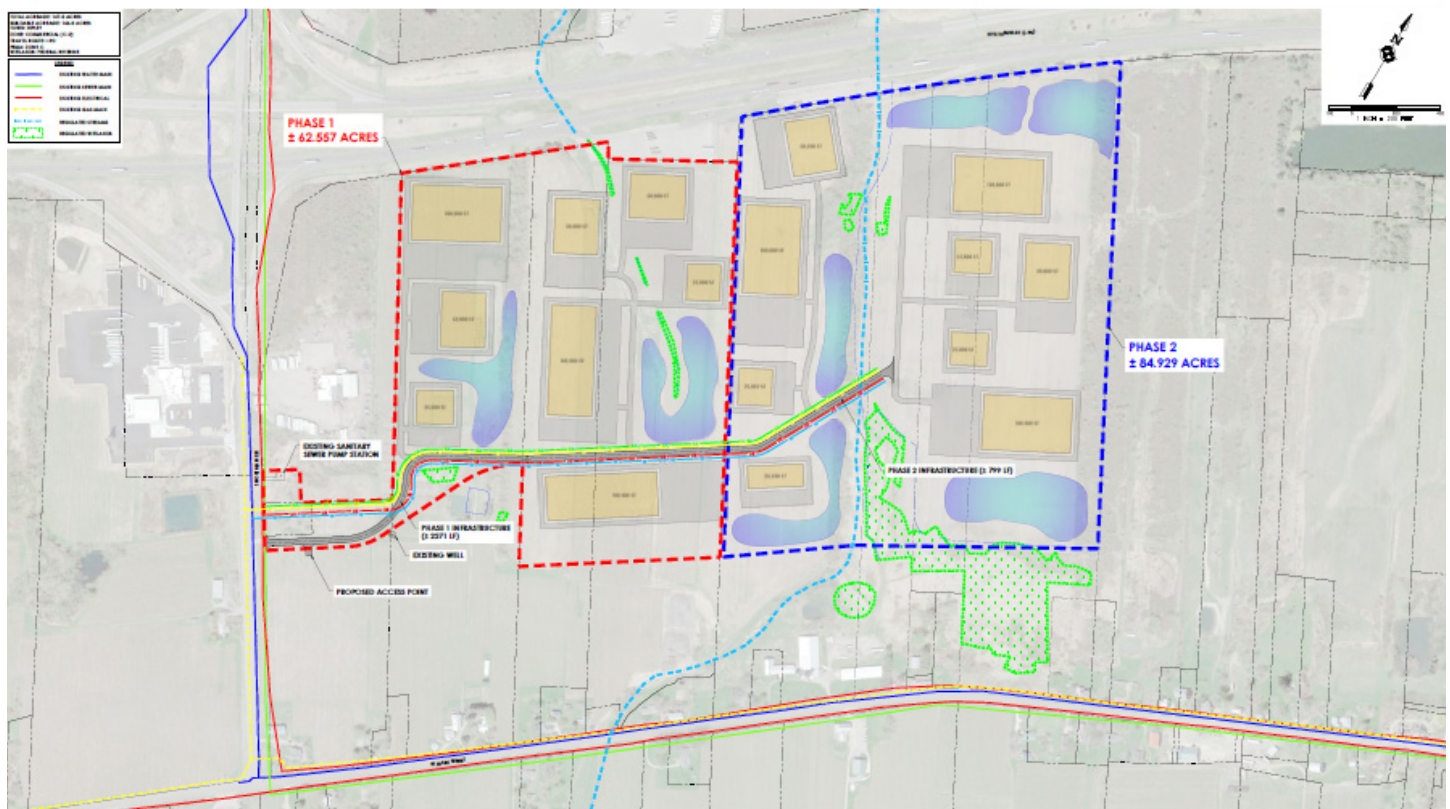
CPL continues to provide additional services to support Erie County and their pursuit of establishing an agribusiness park. These services include several funding applications and reports to support them, additional review of infrastructure and utilizing valuable relationships within the region to promote and market the idea of an agribusiness park. CPL understands that the economic development process does not end at the conclusion of a feasibility study. We offer continued support well beyond our scope of work in order to advance ideas and assist with project implementation.

## Project Team:

Andrew R. Kosa, PE, Project Manager  
 Richard B. Henry, PE - Principal  
 Justin W. Steinbach, AICP, Planner



# Chautauqua County Industrial Development Agency (IDA) Site Selection Services



**Location:** Chautauqua County  
**Client:** Chautauqua County Industrial Development Agency (CCIDA)  
**Completion Date:** 2022  
**Contact:** Nathan Aldrich, Economic Development Manager  
 AldrichN@chqgov.com  
 716.363.3672

CPL provided site selection services for the County of Chautauqua Industrial Development Agency (CCIDA). The services included the use of GIS and available mapping to identify potential development parcels throughout the County. Once several sites were identified, CPL worked with the IDA to rank and select the most suitable sites for development to continue the due diligence efforts. CPL used parameters such as parcel location, availability of infrastructure and

zoning to narrow the potential sites down to ten viable sites.

Once potential sites were selected, we completed a development feasibility review for each site. The review consisted of an environmental review establishing constraints for each site, a development analysis summarizing infrastructure alternatives, cost estimates and conceptual site plans. Each site was then ranked again based on development costs, associated infrastructure improvements and land control. The information gathered in the site selection feasibility study was then used to seek funding through the FAST New York Grant Program. We have worked on the application and are anticipating a sizable grant to

allow infrastructure development at the selected site.

CPL continues to provide support for a shovel ready park development at the selected site. We offer continued support well beyond our scope of work in order to advance ideas and assist with project implementation.

Most recently, CPL assisted with the Fast NY application to secure \$5.25M for the overall project. We continue to work with the CCIDA to develop a full shovel ready park.

## Project Team:

Andrew R. Kosa, PE, Project Manager  
 Thomas R. Bock, PE, Civil Engineer  
 Justin W. Steinbach, AICP, Planner

# Additional Experience

CLIENT	PROJECT
Town of Bethlehem, NY	Clapper Rd. Water Treatment Plant River Rd. Planning Board Review Glenmont Self Storage Planning Board Review Delaware Planning Board Review Bender Lane Planning Board Review
Town of Fishkill, NY	Industrial Site Plan to Construct Multiple Businesses
Genesee County Economic Development Center, NY	Agribusiness Park Site Development
Town of Eden, NY	Site Selection Services
Erie County, NY Industrial Development Agency	Evans Industrial Park Site Development
Tompkins County, NY	Feasibility Study for the Ithaca Regional Airport Industrial/Business Park





# Record of Performance

CPL has long established solid working relationships with communities across New York State, as well as the State and Federal agencies involved in local projects. The following is a representative list of past and/or current communities and municipal agencies we have served in that capacity.

## Cities

- Binghamton
- Buffalo
- Hudson
- Jamestown
- Kingston
- Middletown
- Niagara Falls
- North Tonawanda
- Poughkeepsie
- Rensselaer
- Rochester
- Tonawanda

## Villages

- Akron
- Alfred
- Allegany
- Arcade
- Belmont
- Bolivar
- East Aurora
- Elba
- Ellicottville
- Endicott
- Forestville
- Fredonia
- Geneseo
- Johnson City
- Kinderhook
- Lancaster
- Millerton
- Monroe
- LeRoy
- Livonia
- Oakfield
- Philmont
- Ripley
- Valatie
- Warsaw
- Westfield
- Woodridge

## Towns

- Allegany
- Ancram
- Ashford
- Athens
- Austerlitz
- Batavia
- Bethany
- Binghamton
- Bolivar
- Boston
- Byron
- Cheektowaga
- Chester
- Claverack
- Clermont
- Clinton
- Conesus
- Conklin
- Crawford
- Dunkirk
- East Fishkill
- East Greenbush
- Eden
- Elba
- Ellicott
- Ellicottville
- Elma
- Evans
- Fishkill
- Fleming
- Gainesville
- Gallatin
- Gardiner
- Geneseo
- Ghent
- Grand Island
- Greenport
- Hurley
- Hyde Park
- Kent
- LaGrange

- Leicester
- LeRoy
- Liberty
- Lima
- Livonia
- Lloyd
- Malta
- Marbletown
- Marilla
- Milan
- Monroe
- Mt. Hope
- Naples
- Newburgh
- Niagara
- North Dansville
- North East
- Nunda
- Olive
- Owego
- Oakfield
- Pavilion
- Pawling
- Pembroke
- Perry
- Pine Plains
- Pleasant Valley
- Pomfret
- Portland
- Poughkeepsie
- Rhinebeck
- Richburg
- Ripley
- Rochester
- Sparta
- Stafford
- Stanford
- Stockport
- Stuyvesant
- Taghkanic
- Tonawanda
- Thompson

- Union
- Union Vale
- Victor
- Wappinger
- Warsaw
- West Seneca
- West Sparta
- Westfield
- York

## Counties

- Broome
- Chautauqua
- Columbia
- Dutchess
- Erie
- Essex
- Genesee
- Greene
- Lewis
- Livingston
- Monroe
- Niagara
- Orange
- Orleans
- Putnam
- Rensselaer
- Saratoga
- Schenectady
- Steuben
- Tioga
- Tompkins
- Ulster
- Warren
- Wayne
- Wyoming
- Yates

## Agencies

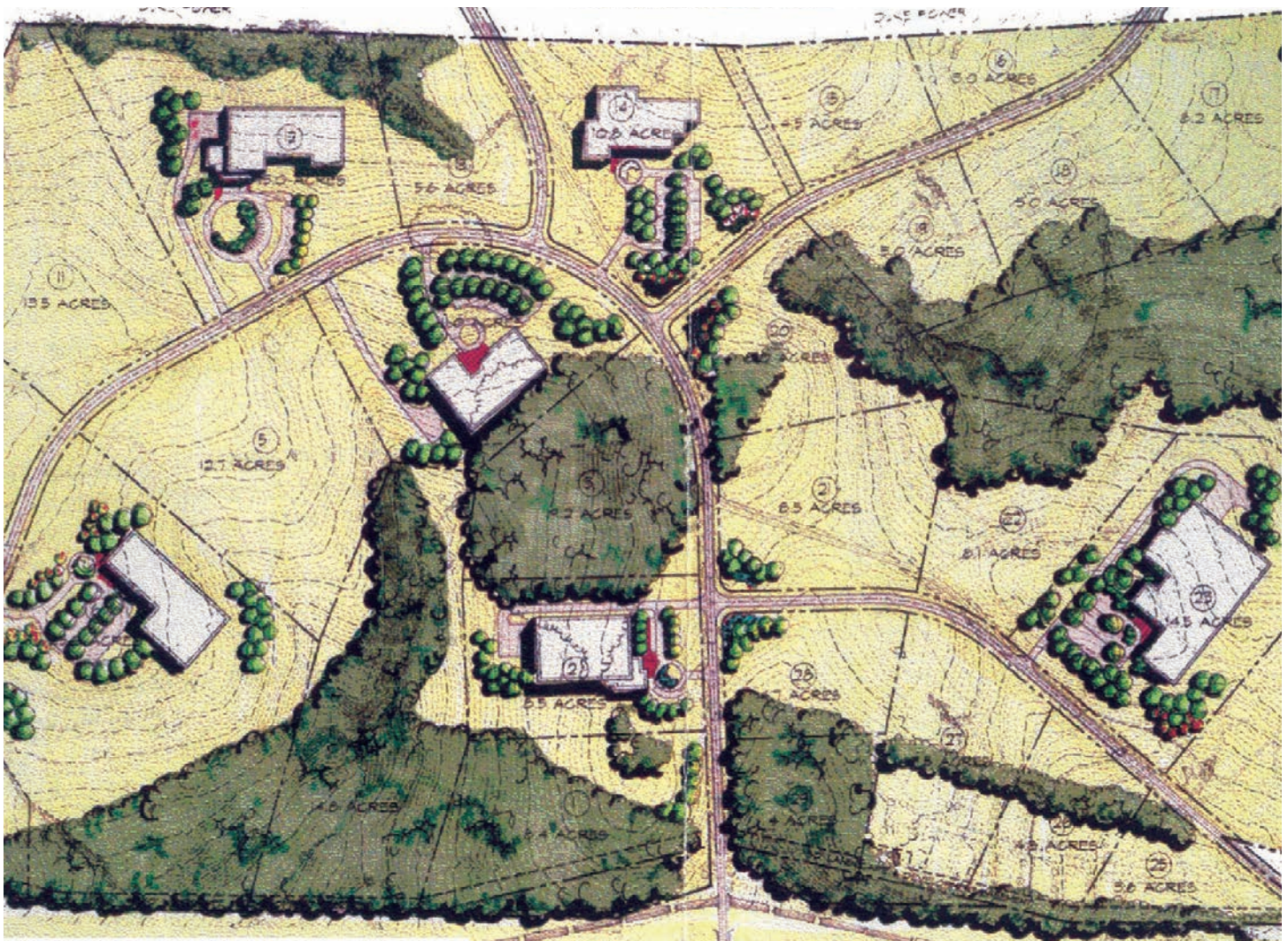
- Albany Water Board
- Allegany County IDA
- Chautauqua County Industrial Development Agency
- Columbia County Department of Health
- Dutchess County Water & Waste Water Authority
- Dutchess County Department of Health
- Erie County Water Authority
- Genesee County Economic Development
- Genesee County Water Resources Agency
- Livingston County IDA
- Monroe County Solid Waste
- Monroe County Water Authority
- Niagara Falls Water Board
- Otsego County IDA
- Orleans County Department of Health
- City/Town of Poughkeepsie Joint Water Board
- Tompkins County IDA
- Wyoming County Department of Health
- Wyoming Industrial Development Agency
- Wyoming County Water Resource Agency

**Proud to serve local government clients since 1975.**



# Methodology & Approach





### Project Understanding

It is our understanding that the goal of the Town of Bethlehem Industrial Development Agency (BIDA) is to create a marketable inventory of select parcels throughout the Town to spur new economic development. The Town is faced with a depleted inventory of shovel ready parks and property due to the recent construction of the new Plug Power facility and the offshore wind tower manufacturing facility. It is our understanding that BIDA is seeking the services of a qualified team to review, inform, and support the preparation of new shovel ready development sites. The development of this Industrial Site Inventory and Assessment report will enable a comprehensive marketing strategy to attract potential businesses to specific sites throughout the Town. Establishing a clear and concise inventory will provide additional marketing opportunities, assist in the creation of new jobs, and add to the local tax base.

### Project Approach

Our firm has extensive experience in planning and designing the required aspects of shovel-ready industrial and technology parks, site development projects, and infrastructure projects throughout New York State. These services have included site selection and predevelopment services, environmental review, site planning, assistance with marketing efforts, SEQRA, seeking funding, design and construction of infrastructure among others.

Specifically, our team has assisted the Genesee County Economic Development Center (GCEDC) in planning and developing the Science & Technology Advanced Manufacturing Park (STAMP), developed a site inventory and selection feasibility study for the County of Chautauqua Industrial Development Agency (CCIDA) that recently led to the award of FAST NY funds to develop a shovel ready park in Ripley, NY, and worked directly with the Erie County Department of Environment and Planning to develop a site selection and inventory report centered around a new agri-business shovel ready park within the County. Our experience will directly translate to your project and we are excited about the opportunity to partner with you on this opportunity.



## METHODOLOGY & APPROACH

For this project, the team will complete the following scope of work:

### Task 1: Project Initiation and Information Gathering

- A. Project Schedule: A proposed project schedule is included in this RFP response. We will work directly with BIDA to adjust the schedule as needed during the project.
- B. Project Kickoff Meeting: Our team will organize and conduct an in-person kickoff meeting to review the project scope, schedule, deliverables, and expectations with the Focus Group. Our team will provide a governance document that will track the appropriate contacts, scope of work, responsibilities, and next steps.
- C. Tour: Before conducting the site tour, our team would recommend a review of the parcels in the study area as identified in Task 2 of the RFP. Prior to the site tour, we will review any available existing information including topography, tax maps, property surveys, utility record mapping utilizing Dig Safe NY, environmental resources mapping, historic mapping, and any other pertinent parcel information. With the parcel information and background knowledge in hand, our team will then visit the site to identify project opportunities, constraints, benefits, and challenges associated with construction. The site visit will include a findings summary, complete with appropriate photographs and relevant record mapping or sketches. Our team will also identify water, sanitary sewer, electric, and gas infrastructure in the vicinity of each parcel. The site summary will identify any data gaps that exist and how those data gaps will be addressed.
- D. Past Plan Review: Our team will review all reports identified in the RFP as well as any other pertinent information provided by the Focus Group.
- E. Focus Group: To facilitate productive meetings and provide the greatest breadth of input, CPL can tailor the meeting type based on stakeholder availability and logistics, using a mix of in-person, virtual, or hybrid styles. In some cases, an open roundtable discussion has been useful to generate new ideas and opportunities. The focus group should include both internal and external entities in order to gather varying perspectives for success. This is further outlined in Task 3.

### Task 2: Parcel Inventory and Assessment

- A. Baseline Data: Our team will review all information provided by the Focus Group, including the parcels outlined for the study, zoning, acreage, etc. and organize the information appropriately. We will review the information for completeness including environmental constraints, infrastructure capacity, topography, and identify any data gaps for additional research.
- B. Detailed List of Site Characteristics and Evaluation Methodology: CPL will work directly with the Focus Group to develop a list of critical characteristics for shovel ready sites with input and consensus. The list will include site location, transportation, utilities, zoning, parcel characteristics, and general site conditions among other topics. CPL will develop a weighted priority ranking system, assigning importance to the characteristics selected. The ranking system will identify the most desirable (highest score) parcels based on the characteristics and importance assigned.

Based on the information presented in the RFP, it appears that seven (7) study areas will be reviewed as part of this analysis. Based on our experience with multiple shovel ready parks in New York State, utilities are often the focus of potential tenants looking to build their project. Does the site have enough water capacity? Does the site have enough sewer capacity? What offsite improvements might be required? Are there any potential red flags with access? We will keep these questions in mind while looking at specific target industries that include:

- Manufacturing
- Clean energy
- Semiconductors
- Materials processing
- Industrial machinery
- Pharmaceuticals/biotech
- Distribution
- General warehousing and distribution
- Transloading

CPL understands industrial utility needs and demands. With multiple offices and multiple resources, CPL is a full-service engineering and architectural firm with applicable experience in industrial applications – including very recent expansion projects for Sumitomo Rubber USA in Tonawanda, New York and Moog Inc. in Elma, New York. Our civil engineering team also assisted in siting Plug Power and Edwards Vacuum within the STAMP shovel ready park in Genesee County. This experience will translate directly to this project, relying on our relationships, experiences, and knowledge to help the Town drive development.





### C. Compilation and Assessment of Site Characteristics

Data and Maps: CPL understands that the first primary deliverable is a spreadsheet consisting of site rankings and site information gathered through the analysis process. For this proposal, we have assumed that approximately 30 sites within the seven (7) study areas will be reviewed at a high level. Each site will be reviewed against the weighted ranking system and categorized based on priority and development potential. Of these 30 sites, we have also assumed that approximately 10 sites will be selected for more in depth exploration. Our proposal is based on these assumptions. If more or fewer sites require review, we will work directly with BIDA to adjust our fee and strategy.

For the ten selected sites and leveraging our experience with GIS, we will supplement our research with high-quality mapping that will highlight development constraints vs. potential within each selected site. This mapping will include an overview of the seven (7) development areas and existing conditions mapping of each selected site that highlights existing built and natural features.

For the ten selected sites, we will complete a buildable acreage analysis that will analyze various existing constraints on each of the sites, including wetlands, floodplains, cultural & archeologically sensitive areas, steep slopes, existing utility easements, and any other limiting factors that

may be found upon deeper analysis of the sites. All available mapping will be incorporated into the existing conditions map and the total buildable acreage will be calculated.

We will assemble all readily available information for the selected sites including aerial images, USGS topography, database environmental concerns (wetlands, archeological sensitive areas, etc.), and prepare a conceptual site plan for each selected site. The site plan will include a potential building layout, parking and access for the proposed parcel, driveway access, proposed utilities, potential stormwater mitigation areas, and other site amenities as identified throughout the analysis. The conceptual plan will consider zoning regulations, setbacks, transportation needs, stormwater management, parcel layout, and project constraints (steep slopes, wetlands, floodplains, and existing utility easements). We find that a visual tool to analyze and rank a potential site is very important; therefore, we are proposing to include this work in this assessment.

While this data will be provided in hard copy maps, we will also provide a basic, interactive GIS map that includes the various existing conditions and resources within each site noted above. We find that this avenue provides a much easier way for stakeholders to understand the various constraints found within each site. This also provides an opportunity for the BIDA to build off this platform in the future as a marketing tool or for further visualizations.

D. Summary of Findings and Recommendations: The second primary deliverable is a written summary of findings from this assessment. CPL will compile all information into one report and provide a narrative review of each study area. The narrative will include a summary of the data that highlights sites that scored highly for development, will outline permitting needs, identify construction constraints or obstacles, and provide recommendations to BIDA for the next steps. We will prepare a draft of the report for review with stakeholders and incorporate any comments into the final draft. Information will be presented in a format that can easily be updated by BIDA for future marketing materials.

One of the key take-aways from this report will be the recommended "Action Items." We do not recommend investing in a feasibility report to sit on a shelf. We will work with BIDA to identify immediate and long-term action items to keep the momentum going in the right direction. As we have done with numerous IDA's and industrial clients across the state, our goal is to form a lasting partnership.



### Task 3: Community Engagement Plan

Our entire planning process is built around the importance of active public involvement in the design process. After all, those living and working in the community can best convey the strengths and weaknesses of their surroundings. CPL designs effective campaigns to help municipalities “talk” to their communities. Successful public outreach must address two distinct goals: information distribution and solicitation of feedback. Working with BIDA and the Focus Group, our team will develop a community outreach plan that offers the community many options for small and large group meetings, workshops, and presentations.

CPL prides itself on being “active listeners” at these early stages of the process to truly understand the needs of the community. As a result, our engagement process is designed to inspire innovative strategies from residents, businesses, and community stakeholders. Thoughtful, well-designed information sharing strategies, such as advertising in community areas (cable access channels, community centers, etc.), web-based tools (online surveys, website committed to the planning process), public announcements, work sessions, and creative display campaigns, engage all community members and encourage them to get involved. We have successfully used a multi-faceted engagement platform, *Social Pinpoint*, that provides users with several opportunities for providing input, including an ideas wall, open comment, survey, budgeting tool, and an interactive comment map. This will be one of the tools in our toolbox for community engagement.

In addition, the Team is comfortable and proficient with using more “non-traditional” means of engaging with the community such as all-virtual and hybrid meetings, which may provide more flexible avenues for residents to provide feedback. These various outreach avenues will help the Team to generate community-led ideas and strategies to best help meet the goals established.

One specific element of the engagement plan entails outreach to key property owners, realtors, business representatives, and/or others identified by the IDA. It is assumed that some of these stakeholders would

be identified during Task 1 and further refined prior to scheduling meetings. Engagement will include a mix of focus groups, interviews, and meetings to share information and learn about key issues and opportunities. While public meetings are important aspects of any planning effort, they must occur at the right time and place in the process in order to provide true value and benefit. In that vein, we would recommend at least one public meeting early in the process in order to introduce the Bethlehem community to the project, the intended goals, the areas to be assessed, and provide an opportunity for any feedback to be provided. This not only provides transparency in the project, but also helps to identify concerns or potential issues early on that can later be addressed through the assessment. Additionally, it also provides an opportunity early on for community buy in, especially if there are significant concerns with any of the sites.

Towards the latter stages of the process, when (a) recommended site(s) are being identified, a follow-up public meeting would be held to invite the community back into the process, highlight the process that was taken, the major findings, stakeholder and community input, and the final recommendations. This will give closure to the feedback loop and, though there is the potential for disagreements with the recommendations from the public, the process can come to an effective conclusion knowing that input was received and taken into consideration.

In addition to stakeholder and community outreach, CPL will also include progress and milestone updates, feedback summaries, and other pertinent information to the Bethlehem IDA Board as the responsible entity for the project. The final schedule will reflect the regular meetings of the Board each month. Therefore, we have included two public meetings as part of this proposal.

In addition to stakeholder and community outreach, CPL will also include progress and milestone updates, feedback summaries, and other pertinent information to the BIDA Board as the responsible entity for the project. The final schedule will reflect the regular meetings of the Board each month.





### **Additional Considerations**

In addition, other services that are not included in this proposal could be added to further improve the database and take marketing to the next level. Those services include:

- **Drone Aerial Mapping**  
CPL has several licensed drone pilots on staff and has utilized these capabilities to provide higher resolution imagery on a number of site and architectural projects. Furthermore, the use of drone technology would provide more up-to-date aerial images to include as part of the marketing efforts.
- **Interactive Marketing Mapping and Database**  
As noted in Task 2, the initial background spatial data that is collected as part of this effort will be laid out and accessed through an interactive map. The ability to interact with each site through pop-up windows and/or links to additional information that contain site/building details or photos would be anticipated outcome for this. This map and database can be built upon in follow-up stages in the form of a storyboard map which would include narrative text, photos/videos, graphics, and mapping in a more robust application. This platform would provide not only the IDA with easy-to-use information on each of the sites, but also a marketing tool to discuss more details on each to prospective tenants. This would require additional technical work to showcase the concepts and opportunities at the recommended site(s), but the foundation would already be in place to continue this work.
- **One Page Marketing Cut Sheet**  
To further enhance marketing efforts, we find that a one-page marketing cut sheet is the most effective tool when reviewing sites. This sheet will have all pertinent information associated with the site in one location – including utility capacities, acreage, an aerial photograph and/or conceptual site plan, permitting status if applicable, and any other important information that would allow a site selector to easily review.
- **FAST NY Strategy and Application**  
CPL is well situated to assist in developing a strategy for the FAST NY program after successfully assisting in securing funds for Genesee and Chautauqua Counties. We will work directly with BIDA to develop a strategy that meets the development goals, provides creative phasing and funding strategies based on buildout costs, and aligns with regional opportunities.

While these services are not currently included in this proposal, CPL would be happy to discuss the need and scope of these as the assessment progresses.



## References

**CPL's goal is to build long-term relationships based on client confidence and excellent performance.**

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## Firm Capacity



CPL will commit the number of hours each month to get the work done. The nature of our business entails workloads that vary month-to-month, depending on particular project needs. We will work with you to develop a schedule for returning reviews, staff reports, and other deliverables commensurate with the scope of work. Our depth and skills of team members allows us to make this commitment. We are able to track our performance and report back to the Town of Bethlehem IDA leadership to remain accountable to established deadlines.





## Cost Proposal

# Cost Breakdown vs Task

CPL proposes the following fees for the Town of Bethlehem Industrial Development Agency (IDA) Industrial Site Inventory and Assessment project. We've outlined our proposed scope of work for each of the items below. We understand the project will provide the BIDA with detailed data and analysis of industrial-zoned parcel conditions, which will ultimately help inform efforts to identify and support the preparation of shovel-ready development sites—in cooperation with property owners—to advance job creation and expand the tax base.

TASKS	PRINCIPAL	PROJECT MANAGER	PROJECT ENG/PLANNER	DRAFTER	SURVEYOR	FEES
1. Project Initiation and Information Gathering						
Project Kickoff Meeting	2	4	4			\$1,870
Site Tours		8	8			\$2,640
Past Plan Review	1	4	4			\$1,595
Focus Group Formation	1	2				\$665
Subtotal	4	18	16			\$6,770
2. Parcel Inventory and Assessment						
Baseline Data		8	30	16		\$7,370
Detailed List of Site Characteristics	1	8	4			\$2,375
Compilation and Assessment of Site Characteristics and Maps	4	24	80	120		\$29,780
Summary of Finds and Recommendations	2	20	40	80		\$18,650
Subtotal	7	60	154	216		\$58,175
3. Community Engagement Plan						
Community Engagement Plan	1	10	10	6		\$4,235
Property Owners and Business Representatives	1	10	8	2		\$3,525
IDA Board	1	8	4			\$2,375
Subtotal	3	28	22	8		\$10,135
TOTAL HOURS	14	106	192	224		
TOTAL CPL MANAGED FEES (ITEMS 1-3)						\$75,080

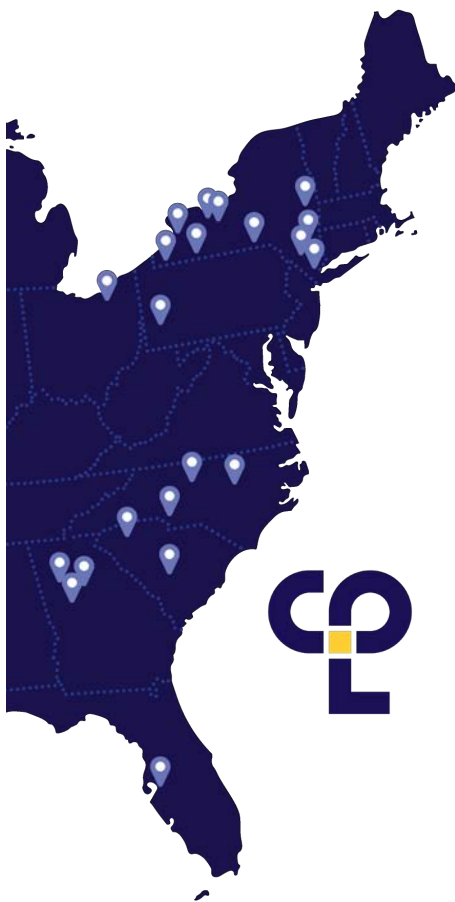
2024 CPL Hourly Billing Rates	
Title/Role	Hourly Rate
Principal Architect	\$285
Principal Engineer	\$250
Principal Consultant	\$210
Project Manager	\$210
Senior Planner	\$195
Landscape Architect	\$195
Senior Engineer Civil/Structural	\$165
Planner	\$150
Project Engineer Civil/Structural	\$135
Resident Observer	\$135
Senior Technician	\$135
Interior Designer	\$120
Junior Planner	\$105
Junior Engineer	\$105
Junior Technician	\$105
Clerical/Administrative	\$90





## Supporting Information





# We are engineers, architects, planners and technical specialists. We are community leaders, business owners and friends.

## HISTORY

CPL is a multi-disciplinary firm that has been serving public and private clients since 1975. We have grown in size from a small civil engineering firm of a half dozen employees, to a firm of more than 500 professionals in seven states. Our team of dedicated professionals offer expertise in architecture, engineering, planning and construction administration services. From your first encounter with CPL you will realize we do things differently. Our team is dedicated to a client-centered philosophy based on our three core beliefs.

- Our Belief in Full-Service Capabilities
- Our Focus on Personal Attention
- Our Commitment to Principal Participation

## CORPORATE STRUCTURE

CPL is a privately held (shareholders) Design Professional Corporation (DPC), registered, fully licensed and originating in New York State. Our registered architectural staff includes specialists in educational, civic and healthcare design. Our licensed engineering services include:

- Community Planning and Development
- Architecture and Interior Design
- Civil Engineering
- Landscape Architecture
- Transportation Engineering
- Structural Engineering
- High Performance Design and Energy Performance Contracting
- CPL Creative Labs and Emerging Technologies

## PRINCIPAL-LED

Every CPL contract is personally directed by a Principal/owner of the firm. With their professional reputation and personal integrity on the line, our Principals have genuine ownership in the success of every contract and project.

## FINANCIAL STABILITY

CPL's current financial position is stable and we have maintained sufficient funding capital to fund and sustain our growth for the last 48 years.

## OUR CULTURE

Rooted in integrity, collaboration and communication, our culture ensures that you will receive the highest level of personalized service – a hallmark of our firm that has garnered years of continued service for our clients.

## AMONG OUR NATIONAL RANKINGS

Top 300 Architecture Firms in the Nation – Architectural Record

Top 500 Design Firms in the Nation since 2014 – Engineering News Record

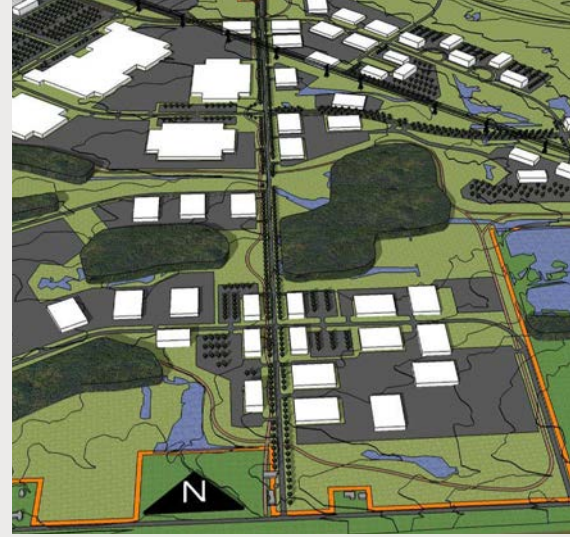
## CPL BY THE NUMBERS

Year Founded	1975
Offices	21
Total Staff	500+
Principals	15
Licensed Architects	76
Licensed Engineers	69
Registered Landscape Architects	5
LEED Accredited Professionals	47
AICP Certified Planners	5
WELL Accredited Professionals	4
CAD Designers	153



# Our Integrated Services

The CPL team specializes in community architecture. From the earliest planning stages to ribbon cutting, we approach every aspect with personal attention and principal participation.



## MUNICIPAL SERVICES AND PLANNING

We take great pride in partnering with municipalities to provide privatized services that support quality of life, public infrastructure, growth and development. Whether we're gathering data, creating concepts or developing long-range plans, we make sure communities have all the tools and resources they need to thrive.

## COMMUNITY ARCHITECTURE

Whether you're adding a new wing to your building or designing a facility from the ground up, your space has a story to tell. Our industry-leading architects are passionate about creating purposeful designs that reflect your spirit, spur productive change and make lasting impressions.



Scan the QR Code with any smart phone to learn more about CPL's Community Services.

## INTERIOR DESIGN

Through a strategic lens that balances both form and function, everything you see in a CPL interior space has been meaningfully designed. These environments are flexible and inclusive, meaningful and enriched, and above all, people-centric.

## BUILDINGS AND STRUCTURAL ENGINEERING

Ensuring you have power and electricity where and when you need it is a complex task in any building, let alone multi-story hospital or large industrial facility. From the lighting and ventilation throughout your building to the fire protection measures taken, CPL provides smart and seamless solutions to your complex building systems.

## CIVIL/SITE ENGINEERING

Often hidden beneath the surface, civil engineering projects must blend the natural environment with man-made resources to keep communities thriving. From waste management, site development, water system design and more, we enjoy projects that have the ability to transform the lives of our families, friends and neighbors for the better.

## LANDSCAPE ARCHITECTURE

At the intersection of beauty and functionality, you will find our team of skilled landscape architects designing gardens, parks, and more. As we progress into a future of sustainability, the onus is on us to incorporate environmentally responsible practices in every landscape design.

## TRANSPORTATION ENGINEERING

For nearly half a century, CPL has brought a holistic approach to the design, planning and management of transportation infrastructure. We bring the expertise necessary to ensure your bridge, streetscape, highway, roundabout or parking lot project gives people better access to the world around them.

## CPL HIGH PERFORMANCE DESIGN

Achieving operational efficiency to maintain financial stability and a commitment to environmental stewardship is the standard we set for ourselves. CPL's High Performance Design services are geared to reduce energy use and free up funds to deliver resilient designs that are sustainable and highly functional.

## CPL CREATIVE LABS

Innovation. The driving force that's creating a better world for us, our children and generations to come. CPL Creative Labs is a rag tag group of innovators, creative thinkers, and doers, assembled by CPL to leverage emerging technologies to influence the design process.



Scan the QR Code with any smart phone to learn more about CPL's Creative Labs.



### MUNICIPAL SERVICES AND PLANNING

People affect, and are affected by, the physical and natural conditions around them. Effective community planning and design help communities understand the connections between people and places. CPL views every planning effort as an opportunity to influence connectivity and encourage sustainable decision making.

Our high-quality planning and community design services are based upon our experience analyzing conditions, engaging diverse constituencies, applying best practices and managing complex projects. We offer a full range of planning services, from comprehensive planning and urban design to economic development and community revitalization. All our work focuses on creating reality-based, implementation-ready plans and studies.

#### Comprehensive Planning

Designed to express community goals and identify a blueprint for future development and investment, comprehensive plans are fundamental to long-term sustainability. Our approach is holistic; we focus on the wide range of issues affecting the communities with which we work including, land use, environmental features, transportation needs and infrastructure, and demographic and economic trends.

#### Transportation Corridor Planning and Access Management

Striking a balance between access and mobility along transportation corridors is an ongoing challenge for most municipalities and transportation agencies.

Travel to and through our communities should be safe and efficient for pedestrians, bicyclists, people with disabilities, aging populations, and drivers. Utilizing context sensitive strategies, we work with communities to encourage well designed transportation networks, identify appropriate access management regulations, develop support land use policies and enhance streetscape design.

#### Urban Design and Master Planning

The most desirable communities boast public and private spaces that are attractive, integrated and well designed. High quality urban design and master planning allows communities to develop and maintain vibrant commercial districts, attractive residential areas, inviting public spaces and active recreational opportunities. Utilizing traditional neighborhood and urban design principles, we work with communities to understand their built environment's specific opportunities and constraints and to identify creative design solutions that will establish, enhance or preserve their character and sense of place.

#### Resource Planning

Natural resources often play a critical role in defining a community's quality of life and economic viability. Local waterfront revitalization programs, parks master plans, greenway and trail design, and farmland protection planning, are just some of the tools that communities can use to ensure their waterfront, agricultural, open space, parks and recreation assets are preserved and enhanced.





### ECONOMIC DEVELOPMENT

CPL's community development specialists can help your community identify, promote and manage a successful economic revitalization strategy. Our team has helped communities develop strategic plans that revitalize downtowns and main streets, enhance primary transportation corridors and waterfronts as well as create new town centers.

In addition to planning, we specialize in the organization of management and promotions efforts. We can help you determine if a local development corporation, business improvement district, special assessment area or Main Street Program is the best approach for managing your revitalization efforts. In addition, we can serve as an economic development coordinator for your community.

#### Funding Acquisition and Grant Writing

CPL has a proven track record for writing successful grants. We have helped many communities obtain the funds required to finance specific capital projects. Our team has significant experience with resources from Federal and State agencies as well as private foundations.

#### Public-Private Partnership

CPL helps communities develop projects that require a public-private partnership. Our team can assist in:

- Project Identification
- Feasibility Testing
- Financial Impact Analysis
- Tax Increment Financing
- Phasing
- Public Awareness
- Developer Relations
- Funding
- Design

Our project packaging efforts help to ensure that development supports the community's overall vision for the future. Ultimately, our work encourages sustainable designs and programs that will yield long-term positive results.

CPL strives to ensure that your community's vision becomes a reality. Our community development specialists focus on post planning and design efforts that implement the short and long term goals of the community.

These specialized services include:

- Economic Development
- Graphic Design
- Community Awareness and Public Relations
- Funding Acquisition and Grant Writing
- Project Packaging





### CIVIL/SITE ENGINEERING

Site design is a critical step in any new project. CPL's team of civil engineers helps master plan, design and gain approvals for sites ranging in size from small municipal sites to large developments and campuses. We understand that the site is critical to the project's overall success—and our process is driven by securing the right approvals to meet the client's schedule, expectations and vision.

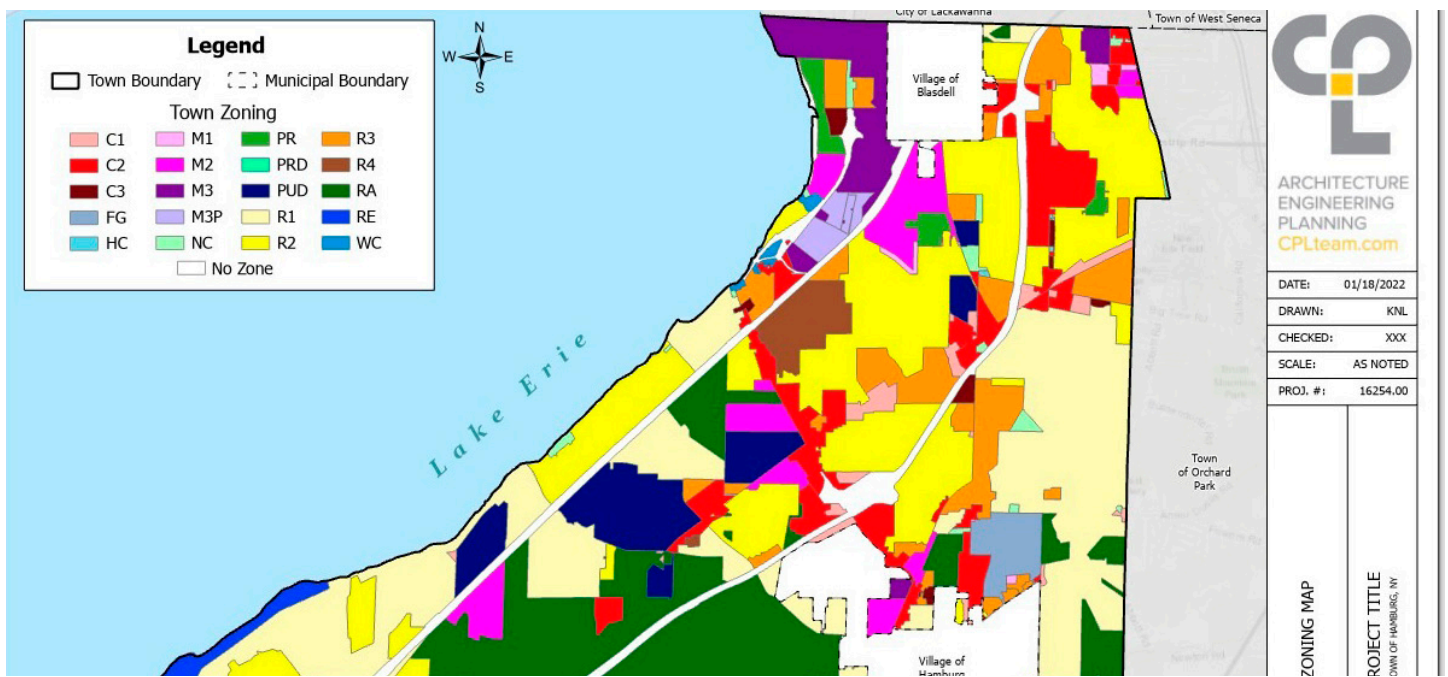
Because every project and site are unique, CPL researches the local jurisdiction, conducts thorough due diligence and draws upon experience to design solutions that are right for each project's unique location, topography and conditions. We work to not only support the finished project's intended use, but to enhance the overall property and surrounding area.

Most importantly, we work collaboratively to achieve success. We listen to our clients and work closely with our in-house architects to design sites that are functional, compliant, aesthetically pleasing and sustainable in relation to surrounding natural resources.

- Site Layouts and Parking
- Grading and Drainage
- Stormwater Detention and Retention Design
- Retaining Wall Design
- DOT Permitting
- Water Resources Studies and Investigations
- Water Distribution
- Sanitary Sewer Collection
- Wastewater Treatment Plant Design
- Erosion and Sedimentation Control
- Dam Site Selection, Design and Engineering
- Engineering Approvals and Permitting
- Engineer's Estimates for Construction





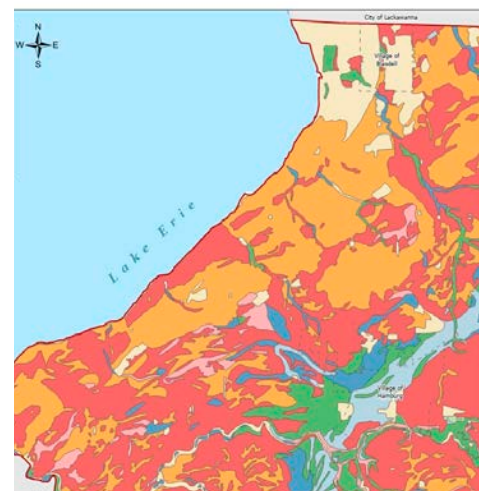
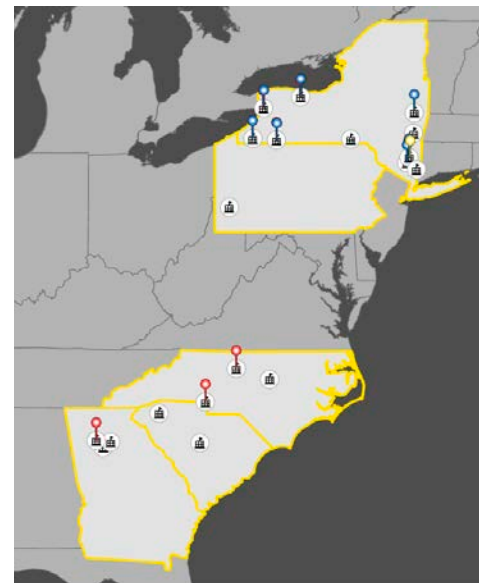


## GIS AND MAPPING

Geographic Information Systems (GIS) is a critical component in many of CPL's design projects – ranging from basic mapping of physical assets to data analysis and management. While GIS-focused projects are not commonplace at CPL, it is an additional service that is utilized that provides a beneficial foundation and background for assessing, collecting, creating and managing mapping data. The extent of GIS use on projects is tailored to the needs of individual clients, from individual municipal facilities to school districts to entire communities. The CPL Design Team has highly skilled GIS specialists and drafting technicians on staff with experience in several GIS platforms including ESRI ArcGIS/ArcPro and ArcGIS Online, for interactive experiences, as well as interoperation capabilities with AutoCAD Civil 3D, REVIT, and Bentley Microstation software.

The CPL Design Team has extensive experience creating static maps, geo-referenced maps, and interactive/online GIS applications using cartographic knowledge to provide user-friendly, thematic mapping. In addition, our experience in data management and conversions, data collection, orthoimagery/LiDAR, and drone aerial imagery capture enable us to analyze an array of existing and future conditions. We have provided GIS and digital mapping services in a wide range of projects, including:

- Sanitary Sewer System Assessment and Design
- Public Water System Assessment and Design
- Public Wastewater System Assessment and Design
- Transportation Design Projects
- Comprehensive Planning
- Land Use and Zoning
- Park and Trail Planning
- Facilities Master Planning





## Required Documents

**EXHIBIT A: INITIAL DISCLOSURE FORM**

*This form must be signed and returned with response*

**1. Exceptions to the RFQ (Please check one of the following)**

\_\_\_\_\_ This Response does not take exception to any requirement of the RFQ, including but not limited to any of the terms of any contracts that are a part of this RFQ

  **X**   This Response does take exception to requirements of the RFQ or terms of any contracts contemplated thereby. The specific exceptions are listed in a separate attachment.

**2. State Debarment List**

Is the Respondent on the State of New York's Debarment List?

\_\_\_\_\_ Yes

  **X**   No

**3. Occupational Safety and Health Law Violations**

Has the Respondent or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three -year period preceding the Response (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three -year period preceding the Response ?

\_\_\_\_\_ Yes (If "yes," attach a sheet fully describing each matter).

  **X**   No

**4. Arbitration/Litigation**

Has either the Respondent or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

## REQUIRED DOCUMENTS

\_\_\_\_\_ Yes (If "yes," attach a sheet fully describing each such matter).

  X   No

### **5. Criminal Proceedings**

Has the Respondent or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?

\_\_\_\_\_ Yes If "yes," attach a sheet fully describing each such matter.

  X   No

### **6. Ethics and Offenses in Public Projects or Contracts**

Has the Respondent or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of Responses or bids or the performance of work on public works projects or contracts?

\_\_\_\_\_ Yes If "yes," attach a sheet fully describing each such matter.

  X   No

#### **NOTE:**

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID RESPONSE MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE RESPONSE. SUCH SIGNATURE CONSTITUTES THE RESPONDENT'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFQ, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

Firm Name:   CPL Architects, Engineers and Landscape Architect, D.P.C.  

Address:   30 Century Hill Drive, Suite 104, Latham, NY 12110



## REQUIRED DOCUMENTS

Signed By: Andrew R. Kosa, PE

Title: Principal-in-Charge | Project Manager

Date: December 5, 2023

Telephone: 585.402.7506

\* The signatory must be an authorized representative of the Respondent with full power and authority to execute this Disclosure Form.



A handwritten signature in blue ink, consisting of stylized cursive letters, is written over a horizontal line.

*Signature*

**EXHIBIT B: LEGAL STATUS FORM**

This form must be signed and returned with the Proposal

Please fully complete the applicable section below, attached a separate sheet if you need add and sign this form. This form must be signed and returned with the Proposal.

For purposes of this disclosure, "permanent place of business" means an office continuously occupied and used by the Respondent's regular employees regularly in attendance to carry on the Respondent's business in the Respondent's own name. An office maintained, occupied at Respondent only for the duration of a contract will not be considered a permanent place of business. An

Please Check One:

Sole Proprietorship: <input type="checkbox"/>	Limited Liability Company: <input type="checkbox"/>	Corporation: <input checked="" type="checkbox"/>	Partnership: <input type="checkbox"/>
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If a Sole Proprietorship

Respondent's Full Legal Name:

Does the Respondent have a "permanent place of business" in New York, as defined above?

Yes ☐ No ☐

If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business"

Street Address:

City:	State:	ZIP Code:
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Mailing Address (if different from Street Address):

City:	State:	ZIP Code:
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Owner's Full Legal Name:

Number of years engaged in business under "Sole Proprietor" or Trade Name:

If a Corporation

Respondent's Full Legal Name: **CPL Architects, Engineers and Landscape Architect, D.P.C.**

Does the Respondent have a "permanent place of business" in New York, as defined above?

Yes ☒ No ☐

If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business"

Respondent's Full Legal Name: **CPL Architects, Engineers and Landscape Architect, D.P.C.**

Street Address: **30 Century Hill Drive, Suite 104**

City: <b>Latham</b>	State: <b>NY</b>	ZIP Code: <b>12110</b>
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Mailing Address (if different from Street Address):

## REQUIRED DOCUMENTS

Owner's Full Legal Name: <b>CPL Architects, Engineers and Landscape Architect, D.P.C.</b>		
Number of years engaged in business: <b>48</b>		
Name of Current Officers: <b>See Corporate Structure Chart on page 41</b>		
Chief Executive Officer: <b>Todd M. Liebert, AIA, NCARB</b>		
President: <b>Richard B. Henry III, PE</b>		
CFO/Treasurer: <b>John (Ted) T. Cordes</b>		
Secretary: <b>Timothy S. Knapp, AIA, NCARB, LEED AP</b>		
If a Limited Liability Company		
Respondent's Full Legal Name:		
Does the Respondent have a "permanent place of business" in New York, as defined above? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business":		
Street Address:		
City:	State:	ZIP Code:
Mailing Address (if different from Street Address):		
City:	State:	ZIP Code:
Owner's Full Legal Name:		
Number of years engaged in business:		
Number of Current Manager(s) or Member(s):		
If a Partnership		
Respondent's Full Legal Name:		
Does the Respondent have a "permanent place of business" in New York, as defined above? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business":		
Street Address:		
City:	State:	Zip Code:
Mailing Address (if different from Street Address):		

## REQUIRED DOCUMENTS

Number of years engaged in business:
Names of Current Partner(s):

Firm Name: CPL Architects, Engineers and Landscape Architect, D.P.C.

Address: 30 Century Hill Drive, Suite 104, Latham, NY 12110

Signed By: Andrew R. Kosa, PE

Title: Principal-in-Charge | Project Manager

Date: December 5, 2023

Telephone: 585.402.7506

\* The signatory must be an authorized representative of the Respondent with full power and authority to execute this Disclosure Form.



*Signature*

## REQUIRED DOCUMENTS

### Corporate Structure

CPL is a privately held (shareholders) Domestic Professional Service Corporation (DPC), registered, fully licensed and originating in New York State. Our registered architectural staff includes specialists in educational, civic and healthcare design. Our licensed engineering services include: architecture, landscape architecture, civil engineering, transportation and traffic engineering, bridge inspection, and design, water and wastewater services, environmental services, and construction inspection.

### Principal-Led

Every CPL contract is personally directed by a Principal of the firm. With their professional reputation and personal integrity on the line, our Principals have genuine ownership in the success of every contract and project.

FIRM ORGANIZATION	OFFICE LOCATIONS
LEADERSHIP	
Daniel D. Duprey, Jr., PE, <i>Chairman</i>	255 Woodcliff Drive, Fairport, NY 14450
Todd M. Liebert, AIA, NCARB, <i>Chief Executive Officer</i>	
Richard B. Henry III, PE, <i>President</i>	
EXECUTIVE VICE PRESIDENTS	
Timothy S. Knapp, AIA, NCARB, LEED AP	6302 Fairview Road, Suite 102, Charlotte, NC 28210
Kevin J. McOmber, PE	3011 Sutton Gate Drive, Suite 130, Suwanee, GA 30024
SENIOR VICE PRESIDENTS	
Thomas A. Carpenter, PE	255 Woodcliff Drive, Fairport, NY 14450
Kenneth C. Mayer, Jr., FAIA, LEED AP	400 Bellemeade Street, Suite 401, Greensboro, NC 27401
Michael A. Mistriner, AIA	26 Mississippi Street, Suite 100, Buffalo, NY 14203
VICE PRESIDENTS	
Jason A. Benfante, AIA	255 Woodcliff Drive, Fairport, NY 14450
Adam Chahulski, AIA, NCARB, LEED AP	6302 Fairview Road, Suite 102, Charlotte, NC 28210
Christopher L. Colby, RA, LEED AP	912 South Main Street, Suite 1, Greenville, SC 29601
Ryan Daniels, AIA, NCARB, CM-BIM	Rivergate Tower, 400 N. Ashley Dr. #600, Tampa, FL 33602
Richard J. Edinger, PE, CFM	3011 Sutton Gate Drive, Suite 130, Suwanee, GA 30024
Andrew P. Goodermote, AIA	255 Woodcliff Drive, Fairport, NY 14450
K. Scott Gordon, AIA, NCARB, LEED AP	615 Molly Lane, Suite 100, Woodstock, GA 30189
J. Joseph Hanss, AIA	255 Woodcliff Drive, Fairport, NY 14450
David R. Hart, PE, CEA	255 Woodcliff Drive, Fairport, NY 14450
Timothy J. Moot, PG	26 IBM Road, Poughkeepsie, NY 12601
Rachel F. Nilson, AIA, NCARB	6302 Fairview Road, Suite 102, Charlotte, NC 28210
David Sammel, RA	2875 Route 35, Suite 7S-1, Katonah, NY 10536
Matthew T. Smullen, PE	30 Century Hill Drive, Suite 104, Latham, NY 12110
Brian M. Trott, AIA	255 Woodcliff Drive, Fairport, NY 14450
Michelle L. Trott, AIA, NCARB, ACHA	255 Woodcliff Drive, Fairport, NY 14450
Eric C. Wies, PE	255 Woodcliff Drive, Fairport, NY 14450
PRINCIPAL EMERITUS	
Donald A. Beer	26 IBM Road, Poughkeepsie, NY 12601
John P. Hall, AIA, MRAIC, OAA	30 Century Hill Drive, Suite 104, Latham, NY 12110
Paul R. Hedin, AIA, NCARB	1279 North Main Street, Jamestown, NY 14701
John J. Martin, PE	59 Court Street, Binghamton, NY 13901
Thomas H. McElheny	2626 West State Street, Suite 213, Olean, NY 14760
William D. Moser, Jr., AIA, NCARB	400 Bellemeade Street, Suite 401, Greensboro, NC 27401
Peter Setaro, PE	26 IBM Road, Poughkeepsie, NY 12601
Thomas M. Teti, AIA	125 Enterprise Drive, Suite 301, Pittsburgh, PA 15275



## REQUIRED DOCUMENTS

### **EXHIBIT C: NON-COLLUSION BIDDING CERTIFICATE**

*This form must be signed and returned with proposal*

The undersigned Respondent acknowledges and agrees that the attached response and offer submitted by Respondent is submitted in connection with the Proposal provided to the BIDA. By submission of this Proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices set forth within 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 Respondent or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other Respondent or to any competitor; and

No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit or not to submit, a Proposal for the purpose of restricting competition.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees that the BIDA may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto as **Exhibit D**

FIRM NAME CPL Architects, Engineers and Landscape Architect, D.P.C.

ADDRESS 30 Century Hill Drive, Suite 104, Latham, NY 12110



SIGNED BY Principal-in-Charge | Project Manager

DATE December 5, 2023 TELEPHONE # 585.402.7506

REQUIRED DOCUMENTS

Subscribed and sworn to before me this 5<sup>th</sup> day of December, 2023

Ann M. Soule

Notary Public

ANN M. SOULE  
Notary Public, State of New York  
County of Monroe  
Commission Expires March 30, 10 10 | 31 | 25

## EXHIBIT D: BIDDER HOLD HARMLESS AGREEMENT

*This form must be signed and returned with proposal*

**CPL Architects, Engineers and  
Landscape Architect, D.P.C.**

\_\_\_\_ (“Bidder”) hereby agrees that it will indemnify and save harmless the BIDA from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the BIDA by reason of any negligent omission or act of the Bidder, its agents, employees, subcontractors in connection with that certain NON-COLLUSION BIDDING CERTIFICATE submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the in defending any suit, including attorneys’ fees. Furthermore, at the option of the BIDA, as the case may be, the Bidder shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

FIRM NAME CPL Architects, Engineers and Landscape Architect, D.P.C.

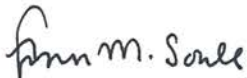
ADDRESS 30 Century Hill Drive, Suite 104, Latham, NY 12110



SIGNED BY Andrew R. Kosa, PE TITLE Principal-in-Charge | Project Manager

DATE December 5, 2023 TELEPHONE # 585.402.7506

Subscribed and sworn to before me this 5<sup>th</sup> day of December, 2023



Notary Public

ANN M. SOULE  
Notary Public, State of New York  
County of Monroe  
Commission Expires March 30, 2025 10.31.25



**EXHIBIT E: IRAN DIVESTMENT ACT CERTIFICATION**

*To be submitted on respondent's letterhead.*

Date November 29, 2023

Town of Bethlehem IDA  
445 Delaware Avenue  
Delmar, NY 12054

**Re: Iran Divestment Act Certification**

*By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.*

Signature(s)

A handwritten signature in blue ink, appearing to read 'A. Kosa', is written over a horizontal line.

Andrew R. Kosa, PE  
Principal-in-Charge | Project Manager  
585.402.7506  
AKosa@CPLteam.com



**Your Vision, Unlocked.**



Andrew R. Kosa, PE  
Principal-in-Charge | Project Manager  
30 Century Hill Drive, Suite 104,  
Latham, NY 12110  
585.402.7506  
[AKosa@CPLteam.com](mailto:AKosa@CPLteam.com)