



WETLANDS RESTORATION AT SENECA BLUFFS REQUEST FOR PROPOSALS

- PROJECT NAME:** Buffalo River Wetlands Restoration at Seneca Bluffs
- LOCATION:** City of Buffalo, Erie County, NY
- CONTRACTOR SERVICES:** Project Quality Assurance Project Plan, Design and Engineering, Permitting, Long Term Management Plan, and Invasive Species Management Plan for approximately 900 linear feet of shoreline habitat restoration along the Buffalo River in a 15-acre natural habitat area.

The Buffalo Niagara Riverkeeper (“RIVERKEEPER”) is the recipient of a GREAT LAKES RESTORATION INITIATIVE (GLRI) GRANT to subcontract services for restoration engineering and design for 900 linear feet of shoreline habitat along the Buffalo River and a fifteen-acre natural habitat area. The work will be performed pursuant to a contract to be entered in substantial conformity to the terms and conditions outlined in this Request for Proposals and Attachments A, B and C entered between Riverkeeper and the awarded consultant (“Contractor”).

GENERAL INFORMATION:

The Buffalo Niagara RIVERKEEPER is a community-based, not-for-profit organization which leads the region’s effort to safeguard water resources for future generations. Consequently, any work performed for RIVERKEEPER must be accomplished with the protection of water resources and the environment in mind.

The restoration and management of this 15-acre upland/wetland site, located just upstream of the Buffalo River Area of Concern, is critical to improving habitat and public access (please see Appendix A for site map). The site is currently overrun with invasive plant species which results in limited public access and poor quality habitat.

The objectives for the Seneca Bluffs Restoration Project are as follows:

1. Management of invasive species;
2. Habitat creation and riverbank stabilization.

Implementation of the Seneca Bluffs Restoration Project will include:

1. Multiple herbicide applications, by certified applicators, to control invasive species;
2. Hand clearing of invasive plant species by volunteers;*
3. Researching and employing suitable bioengineering methods using native vegetation to stabilize banks;
4. Development of a project website;*
5. Development of a long-term management plan for the site.

*Denotes tasks which will be performed by Buffalo Niagara Riverkeeper. All other tasks will be performed by outside firms under contract with Riverkeeper.

Historical and background information

The Buffalo River has historically suffered from a barrage of water quality, hydrologic and habitat assaults, and could be considered an iconic environmental casualty of Buffalo's industrial climax. Buffalo Niagara Riverkeeper as an organization is intimately entwined with the death and resurrection of this River. When the River was declared a USEPA Area of Concern in 1987 due to its extreme degradation, a Remedial Action Plan (RAP) was developed, and the long, slow climb toward restoration had begun. Buffalo Niagara Riverkeeper grew out of the early citizen participation group for the RAP, and for the past six years has served as the formally recognized RAP coordinator for the Area of Concern.

In keeping with the coordination of the Buffalo River RAP, Riverkeeper and its partners have served as the leading community steward of the Seneca Bluffs Natural Habitat Area coordinating seasonal work sessions with groups from the public and private sector. The site is located 500' upstream from the Buffalo River Area of Concern.

The formerly degraded Seneca Bluffs site is 15 acres of riparian floodplain located in a heavily urbanized area along the Buffalo River. Seneca Bluffs area has a variety of natural features, including riverine islands, gravel bars, and well-defined upper and lower riparian terraces which are seasonally flooded wetlands. The upper terrace was in agricultural production for many decades until its abandonment in the mid 1900s. Prior to the restoration effort, Seneca Bluffs was characterized by invasive and non-native species (85% of the site), significant illegal dumping, stolen and burned cars, and general litter.

Previous work or data collected:

In 2002, Erie County Department of Environmental Planning (DEP) performed the site analysis and developed a detailed restoration and invasive species management plan. The first phase of the project has been completed. Debris has been removed and the site re-graded. The installation of the native warm season grass meadow, upland riparian, seasonal aquatic depression, trail, and a parking area was completed in 2004. Erie County DEP and Riverkeeper annually engage hundreds of community volunteers in controlling invasive species, planting of canopy-producing native trees and shrubs, and maintaining the site.

In 2011, the US Fish and Wildlife Service visited the Seneca Bluffs sites and mapped the invasive species that are dominant on the site using a GPS unit. These USFWS generated maps will be a valuable tool for developing a management approach for prioritizing areas to control invasive species onsite.

PROJECT SCHEDULE

A pre-bid meeting will be held, rain or shine, at 9:00 AM on **Wednesday, January 25, 2012**, at the jobsite, Seneca Street, Buffalo, NY, 14210. Attendance to the pre-bid meeting, by the primary Contractor, is mandatory for those wishing to submit a proposal.

Project proposals are due on **February 13, 2012**. Proposal submittal information is provided in the sections below.

Consultant interviews will be held on **February 20, 2012**.

The project start date will be **March 1, 2012** or at such later date as shall be established by RIVERKEEPER. All work contained within the Scope of Work shall be completed in full by **May 7, 2012**, or within three (3) months of the project start date, whichever is later.

PROJECT COST

Funding for the completion of this project is provided by the US Environmental Protection Agency (EPA), Great Lakes Restoration Initiative (GLRI) grant program. Design, engineering, permitting and bid procurement cost shall not exceed \$15,000. The awarded Contractor shall provide a design which can be implemented and constructed for no more than \$100,000. When determining an Opinion of Probable Cost, the Consultant shall prepare an estimate that reflects paying prevailing wages for all construction operations.

Insurance Requirements:

Before commencing the work, the Contractor will be required to provide a copy of the insurance requirements as provided in Attachment C.

MINIMUM QUALIFICATION OF CONSULTANTS

All Contractors submitting a proposal shall be actively engaged and experienced in the work of the nature described in this RFP. The selected Contractor must:

1. Be able to provide Construction Documents and Bid Documents, including specifications, that are professionally sealed by a New York State licensed Professional Engineer or New York State Registered Landscape Architect, and have the equivalent of five (5) years of full-time relevant experience;
2. Possess five (5) years or more of direct experience completing designs for river bank stabilization utilizing bioengineering techniques and habitat restoration projects using native seed mixes, plants, shrubs and trees

3. Have previously designed at least ten (10) successful restoration projects. A successful restoration project is defined as a completed restoration project that has obtained fully functioning habitat as designed after all required monitoring has been completed per contract or permit requirements;
4. Be experienced in obtaining all needed permits and agency notifications;
5. Be willing to travel to, and present at, professional and public meetings;
6. Possess the ability to convey technical information verbally and in written format;
7. Be willing to work proactively with project partners, especially during the design process;
8. Agree to all General Terms and Conditions;
9. Attend the pre-proposal meeting.

Additional Desired Qualifications:

1. Experienced in developing Environmental Protection Agency (EPA) approved Quality Assurance Project Plans (QAPPs).
2. Experienced in developing EPA approved monitoring plans that are based on the QAPP process;
3. Providing In-Kind services to the project. Any In-Kind services to this project will be tax-deductible;
4. Are registered as a Small, Minority, and/or Women's Business Enterprise.

GENERAL PROPOSAL REQUIREMENTS

This RFP will be awarded to one Contractor that will be held solely responsible for the successful design and engineering of the project. The selected Contractor will not be permitted to subcontract services. All persons that will be working on the project must be identified and approved by RIVERKEEPER. The tasks that they will be completing must be outlined within the proposal and must meet the qualifications outlined below.

SUBMITTAL OF RESTORATION DESIGN

Contractors are being requested to develop and submit a restoration design concept, along with alternatives that the Contractor wishes to offer. The restoration design concept shall:

1. Define the restoration approach and desired outcome(s) of each restoration concept alternatives;
2. Identify target plant community structure and species composition that demonstrates the reduction of, or ideally, the elimination of exotic vegetation;
3. Determine target species that could drive the restoration activity;
4. Define how success would be determined for the restoration concept;

5. Incorporate or expand upon the Erie County Department of Environmental Planning restoration and invasive species management plan. However, the Contractor is encouraged to use creativity to develop new restoration concepts. The Contractor is not restricted to what's been identified during the earlier planning process. Engineering and design of trails **is not** included as part of this RFP. The planting of trees or shrubs shall not be proposed within the trail right-of-way.
6. Please include in table format, a project timeline identifying a date as to when each task will be completed. Please use the project start date as your timeline start date.

NOTE Reconnection of the river with its flood plain and/or establishment of a stable river channel meander pattern is not part of this project.

The following scope of work will be required to be completed for the conceptual design that is selected.

Please provide a detailed explanation for each of the following Scope of Work Phases and related tasks within your proposals. You are not limited to only completing the defined phases and tasks. Additional items for inclusion are encouraged but must fall within the overall project budget.

Scope of Work

Consultant will be expected to complete all activities needed to generate the following work products:

Project Phase I- Development of Project Quality Assurance Project Plan (QAPP)

Completion of EPA approved Quality Assurance Project Plan (QAPP). All tasks identified for completion for this project must be included within the project QAPP. The project QAPP needs to be approved by EPA prior to any work being completed. RIVERKEEPER will not reimburse a Contractor for work that was completed prior to the QAPP approval. All work performed or funded by EPA must have an approved QAPP.

PROJECT PHASE II- Engineering, Design Plans, and Permitting

Proposals need to provide a detailed narrative explaining what will be completed as part of each of the tasks. The tasks stated below are the minimal requirement of work to be included to complete this phase. Please also include any anticipated additional tasks.

Project Phase II- Task 1: Data Collection:

Identify any data collection that will be necessary for full completion of the project phases. Please identify what methods will be used for data collection. Some surveys of the site were completed and will be provided to the Consultant, upon hire, in digital form.

Project Phase II- Task 2. Development of Design and Engineering Plans

Prepare and complete all needed restoration design/ engineering plans for 900 linear feet and 15 acres of shoreline/riparian restoration. Design plans and specifications must include:

- All construction documents, notes and specification required to obtain all permits, including but not limited to: grading, erosion and sediment control and planting plans.
- Incorporate the locations of critical items identified within the DEP Master Planning documents, including trail right-of-ways.
- Identification of construction staging areas
- Recommendations for species selection for planting plans. Native plants and seed mixes are preferred. Please identify the size, (i.e. caliper or container size) and number of trees and plants, as well as the quantity, application rate, and types of seed mixes to be used. Additional consideration for selected tree, plant and seed mixes should include species that are adapted to survive in slag-soil conditions, likely to survive with predicted regional climate change, that are deer resistant, and that provide habitat value.
- Use of bioengineering or other “green stabilization” techniques as much as practical

Project Phase II- Task 3. Permitting and Agency Notification

Complete all work necessary to obtaining approved permits for project implementation. This includes any and all federal, state, multi-state and/or local permitting. Permits and/or notifications may include but are not limited to: agency notification for endangered/threatened species, archeological clearances, historical building/places clearances, material transport, proper disposal of materials, and certified landowner notifications. Other notifications per any/all permitting requirements must also be completed. Pre-application meeting with agency representatives will be required for any needed permits.

PROJECT PHASE III: Construction Bid Procurement

Phase III- Task 1: Construction Bid Procurement

The awarded Contractor is required to provide Construction Documents and Specifications, at a 100% level of design.

PROJECT PHASE IV- Development of Post-Construction Long-Term Management Plan

Project Phase IV- Task 1- Development of a Long-term Management Plan

The Contractor will be responsible for the development of a long-term management plan. The plan should identify what methodologies will be used to: monitor different components of the restoration project, maintain the health of the plants, identify what future plantings and

shoreline stabilization would be most efficacious, and control invasive species. The plan will become a template for other similar riparian habitat restoration activities. More than one methodology may be necessary for project success. The management plan developed should be designed for long-term use. The monitoring plan must include but is not limited to:

- A. Identification of restoration project monitoring objectives, including the rationale supporting the selection of the objectives to evaluate restoration effectiveness;
- B. Monitoring methods to be used;
- C. Monitoring locations;
- D. Frequency of monitoring;
- E. Field data collection sheets;
- F. Photos taken at each monitoring location facing the same direction;
- G. Identification of any equipment needed for monitoring.

Project Phase V- Additional Project Related Tasks

Project Phase V- Task 1. Meetings and Public Outreach

Coordination with the City of Buffalo, the Erie County Department of Environment and Planning (DEP), NYS Department of Environmental Conservation (NYSDEC), U. S. Fish and Wildlife Service (USFWS) and the U.S. Environmental Protection Agency (EPA) and/or other project partners will be necessary.

Meetings with project partners will be required. Meetings will be set up by the RIVERKEEPER Project Manager as often as deemed necessary to follow up on the sequence of operations, expedite the job, secure cooperation of all parties, etc.

Project Phase V- Task 2: Quarterly Reporting and Final Project Report

A final project report must be furnished at completion of the final plan and construction documents. The final project report must include the following:

- State the goal of the project and items completed as a result of the project;
- Summarize all data collected;
- Identify any project failure areas (erosion, lack of plant survivorship etc.);
- Identify any maintenance activities that will be needed over time.

The following items must be included as a separate appendix to the final project report:

- Copy of permits
- All construction drawings, specifications and associated notes or reports
- Approved QAPP

Proposal Submittal Information:

For consistency, all proposals must follow the scope of work order outline identified within this RFP. One (1) electronic version of the proposal contained on a CD and five (5) original copies of the Proposal are required to be submitted no later than 4:00 on **February 13, 2012**. Facsimile and email submissions **will not** be accepted.

Note: If you need to include additional items that are not outlined within this scope of work to successfully complete the project, please indicate this at the end of each project phase section within your proposal.

Proposals must be delivered to:

Larry Brooks
Watershed Restoration Project Manager
BUFFALO NIAGARA RIVERKEEPER
1250 Niagara Street
Buffalo, NY 14213

Proposal envelopes should be clearly labeled to:

- Identify the name of the proposer
- Identify the project name

Proposal Cost Submittal Information:

The price for the Contractor's work must be submitted in a sealed envelope clearly marked as a sealed cost proposal, place a signature, in ink, across the envelop opening.

The sealed envelope must identify the name of the proposer and identify the project name.

One (1) electronic copy contained on a CD and Five (5) original copies of the Proposal Cost are required to be submitted no later than 4:00 on **February 13, 2012**. Facsimile and email submissions **will not** be accepted.

Bids may not exceed the Project Cost specified in this Request for Proposals. However, Contractors are encouraged to suggest items and their cost that might be deleted or added to the project to maintain the overall project budget, and to improve the outcome of the project. Any such suggested additions or deletions must be identified by being highlighted and include a statement about the item's impact upon the project's overall schedule.

Proposal Cost Submittals must be delivered to:

Kelly Mayer
Director of Finance and Operations
BUFFALO NIAGARA RIVERKEEPER
1250 Niagara Street
Buffalo, NY 14213

Questions Regarding this RFP

Responders who have any questions regarding this RFP/project are permitted to submit questions in writing to Kelly Mayer, Director of Finance and Operations at the following e-mail address kmayer@bnriverkeeper.org. All questions must be received by 4:00 PM **February 6, 2012**. All questions will be answered to in writing and sent to all Contractors that were in attendance at the mandatory site visit via e-mail correspondence. No questions will be answered over the phone.

Other RIVERKEEPER personnel are **NOT authorized** to discuss this request for proposal with responders, before the proposal submission deadline. Contact regarding this RFP with any person not listed above could result in disqualification.

Proposal Evaluation

Proposals will be evaluated on the basis of required experience, cost, detailed and complete proposals, restoration design concept, (and alternatives) and references provided.

Proposals must include the following:

- 1) Organization description;
- 2) Detailed description of the items included within the Scope of Work in the order in which they are listed within the scope of work.
- 3) Detailed time schedule for project completion.
- 4) Designation of an office and individual who will be directly responsible for all activities of the Contractor in connection with this project;
- 5) A statement certifying that the proposer is not currently employed by or affiliated with Buffalo Niagara RIVERKEEPER,
- 6) A statement providing availability of all required insurance at the time of contract execution and will hold Buffalo Niagara RIVERKEEPER harmless during the contract period.
- 7) Resume of project personnel with direct responsibility for completion of work.
- 8) Include five (5) references for which work of a similar nature has been completed.
- 9) Responders are encouraged to propose additional means and measures that will enhance the project.

Selection Process

RIVERKEEPER will shortlist a maximum of three (3) Contractors from the proposals for interviews. Interviews are expected to be conducted on **February 20, 2012**.

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

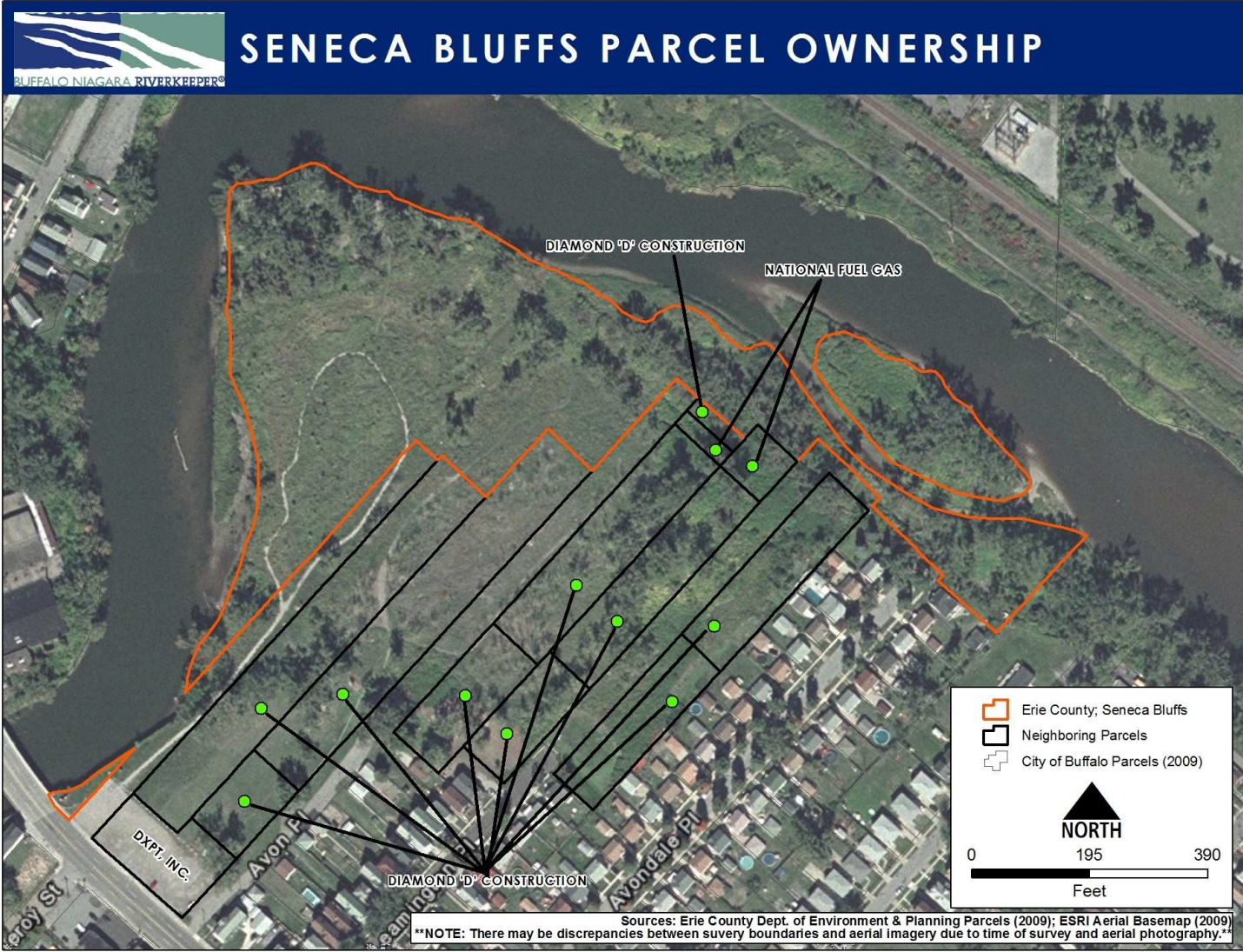
Notice to Proceed:

The Contractor will not begin any work outlined within the RFP prior to being notified by RIVERKEEPER in writing, through means of a "Notice to Proceed" issued by RIVERKEEPER. The Contractor must agree to commence work on the issue date contained within "Notice to Proceed" and to fully complete the project within the time limit specified in the Contract documents.

Payment:

Payment shall be made pursuant to the procedural and substantive requirements of the Environmental Protection Agency and upon submittal of forms and proofs as may be required by the EPA. Twenty percent (20%) of the final payment to the Contractor shall not be made until Final Acceptance has been rendered by the RIVERKEEPER, and until the Contractor has delivered to the RIVERKEEPER all required documents as stated in the Contract Documents.

Appendix A



Appendix B

General Terms and Conditions for Work to be Performed For

Buffalo Niagara Riverkeeper

Definitions

“Contractor” shall mean the Consulting firm that is hired and executes the contract.

“Project Sponsor” shall mean Buffalo Niagara Riverkeeper

“Property” shall mean that area defined in the scope of work and generally described as a portion of the banks of the Buffalo River and any part of the river, banks or bed, as well as the water as may be necessarily accessed by the Contractor as required to perform the Contractors services.

“Work” shall mean the scope of work defined in the Request for Proposals and Scope of Work as may be amended from time to time upon the mutual agreement of the Contractor and Project Sponsor. For purposes of indemnification and liability “work” shall include any activity undertaken at the property by the Contractor.

General

The terms and conditions herein are incorporated by reference and included in the proposed scope of work and contract as if more fully integrated therein.

Contractor will furnish all materials, equipment, labor, professional expertise and skill, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the contract documents.

This agreement shall be effective as of the date executed or the date work is first performed under the contract or at the site, whichever is sooner.

Contract Documents on Site

Contractor shall at all times maintain a set of construction documents, specifications, maps , drawings, permits and any other materials that may reasonably be required to review the work and progress or compare the work to the required scope. Such documents shall be made available to the Project Sponsor or this agents or employees upon request.

Subcontractors

Contractor will be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it. Nothing in the contract documents shall create any contractual relationship between any subcontractor and Project Sponsor or any obligation on the part of the Project Sponsor to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. Project Sponsor may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to contractor on account of specific work done in accordance with the schedule of values.

Cleaning Up

Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work, it will remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and will leave the site clean and ready for occupancy. Contractor will restore to their original condition those portions of the site not designated for alteration by the contract documents.

Indemnification

Contractor will indemnify and hold harmless Project Sponsor and their agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense: (a) 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 (b) is caused in whole or in part by any negligent act or omission of contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified under this section.

In any and all claims against Project Sponsor or any of their agents or employees by any employee of contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph a of this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Insurance

Contractor shall obtain and maintain the insurance coverage and protections as outlined in Attachment C hereto.

Contractor:

Dated:

Attachment C

INSURANCE REQUIREMENTS

- A. Certificates of insurance acceptable to the Project Sponsor must be furnished and received by the Project Sponsor reflecting the inclusion of the interests of the Project Sponsor, as ADDITIONAL INSUREDS before Project Sponsor will execute the Contract or before any work is performed on the project.
- B. Project Sponsor reserves the right to amend the stated insurance requirements as may be negotiated with the chosen bidder so that the final contract accurately reflects the risk involved and the commercially reasonable insurance coverage. All coverage shall be on an Occurrence Form and include Blanket Contractual Liability coverage. Claims-made coverage is not acceptable. General Aggregate limit must apply separately to each project.
- C. It is anticipated that Contractor shall provide Buffalo Niagara Riverkeeper (*The Project Sponsor*) certificates of insurance evidencing the following:
 - i. **Commercial General Liability:** Insurance for liability due to personal injury, bodily injury or property damage sustained or alleged to have been sustained by any person or entity with the following limits:
 - (1) General Aggregate - \$3,000,000
 - (2) Products and Completed Operations Aggregate - \$2,000,000
 - (3) Personal & Advertising Injury - \$1,000,000
 - (4) Each Occurrence - \$2,000,000
 - (5) Products/Completed Operations covering the Project Sponsor (Three years coverage post completion)
 - (6) Damages to Rented Premises: \$50,000 each occurrence

(7) Medical Expenses (any one person): \$5,000

ii. Comprehensive Automobile Liability: Including owned, non-owned, leased and hired automobiles with a limit of not less than \$1,000,000, per accident combined single limit for bodily injury and property damage.

iii. Workers' Compensation and Employers' Liability Insurance: As required by Statute and/or Regulation. Exclusions for the Proprietor /Partners/Executive Officers will not be permitted and must provide Waiver of Subrogation in favor of the Project Sponsor.

iv. Umbrella Liability: With limit of not less than \$5,000,000 each occurrence and in the aggregate.

D. Endorsements must be furnished for all policies of insurance, except workers' compensation, reflecting the inclusion of the interests of **THE PROJECT SPONSOR AS ADDITIONAL INSURED** for bodily injury or property damage arising out of or in connection with the Contractor's work. Coverage is to be endorsed to reflect that insurance is to be **PRIMARY, NON-CONTRIBUTORY** for The Project Sponsor, and that the limits will be exhausted before any other insurance is to apply and that any other insurance maintained by the Project Sponsor is excess. A copy of policy endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s).

E. A certificate of insurance on approved form must be delivered to The Project Sponsor and must state coverage will not be altered, canceled or allowed to expire without thirty (30) days written notice by registered mail to The Project Sponsor.

F. Should the Contractor engage a subcontractor, the same conditions will apply under this contract to each subcontractor. The Contractor shall be responsible for securing certificates of insurance and endorsements/policies where necessary from all subcontractors for insurance coverage limits not less than the limits indicated above and shall make such documents available to The Project Sponsor upon request.

- G. All insurance companies providing coverage shall be admitted and licensed in the State of New York and acceptable to the Project Sponsor .
- H. Policy will not exclude Injury to Employees assumed under contract.
- I. It is understood and agreed that the insurance coverage and limits, required below, shall not limit the extent of the Contractor's responsibilities and liabilities specified within the Contract Documents or by law.
- J. **ALL POLICIES** Shall Contain The Following:
 - i. A Waiver of Subrogation in favor of the Project Sponsor
 - ii. The use of S.I.R.'s or deductibles will not be allowed unless specifically approved by the Project Sponsor.
- K. If higher limits, broader provisions or other forms of insurance are required elsewhere in the Contract Documents; Contractor will comply with such requirements. The Project Sponsor retains the option of requiring the Contractor to supply certified copies of any insurance policies. If Contractor fails to procure and maintain any insurance coverage required by this Agreement, The Project Sponsor may procure such insurance and charge the expense to Contractor, or The Project Sponsor may terminate this Agreement. The Project Sponsor's failure to enforce any of the provisions of this Section shall not act as a waiver of the contractor's obligation to procure the required insurance or as a waiver to enforcement of any of these provisions at a later date.

ALL Certificate of Insurance SHALL contain the following language:

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS PER PROJECT AGGREGATE APPLIES TO GENERAL LIABILITY POLICY.

THE PROJECT SPONSOR AND ALL OTHER PARTIES AS REQUIRED BY CONTRACT ARE NAMED ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTING BASIS UNDER GL AND AUTO, INCLUDING COMPLETED OPERATIONS FOR A PERIOD OF NOT LESS THAN 3 (THREE) YEARS POST COMPLETION.

WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE PROJECT **SPONSOR**, AND ALL OTHER PARTIES AS REQUIRED BY CONTRACT UNDER GL AND WC.