



**ERIE CANAL HARBOR DEVELOPMENT CORPORATION**

In Accordance with Recently Passed Legislation,  
the Meeting is Being Held Via Teleconference

**Meeting of the Directors**

Monday

September 20, 2021 – 11:30 AM

AGENDA

CORPORATE ACTION

1. Approval of the Minutes of the June 14, 2021 Directors' Meeting

FOR CONSIDERATION

2. Buffalo Outer Harbor Access & Activation Civic Improvements Project, Phase 2 - Authorization to Enter into a Contract Amendment with Fisher Associates, P.E., L.S., L.A., D.P.C. for Architectural and Engineering Services; and Authorization to Take Related Actions
3. Buffalo Outer Harbor Improvement Project - Authorization to Enter into a Contract Amendment with Turner Construction Company for Construction Management Services; and Authorization to Take Related Actions
4. LECOM HARBORcenter - Southern Tier Brewing Company - Design Approval of Southern Tier Brewery Company's Exterior Signage; and Authorization to Take Related Actions

# Item 1

Erie Canal Harbor Development Corporation

Conducted Via Teleconference

June 14, 2021

MINUTES

In Attendance

Directors:

Robert D. Gioia – Chair  
Julie M. Bargnesi  
Shatorah N. Donovan  
Constance L. Lydon  
Makau W. Mutua  
Michael Vogel

ECHDC Staff:

Steven P. Ranalli, President  
Christopher Catanzaro, Project Manager  
Jill Clark, Marketing Project Manager  
Elizabeth R. Fine, General Counsel  
Kristine Kemmis, Senior Director of Facilities  
Elaine A. Kloss, Chief Financial Officer  
Debbie Royce, Corporate Secretary  
Paul J. Tronolone, Vice President  
Mark Wendel, Senior Director of Design

ESD Staff:

Julia Borukhov, Financial Project Manager  
Thomas Brennan, SVP - Internal Audit  
Daniel DaSilva, Director – Subsidiary Finance  
Edward Espejo, Senior Director - Finance  
Stephen Gawlik, ESD - VP, Poly and Capital Projects & Senior Counsel  
- Strategic Initiatives and ECHDC - Assistant Secretary  
Felisa Hochheiser, Director of Compliance  
Robert Jones, VP - Contract Administration  
Eugene Kwiatkowski, Director of Budgeting  
Laura Magee, Deputy Director - Public Affairs  
Kathleen Mize, Deputy Chief Financial Officer and Controller

Also Attending:

Daniel Castle, Commissioner – Erie County Department of  
Environment and Planning

Before the meeting was formally called to order, the Corporate Secretary of the Erie Canal Harbor Development Corporation (“ECHDC” or the “Corporation”) welcomed everyone to the meeting and conducted a roll call of the Directors to determine that a quorum was present.

Following the roll call and confirmation that a quorum was present, the meeting of the Erie Canal Harbor Development Corporation was called to order at approximately 10:45 a.m. by Chairman Gioia. He noted for the record that due to public health concerns, the meeting would be conducted by teleconference as authorized by an Executive Order of the Governor.

Chairman Gioia then noted that the public had been given an opportunity to comment on the Agenda items by submitting their written comments by 4:30 p.m. on Friday and stated that no comments were received by the public. He further noted that the Directors were given the written materials in advance of today’s meeting and were free to ask questions at any time during the presentations.

Before beginning with the substantive portion of the meeting, Chairman Gioia asked the Directors whether anyone had any potential conflict of interest with respect to any of the items on the proposed Agenda. Hearing none, he called for a motion to approve the Minutes of the Directors’ meeting of March 22, 2021. Noting no corrections and upon motion duly made and seconded, the following resolution was unanimously adopted:

APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN AT THE MARCH 22,  
2021 MEETING OF THE DIRECTORS OF THE ERIE CANAL HARBOR DEVELOPMENT  
CORPORATION

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RESOLVED, that the Minutes of the Meeting of the Corporation held on March 22, 2021 as presented to this meeting, are hereby approved and all actions taken by the Directors presented at such meeting as set forth in such Minutes, are hereby in all respects ratified and approved as actions of this Corporation.

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Chairman Gioia called on Steve Ranalli to present the next item on the Agenda, a request for authorization for the Corporation to adopt the revised guidelines for the use, awarding, monitoring and reporting of its procurement contracts.

Mr. Ranalli advised that at its March meeting, the Empire State Development Directors adopted the 2021 Procurement Guidelines which set forth the policies and procedures to be followed by ESD and its subsidiaries, including ECHDC, when seeking to contract for goods or services. He noted that it's required that each Subsidiary approve its own procurement guidelines in terms virtually identical to the 2021 Procurement Guidelines, with any departure fully explained to the Subsidiary Board.

Mr. Ranalli explained that the Corporation's proposed guidelines define the universe of procurement transactions which are subject to the policies and procedures and explain the various means of obtaining goods and services in an open, accountable and transparent

manner, including incorporation of the bid opening guidelines and a compilation of a procurement directive for every covered procurement contract.

Following the full presentation, and noting no questions or comments from the Directors and no comments from the public, upon motion duly made and seconded, the following resolution was unanimously adopted:

ERIE CANAL HARBOR DEVELOPMENT CORPORATION – ECHDC Procurements Guidelines - Adoption of Revised Guidelines for the Use, Awarding, Monitoring and Reporting of Procurement Contracts

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BE IT RESOLVED, that on the basis of the materials presented to this meeting, a copy of which is hereby ordered to be filed with the records of the Corporation (“Materials”), the proposed 2021 Guidelines for the Use, Awarding, Monitoring and Reporting of Procurement Contracts (“Guidelines”), a copy of which is attached to the Materials, be and hereby is approved and adopted as of the date hereof; and the President or her designee is authorized to promulgate the said Guidelines in electronic form and other media for the use of the staff of the Corporation, and to take such other and further action as may be deemed necessary or appropriate to effectuate the foregoing Resolution.

\* \* \*

Mr. Ranalli then presented a request for authorization for the Corporation to enter into a contract for the construction of the Canalside parking lot renovation project.

Mr. Ranalli explained that the growth of Canalside has led the Corporation to obtain the use of two parking lots located on New York State Department of Transportation owned property. He noted that the two lots are located along Perry Boulevard at the intersection with Commercial Street and are identified in the Canalside Modified General Project Plan.

Mr. Ranalli advised that in April, the Corporation solicited bids for the parking lot renovation project in the *New York State Contract Reporter* and in May, the Corporation received three bids. Following review of the bids, he advised that Scott Lawn Yard was found to be the lowest responsible bidder and was awarded the contract to renovate the lots.

Following a full presentation of the contract item, which included the scope of work, the contract terms and amount, Chairman Gioia called for questions or comments from the Directors.

Hearing no questions or comments from the Directors and noting no comments were received from the public, upon motion duly made and seconded, the following resolution was unanimously adopted:

ERIE CANAL HARBOR DEVELOPMENT CORPORATION – Canalside – Parking Lot Renovation Project - Authorization to Enter into a Contract for Construction Services; and Authorization to Take Related Actions

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BE IT RESOLVED, that upon the basis of the materials presented to this meeting (the “Materials”), a copy of which is hereby ordered filed with the records of the Corporation, the Corporation hereby finds Scott Lawn Yard, Inc. to be responsible; and be it further

RESOLVED, that the Corporation is hereby authorized to enter into a contract with Scott Lawn Yard, Inc for a base contract amount of NINE HUNDRED NINETY FIVE THOUSAND FOUR HUNDRED EIGHTY THREE DOLLARS (\$995,483), plus a contingency in the amount of ONE HUNDRED NINETY NINE THOUSAND ONE HUNDRED DOLLARS (\$199,100) for a total contract amount not to exceed ONE MILLION ONE HUNDRED NINETY FOUR THOUSAND FIVE HUNDRED EIGHTY THREE DOLLARS (\$1,194,583) for the purposes and services, and substantially on the terms and conditions, set forth in the Materials; and be it further

RESOLVED, that the President of the Corporation or his designee be, and each of them hereby is, authorized to take such action and execute such documents as may be necessary or appropriate to carry out the foregoing resolution.

Hearing no further business, the meeting adjourned at 11:00 a.m.

Respectfully submitted,

Debbie Royce  
Corporate Secretary



# Item 2



FOR CONSIDERATION

September 20, 2021

TO: The Directors

FROM: Steven P. Ranalli

SUBJECT: Buffalo Outer Harbor Access & Activation Civic Improvements Project, Phase 2

REQUEST FOR: Authorization to Enter into a Contract Amendment with Fisher Associates, P.E., L.S., L.A., D.P.C. for Architectural and Engineering Services; and Authorization to Take Related Actions

CONTRACT NEEDS AND JUSTIFICATION

I. Contract Summary

Consultant: Fisher Associates, P.E., L.S., L.A., D.P.C.  
*Formerly Trowbridge Wolf Michaels Landscape Architects LLP*  
 1001 West Seneca Street, Suite 201  
 Ithaca, New York 14850

Scope of Services: Architectural and Engineering Design Services

Original Contract Term: November 2016 through December 31, 2018

Original Contract Amount: \$1,560,000

Term w/ Amendments: Through December 31, 2020

Amount w/ Amendments: \$3,739,860

Amendment 3 Term: Through March 31, 2026

Amendment 3 Amount: \$375,000 (no contingency)

Total Contract Amount: Not to exceed \$4,114,860

Original Funding Source: Buffalo Regional Innovation Cluster Grant ("Buffalo Billion 1")

Previous Amendment: New York Power Authority Relicensing Agreement

Funding Source

Amendment 3 Funding Source: New York Power Authority Relicensing Agreement

## II. Background

In September 2013, a dramatic vision was unveiled by New York State to transform largely dormant state-owned property on the City of Buffalo's Outer Harbor waterfront. This has included the transfer of approximately 350 acres of waterfront land from the Niagara Frontier Transportation Authority ("NFTA") to the Erie Canal Harbor Development Corporation ("ECHDC"), whose mission and resources will better enable it to support and expedite the land's redevelopment.

Historically created through land filling along the Lake Erie shoreline, the NFTA (then the Niagara Frontier Port Authority) had used the northern portion of this property since the late 1950s for outdoor storage of sand, salt, gravel, and other bulk materials, as well as similar industrial port-related activities; these all ceased in the late 1990s. The southern portion of the property has operated as the "NFTA Boat Harbor", a marina for small private boats. In addition, over the last decade, an NFTA-owned inlet south of the marina was progressively improved by NFTA and became known as "Gallagher Beach", which largely facilitated wind surfing and personal watercraft use.

Approximately 190 acres of the transferred Outer Harbor lands, including the NFTA Boat Harbor and Gallagher Beach, is now being operated by the NYS Office of Parks, Recreation and Historic Preservation ("OPRHP") and has been designated "Buffalo Harbor State Park". OPRHP advanced a series of efforts to enhance services and activities in this, the first state park ever established within the City of Buffalo.

The remaining approximately 160 acres of land north of Buffalo Harbor State Park, together with Wilkeson Pointe (acquired by ECHDC in 2008 and 2012) and other nearby public lands, will ultimately be improved and used in accordance with a community-driven Buffalo Outer Harbor Blueprint (the "Blueprint"), a long-term plan that was developed in accordance with ECHDC's guiding principles and significant public input. The Blueprint, which describes future land uses and areas for future development/redevelopment, was accepted by the ECHDC Board of Directors in 2015 and incorporated into the City of Buffalo's Unified Development Ordinance ("Green Code") in 2017.

ECHDC completed *Buffalo Outer Harbor Access & Activation Civic Project, Phase 1* construction in May 2019, consisting of several improvements that enhance access and facilitate greater public use/enjoyment of 30-acres at the southern end of the Outer Harbor. These improvements, including the extension of a multi-use waterfront trail system, an events lawn, an urban bike park and off-road trails, and habitat restoration areas, are known as the Lakeside Complex.

After a series of public and stakeholder meetings between 2018 and 2019, ECHDC developed a Preferred Plan for the Outer Harbor, which was filed by the Board of Directors in June 2019. The Preferred Plan became the Buffalo Outer Harbor Civic and Land Use Improvements General Project Plan ("GPP") on November 9, 2020 and included several Phase 1 capital improvements to be completed over the next few years.

## III. Project Description

The Consultant for the Contract Amendment under consideration was originally part of the team for the Buffalo Outer Harbor Access & Activation Civic Project, consisting of several capital improvements that would enhance access and facilitate greater public use/enjoyment of 30-acres at the southern end of the Outer Harbor. These improvements, including the extension of a multi-use waterfront trail system, an

events lawn, an urban bike park and off-road trails, and habitat restoration areas, have been known as the Lakeside Complex since their opening in 2018.

Given their extensive knowledge of the site and work with stakeholders, the Consultant was then contracted to analyze the existing conditions of the entire 200-acre site, engage the public through a series of Open House and stakeholder meetings, and develop a Preferred Plan for the Outer Harbor, including the preliminary design of several additional capital investments. The Contract Amendments to date capture the scope of work changes that have allowed several capital improvements, now adopted by the Board of Directors as Phase 1 improvements under the Buffalo Outer Harbor Civic and Land Use Improvements General Project Plan, to progress to various stages of design.

This Contract Amendment would allow the Consultant to complete the construction documents for the Lakeside Complex, Bell Slip and Wilkeson Pointe improvements. This Amendment would also cover the tasks for the advertisement of bids and construction administration.

#### IV. Consultant Selection Process

The Consultant was originally selected by ECHDC as part of a competitive procurement advertised in the *New York State Contract Reporter* on June 21, 2016. After considering six proposals, on September 12, 2016 the Directors authorized ECHDC to enter into a contract with Trowbridge Wolf Michaels Landscape Architects LLP (“TWMLA”), a NYS-certified WBE. TWMLA’s team also includes Chiang O’Brien (MBE), Ravi Engineering and Land Surveying (MBE), WSP/Parsons Brinckerhoff, the LiRo Group, Biohabitats, RSM Design (WBE), Dixon Schwabl (WBE), and RJR Engineering (SDVOB).

On August 9, 2021 Fisher Associates, P.E., L.S., L.A., D.P.C (“Fisher Associates” or the “Consultant”) acquired Trowbridge Wolf Michaels Landscape Architects LLP. Work under the subject Contract Amendment would continue to be directed by team leader Kathryn Wolf and project manager Margot Chiuten, both principals with the former TWMLA.

The Consultant has already completed oversight of the construction for Phase 1 of the Project (Original Contract) and completed the planning and preliminary design work for Phase 2 (Amendments 1 and 2) of the Project. The Consultant has unique familiarity with the history of the Project as well as the complex coordination between the public, stakeholders, the City of Buffalo and ECHDC. As a result of ECHDC receiving additional funding for further construction improvements, extension of the Consultant’s services is needed and increasing the current contract amount is required. A Contract Reporter Exemption was approved by Empire State Development on April 5, 2018 for Amendment 1, on July 31, 2019 for Amendment 2, and on September 13, 2021 for Amendment 3.

Pursuant to State Finance Law Section 139-j and 139-k and the Corporation’s policy related thereto, staff has: a) considered the proposed contractor’s ability to perform the services provided for in the proposed contract; and b) consulted the list of offerers determined to be non-responsible bidders and debarred offerers maintained by the New York State Office of General Services. Based on the foregoing, staff considers the Consultant to be responsible.

#### V. Scope of Work

The Consultant will provide necessary services including, but not limited to, the scope of work described generally below for the next phase of improvements, including at the Lakeside Complex, Wilkeson Pointe

and Bell Slip. The scope of work for the tasks are below:

**Task B: Schematic Design**

Task Completed.

**Task C: Design Development**

Task Completed.

**Task D: Construction Documents – Wilkeson Pointe and Bell Slip**

1. The Consultant will be responsible for working with ECHDC and the parties previously listed to complete all construction documents required for the structures, interiors for the required spaces, and the site work, including landscaping, exterior/site lighting, signage and environmental graphics, and public art installations.
2. The Consultant will be responsible for providing complete specification sections and front end documents.
3. The Consultant will be responsible to prepare a final estimate of probable cost.
4. The Consultant will be responsible to prepare a final schedule for the construction period.
5. The Consultant will be responsible to submit structural, civil, electrical, mechanical, and any other calculations used in the design. Design calculations shall be submitted in hardcopy format, bound and sealed by a professional where applicable.
6. The Consultant will be responsible for issuing construction documents that are in compliance with the program, the budget, and the schedule as set forth by ECHDC.
7. The Consultant will be responsible to confer with all necessary regulatory agencies and incorporate their comments into the Construction Documents.
8. The Consultant will be responsible to develop and secure all necessary permits.
9. The Consultant will be responsible to develop the scope of work for a Request for Proposals for special inspection services required during construction.
10. The Consultant will be responsible to prepare documentation for, and present the information to, the City of Buffalo's Site Plan review.
11. The Consultant will be responsible to update the ECHDC's 3D waterfront simulation to reflect the final construction documents.

Construction Documents Deliverables:

Drawings: All required drawings shall be considered 100% complete and final.

Other: Design and performance requirements re-confirmed, final specification sections, final estimate of probable cost, final construction schedule, calculations, final special inspections RFP scope of work, and permits as detailed above.

**Task E: Signature Submittal - Wilkeson Pointe and Bell Slip**

1. The Consultant will be responsible, following a review and incorporation of comments from ECHDC, to produce original Contract Documents, stamped and signed by an architect or engineer appropriately licensed to practice in the State of New York, for signature by ECHDC.
2. The Consultant will be responsible to submit to ECHDC all final construction quantities.

Signature Submittal (Bid Documents) Deliverables:

Drawings: Two sets of original, stamped drawings and electronic files (both Autocad and pdf format).

Other: Two sets of unbound original specifications. Cost estimate and schedule shall be submitted in electronic form (original format and pdf), as well as hardcopy. Landscape Maintenance Plan for Improvements shall be submitted in electronic form (original format and pdf), as well as hardcopy.

**Task F: Bidding and Awarding – Lakeside Complex, Wilkeson Pointe and Bell Slip**

1. The Consultant will be responsible to provide assistance during the contract(s) advertising and award process, including assistance in pre-qualifying potential bidders, attendance at pre-bid meetings, reviewing and providing responses to bidder inquiries, preparing and issuing addendums as needed, responding to Requests for Information submitted by potential bidders, and assistance in reviewing bids.
2. The Consultant will be responsible to provide a written recommendation as to the low bid submission and contract award.

**Task G: Construction Administration– Lakeside Complex, Wilkeson Pointe and Bell Slip**

1. The Consultant will be responsible to provide construction contract administration services in conformance with ECHDC's construction schedule.
2. The Consultant Team shall be a representative of, and shall advise and consult with, the ECHDC during the construction phase.
3. The Consultant will be responsible to provide Office Engineering services, including:
  - a. Check detailed construction drawings, shop and erection drawings, and substitutions submitted by the Contractor for compliance with permits and contract documents.
  - b. Review specific non-routing laboratory, shop, and mill test reports of materials and equipment as directed by the ECHDC.
  - c. Address Request for Information (RFIs) from the Contractor and Building and Safety inspectors.
  - d. Prepare record (as-built) drawings on original contract documents as per the data supplied by Contractor via the ECHDC's Construction Monitor (CM).
  - e. Prepare preliminary and final punchlists for substantially completed construction work.
  - f. The Consultant shall review and prepare responses to requests for information from the Contractor or Construction Monitor (CM).
4. The Consultant will be responsible to provide Field Engineering services, including:
  - a. Make periodic visits to the site to observe the work in progress and provide appropriate reports, including attendance at weekly progress meetings. Provide written reports from site visits.
  - b. Observe and report to the ECHDC on any performance test required by contract documents.
  - c. Attend final inspections of Project's completed construction contracts.

**Task H: Construction Inspection– Lakeside Complex, Wilkeson Pointe and Bell Slip**

1. The Consultant will be responsible to provide construction inspection services in conformance with ECHDC's construction schedule.
2. The Consultant will be responsible to provide Inspection services, including:
  - a. Performing daily site inspection to determine if facilities are complete and being constructed in compliance with the Contract Documents, approved contract change orders, and any other permit requirements.

- b. Performing field inspection and other quality control activities including necessary materials testing.
- c. Preparing punch-list and inspection of punch-list corrective actions and review redlined record drawing (As-Built) plans of all aspects (mechanical, electrical, etc.) of project.
- d. Participating in all required conferences and progress meetings on a weekly basis.
- e. Reviewing and inspecting Contractor's work for compliance with Contract Documents on a daily basis, and with approved contract change orders.
- f. Monitoring of corrective actions taken by the Contractor needed to fix work that is not in compliance with Contract Documents.
- g. Reviewing and approving Contractor's survey layouts, line, grade, elevation, etc. of all work.
- h. Keep daily dairies (log), fill out Incident (accident) Reports, and take pictures of the project. A daily Inspection Report identifying work done by the Contractor and pay items worked on shall be completed by the next business day for review and filing.
- i. Reviewing Contractor's compliance with all regulatory permits (including NPDES, SWPPP, etc.) and mitigation measures.
- j. Reviewing Contractor's compliance with workplace safety and health standards and notification to ECHDC of noncompliance.
- k. The Consultant shall be responsible for providing services during construction close-out. Within one year of a Notice of Completion perform a site inspection, check all warranty items and provide punch list to ECHDC.

The Scope of Services may be amended at any time by ECHDC to reflect changes in the scope of work, duration of work, and/or changes in the project budget.

#### VI. Contract Term, Price and Funding

The Contract Amendment will cover fees and expenses from September 1, 2021 through March 31, 2026. The added amount to complete the above scope of work shall not exceed \$375,000, including reimbursables, for a total amended contract amount of \$4,114,860 including contingency.

The total contract fee will be calculated on a "hourly plus reimbursables" basis, payable in releases as the work is completed. The fee is based on approved level-of-effort hour estimates and salary schedules, and includes an allowance for incidental out of pocket project expenses (i.e., travel, reproduction costs, postage and delivery charges, permits and miscellaneous fees). Labor and expenses will be reimbursed upon submission of timesheets and acceptable receipted documentation.

The funding source shall be the New York Power Authority Relicensing Agreement.

#### VII. Non-Discrimination & Contractor and Supplier Diversity

ESD's Non-Discrimination and Contractor & Supplier Diversity policy will apply to this contract. The Contractor shall be required to solicit and utilize Minority and Women-owned Business Enterprise ("MWBEs") and Service-Disabled-Veteran-owned Business Enterprises (SDVOBs) for any contractual opportunities generated in connection with the Project and shall be required to use Good Faith Efforts (pursuant to 5 NYCRR §142.8 and 9 NYCRR § 252.2(m)) to achieve an overall MWBE Participation Goal of 30% and an SDVOB Participation Goal of 3%. The aforementioned goal shall include a Minority Business Enterprise ("MBE") Participation Goal of 15% and a Women Business Enterprise ("WBE") Participation

Goal of 15% related to the total value of ESD's funding. MWBE and SDVOB consultants on the team are as follows:

Trowbridge Wolf Michaels Landscape Architects (*former WBE*)  
*Ithaca NY 14850*

Chiang|O'Brien Architects (MBE)  
*Ithaca NY 14850*

Ravi Engineering and Land Surveying (MBE)  
*Rochester NY 14618*

Dixon Schwabl (WBE)  
*Rochester NY 14564*

Encorus (formerly RJR Engineering, P.C.) (SDVOB)  
*Springville NY 14141*

VIII. Environmental Review

Empire State Development staff has determined that the action, which involves entering into a contract amendment to undertake planning, detailed architectural design and engineering of the Project without committing the agency to undertake any future project, constitutes a Type II action as defined by the New York State Environmental Quality Review Act and the implementing regulations for the New York State Department of Environmental Conservation. No further environmental review is required at this time.

IX. Requested Action

The Directors are requested to (1) make a determination of responsibility with respect to the proposed consultant; (2) authorize the Corporation to enter into a Contract Amendment with Fisher Associates for an amount not to exceed \$375,000 for a total contract amount of \$4,114,860; and (4) authorize the Corporation to take all related actions.

X. Recommendation

Based on the foregoing, I recommend approval of the requested actions.

XI. Attachment  
Resolution



September 20, 2021

ERIE CANAL HARBOR DEVELOPMENT CORPORATION – Buffalo Outer Harbor Access & Activation Civic Improvements Project, Phase 2 - Authorization to Enter into a Contract Amendment with Fisher Associates, P.E., L.S., L.A., D.P.C. for Architectural and Engineering Services; and Authorization to Take Related Actions

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BE IT RESOLVED, that upon the basis of the materials presented to this meeting (the “Materials”), a copy of which is hereby ordered filed with the records of the Corporation, the Corporation hereby finds Fisher Associates to be responsible; and be it further

RESOLVED, that the Corporation is hereby authorized to enter into a contract amendment with Fisher Associates for THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$375,000) for a total contract amount not to exceed FOUR MILLION ONE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$4,114,860) for the purposes and services, and substantially on the terms and conditions, set forth in the Materials; and be it further

RESOLVED, that the President of the Corporation or his designee(s) be, and each of them hereby is, authorized to take such action and execute such documents as may be necessary or appropriate to carry out the foregoing resolution.

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# Item 3



FOR CONSIDERATION

September 20, 2021

TO: The Directors

FROM: Steven P. Ranalli

SUBJECT: Buffalo Outer Harbor Improvement Project

REQUEST FOR: Authorization to Enter into a Contract Amendment with Turner Construction Company for Construction Management Services; and Authorization to Take Related Actions

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CONTRACT NEED AND JUSTIFICATION

I. Contract Summary

Consultant: Turner Construction Company  
50 Lakefront Boulevard, Suite 200  
Buffalo, New York 14202

Scope of Services: Construction Management Services related to the Buffalo Outer Harbor Civic and Land Use Improvement Project

Original Contract Term: Five-Year Term Contract Through March 31, 2026

Original Contract Amount: Not to exceed \$545,400 (\$454,500 including reimbursables plus \$90,900 contingency)

Amendment 1 Term: No Time extension required

Amendment 1 Amount: Not to exceed \$80,000

Total Amount: \$625,400 including contingency

Funding Source(s): New York Power Authority (Relicensing Agreement)

II. Background

The Directors authorized entering a contract with the Turner Construction Company (the "Consultant") for Buffalo Outer Harbor construction manager services at the February 8, 2021 ECHDC Board Meeting. The Consultant has provided constructability review, construction estimates, and oversaw the submission of bid proposals for the first phase of the Buffalo Outer Harbor Civic and Land Use Improvement Project

(the “Project”). The next phase of the Project (Phase 1b) is currently progressing through final design. Amendment 1 will allow the Consultant to provide constructability reviews and cost estimates prior to Phase 1b being issued for bid proposals.

### III. Project Description

The Project consists of multiple phases of capital improvements and investments at several locations on ECHDC-owned Outer Harbor property as fully described within the General Project Plan (“GPP”). With the increasing popularity of the Outer Harbor as an active recreation destination, the demand for additional features and visitor amenities has been growing. Phase 1b of the construction will provide environmental remediation, landscape improvements, a wide range of active and passive recreation options, permanent public restrooms and food options.

The following Phase 1b components will be reviewed by the Consultant:

#### **Bell Slip**

Bell Slip has long been a destination for enjoying a natural habitat and a walk along the shoreline. Access to Bell Slip will be improved at the roundabout at Fuhrmann Boulevard. The new access road will include additional parking spots for visitors and will mitigate the current issues of parking on the adjacent habitat area. The improvements will provide an arrival plaza with a new restroom building for the public, trail improvements and access to outlooks over the Slip.

#### **Wilkeson Pointe**

Wilkeson Pointe was created in 2014, providing open space, walking and cycling paths, and a kayak launch in the adjacent Slip No. 3. Over the years, temporary structures have offered amenities to the visitors, including food and drinks, as well as bicycle and kayak rentals. The new improvements will build upon the success of Wilkeson Pointe. A permanent building will provide public restrooms and food and beverage service. The adjacent seating area is partially set within sand to extend the beach experience. The building and seating are adjacent to a smaller but enhanced lawn area that will be programmed for small scale events and recreational sports. Habitat improvements will be made that include additional tree, shrub and grass plantings, as well as a butterfly meadow along Fuhrmann Boulevard.

### IV. Consultant Selection Process

After advertisement of a competitive Request for Proposals (“RFP”) in the *New York State Contract Reporter* on November 13, 2020 and acceptance/evaluation of eight proposals, an ECHDC Selection Committee recommended the Consultant to the Directors for selection. The Consultant is a National multidisciplinary construction management firm with their headquarters located in New York City. Their team includes Rodriguez Construction Group (MBE), AA Report Writing & Consulting (WBE), and Trophy Point, LLC (SDVOB).

In responding to the RFP, the Consultant submitted a proposal to conduct construction management services for all planned phases of the Project, although ECHDC has so far awarded work only for Phase 1a. The Consultant work on this phase of construction will be directed by VP & Business Manager Steve Perrigo and Project Executive Matt Sikora. The Consultant clearly understands the complexity of the Project, the site, the key stakeholders and issues, and the timing objectives for this phase of construction.

Pursuant to State Finance Law Section 139-j and 139-k and the Corporation's policy related thereto, staff previously has: a) considered proposed contractor's ability to perform the services provided for in the proposed contract; and b) consulted the list of offerers determined to be non-responsible bidders and debarred offerers maintained by the New York State Office of General Services. Based on the foregoing, staff continues to consider the proposed contractor to be responsible.

V. Scope of Work

The Consultant shall have the primary responsibility to represent ECHDC throughout the Phase 1b effort for pre- construction, construction, and post-construction services; maintain responsibility for the day-to-day management of the construction process; and to deliver the Project on time, within budget, and of the highest quality. The Consultant will be responsible for coordinating with the Design Architect to identify value engineering solutions to save cost and schedule; and developing and implementing a work plan that ensures there are no deviations from cost, quality and completion dates; and ensures the most cost-effective Project outcome. The Consultant shall provide and coordinate all necessary services in order to complete the following tasks associated with the Pre-Construction of Phase 1b. Scope of work for Construction and Post Construction Phases are not included in this Amendment but will be included in a future Amendment once the construction scope, budget and schedule have been determined. Anticipated Pre-Construction tasks will include:

- a. Meetings
- b. Planning & Scheduling
- c. Constructability Review
- d. Permitting
- e. Construction Cost Estimate
- f. Value Engineering
- g. Contract Document Coordination
- h. Procurement Coordination
- i. Project Labor Agreement
- j. Quality Assurance
- k. Quality Control & Testing

The estimated project schedule for the Phase 1b work is as follows:

ECHDC Board Approval:	September 13, 2021
Design End:	February 2022
Construction Advertisement:	Q2 2022
Construction Begins:	Q4 2022
Construction Ends:	Q2 2024

VI. Contract Term, Price and Funding

The Contract Amendment covers fees and expenses over an approximate 8-month Pre-Construction period (August 2021 – March 2022). The added amount for the above scope of work shall not exceed \$80,000, including reimbursables, for a total amended contract amount of \$625,400 including contingency.

The total contract fee will be calculated on a "hourly plus reimbursables" basis, payable in releases as the work is completed. The fee is based on approved level-of-effort hour estimates and salary schedules, and includes an allowance for incidental out of pocket project expenses (i.e., travel, reproduction costs, postage and delivery charges, permits and miscellaneous fees). Labor and expenses will be reimbursed upon submission of timesheets and acceptable receipted documentation.

The funding source shall be the New York Power Authority Relicensing Agreement.

ECHDC and the Consultant shall negotiate fees and amend the Agreement to provide Construction Phase tasks for Phase 1b and any future projects as funding becomes available.

VII. Non-Discrimination & Contractor and Supplier Diversity

ESD's Non-Discrimination and Contractor & Supplier Diversity policy shall continue to apply to this contract. The Contractor shall be required to solicit and utilize Minority and Women-owned Business Enterprise ("MWBEs") and Service-Disabled-Veteran-owned Business Enterprises (SDVOBs) for any contractual opportunities generated in connection with the Project and shall be required to use Good Faith Efforts (pursuant to 5 NYCRR §142.8 and 9 NYCRR § 252.2(m)) to achieve an overall MWBE Participation Goal of 30% and an SDVOB Participation Goal of 6%. The aforementioned goal shall include a Minority Business Enterprise ("MBE") Participation Goal of 15% and a Women Business Enterprise ("WBE") Participation Goal of 15% related to the total value of ESD's funding. Consultants on the team, listed by MWBE and SDVOB percentages, are as follows:

Consultants on the team that will be utilized to comply MWBE and SDVOB percentages for Phase 1b, are as follows:

Rodriguez Construction Group (MBE)  
*Louis Rodriguez, Buffalo, NY 14211*

AA Report Writing & Consulting (WBE)  
*Tamara Greer-Clemons, Buffalo, NY 14216*

Trophy Point LLC (SDVOB)  
*Rich Chudzik, Blasdell, NY14219*

VIII. Environmental Review

The Directors made a Determination of No Significant Effect on the Environment for the Buffalo Outer Harbor Civic and Land Use Improvement Project at their meeting of November 9, 2020. This determination addressed all aspects of the Project, included construction management activities to covered under this contract. Therefore, no further environmental review is required in connection with this action.

IX. Requested Action

The Directors are requested to: (1) make a determination of responsibility with respect to the proposed consultant; (2) authorize the Corporation to enter into a contract amendment with Turner for an amount

not to exceed \$80,000 including reimbursables for a total amended contract amount of \$625,400 including contingency; and (3) authorize the Corporation to take all related actions.

X. Recommendation

Based on the foregoing, I recommend approval of the requested actions.

XI. Attachments  
Resolution

September 20, 2021

ERIE CANAL HARBOR DEVELOPMENT CORPORATION – Buffalo Outer Harbor Improvement Project - Authorization to Enter into a Contract Amendment with Turner Construction Company for Construction Management Services; and Authorization to Take Related Actions

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BE IT RESOLVED, that upon the basis of the materials presented to this meeting (the "Materials"), a copy of which is hereby ordered filed with the records of the Corporation, the Corporation hereby finds Turner to be responsible; and be it further

RESOLVED, that the Corporation is hereby authorized to enter into a Contract Amendment with Turner for a total contract amendment not to exceed EIGHTY THOUSAND DOLLARS (\$80,000) for the purposes and services, and substantially on the terms and conditions, set forth in the Materials, and for a total contract amount of SIX HUNDRED TWENTY FIVE THOUSAND FOUR HUNDRED DOLLARS (\$625,400); and be it further

RESOLVED, that the President of the Corporation or his designee(s) be, and each of them hereby is, authorized to take such action and execute such documents as may be necessary or appropriate to carry out the foregoing resolution.

\* \* \*



# Item 4



FOR CONSIDERATION

September 20, 2021

TO: The Directors

FROM: Steven P. Ranalli

SUBJECT: LECOM HARBORcenter - Southern Tier Brewing Company

REQUEST FOR: Design Approval of Southern Tier Brewery Company's Exterior Signage; and Authorization to Take Related Actions

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I. Background

On August 29, 2012, the HARBORcenter Development, LLC was selected as the preferred developer for the former Webster Block site after completing a City-led RFP process. The Project was selected subject to review/approval of the Project design in accordance with established design guidelines adopted as part of the Canalside MGPP.

HARBORcenter was developed by the HARBORcenter Development, LLC (the "Developer"). The Project, which would include the entire Webster Block, is part of the area encompassed by the Canalside Land Use Improvement Project ("Canalside" or the "Project") on the City of Buffalo's Inner Harbor. Empire State Development ("ESD") adopted a General Project Plan ("GPP") for Canalside in accordance with the New York State Urban Development Corporation Act ("UDC Act") on December 18, 2009 and affirmed the GPP on March 26, 2010. The GPP was modified ("MGPP") on October 21, 2010 and again on November 15, 2012. The Project was specifically included in the GPP and October 2010 MGPP and then envisioned as a mixed-use building with a hotel and/or office tower, integrated parking garage, and first floor retail. In the November MGPP.

As part of the October 21, 2010 MGPP for Canalside, ECHDC also adopted a series of urban design and architectural design guidelines ("Design Guidelines") and established a process for review of individual development proposals in the Canalside area. The Design Guidelines and review process are intended to ensure that future development contributes to a dense, urbane, pedestrian-scaled development pattern and architectural themes consistent with Canalside development objectives. This process, which called for a more detailed review and requirements for new development, supported the ESD action to override local development regulations for components of Canalside. To facilitate the process, ECHDC established a Design Review Committee ("DRC"), which is composed of local professionals with specific training and/or expertise in urban/architectural/landscape design, construction, and development, to review and make recommendations to the Board of Directors of ECHDC on the design of private development proposals at Canalside with regard to their consistency with the Design Guidelines. Exterior renovations of built developments require DRC approval.

At the ground floor, the northwest corner of HARBORcenter was previously occupied by the 716 restaurant. A new tenant, Southern Tier Brewing Company ("Tenant"), is scheduled to take over the now

vacant ground floor space and renovate both the interior and exterior to better associate with their established brand. The Tenant submitted their plans for exterior renovation to the DRC for review.

## II. Description of HARBORcenter Exterior Design

The sixteen-story HARBORcenter occupies the entire Webster block. The lower four-stories is clad with brick masonry and storefront glazing. The remaining upper stories are clad with metal panels of various gray tones and aluminum glazing system.

The Southern Tier Brewing Company will be located in the northeast corner of the block, where the former 716 restaurant was located. Southern Tier is proposing to install wood panels over the brick to the extent of their rental space. The wood panels will be installed along the front entrance and run continuous around both Washington Street and Scott Street corners for three window bays. The wood panels will extend nineteen feet, wrapping around the top of the window openings.

At the main entrance, Southern Tier will be replacing the 716 signage with signs including their own branding. A circular blade sign that matches the size of the existing signs at the first floor of HARBORcenter, will be install at each corner. The existing illuminated orange panels at the entry door will be changed to white panels. The 716 sign on the metal mesh tower will be replaced by a large circular sign that matches the blade signs. Lastly, a Southern Tier lettering sign will be placing on the brick masonry above the wood panel installation. Each of these signs will be back lit.

Renderings and wood panel material information attached hereto as **Exhibit A**.

## III. Compliance of Project with MGPP Objectives and Canalside Design Guidelines

The Project has been formally reviewed by the Canalside Design Review Committee (the "DRC") to determine it consistency with the Canalside Design Guidelines. After their technical review, the DRC convened and unanimously recommended the ECHDC approve the exterior renovations as they were presented. A copy of the DRC's recommendation for approval letter is attached hereto as **Exhibit A**.

Through communication with the City of Buffalo, ECHDC was notified the Planning Board does not review signage within Canalside.

Based upon review and consideration of the DRC's recommendation, ECHDC staff finds that the Southern Tier Brewing Company exterior signage is consistent with the Canalside Design Guidelines.

## IV. Environmental Review

ESD, as lead agency, conducted an environmental review of the Project that completed on March 26, 2010, pursuant to the requirements of the State Environmental Quality Review Act ("SEQRA"), which the preparation of a draft and final generic environmental impact statement ("GEIS"). The adoption of design standards and the undertaking of design review of building components in the Canalside area was a mitigative measure in the SEQRA findings. No further environmental review is required.

V. Requested Action

Based upon the foregoing, the Directors are requested to: 1) based on the recommendations of the ECHDC's Design Committee, find that the Project is consistent with the Design Guidelines established by the Corporation as part of the MGPP for the Canalside Land Use Improvement Project without modification thereof; and 2) take all related actions.

VI. Recommendation

Based on the foregoing, I recommend approval of the requested actions.

VII. Attachments

Resolution

Exhibit A – Canalside Design Review Committee with Renderings and Drawings

September 20, 2021

ERIE CANAL HARBOR DEVELOPMENT CORPORATION – LECOM HARBORcenter - Southern Tier Brewing Company - Design Approval of Southern Tier Brewing Company's Exterior Signage; and Authorization to Takes Related Actions

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BE IT RESOLVED, that upon the basis of the materials presented to this meeting (the "Materials"), a copy of which is hereby ordered filed with the records of the Erie Canal Harbor Development Corporation (the "Corporation"), and based on the recommendations of the Corporation's Design Review Committee, the LECOM HARBORcenter – Southern Tier Brewing Company's Exterior Signage ("Project") is found, without modification thereof, to be consistent with Canalside Design Guidelines established by the Corporation as part of the Modified General Project Plan for the Canalside Land Use Improvement Project; and be it further

RESOLVED, that the President or an Officer of the Corporation or his designee(s) be, and each of them hereby is, authorized to take such action and execute such documents as may be necessary or appropriate to carry out the foregoing resolutions.

\* \* \*

# Exhibit A

June 30, 2021

Mr. Steve P. Ranalli, P.E.  
President  
Erie Canal Harbor Development Corporation  
95 Perry Street  
Buffalo, NY 14203

***RE: Canalside – Southern Tier Brewing Company Exterior Signage  
LECOM Harborcenter, Buffalo, NY***

Dear Steve,

The Design Review Committee has reviewed the exterior signage development renderings submitted on June 10, 2021. The exterior improvements include circular flag signs that match the existing LECOM flag signs, changing existing orange panels to white, and adding a wood panel rain screen within twenty-feet of grade. The proposed exterior signage and exterior improvements comply with the Canalside Design Guidelines.

The Design Review Committee recommends to the Erie Canal Harbor Development Corporation Board that the project be approved as presented.

Sincerely,

***Design Review Committee:***

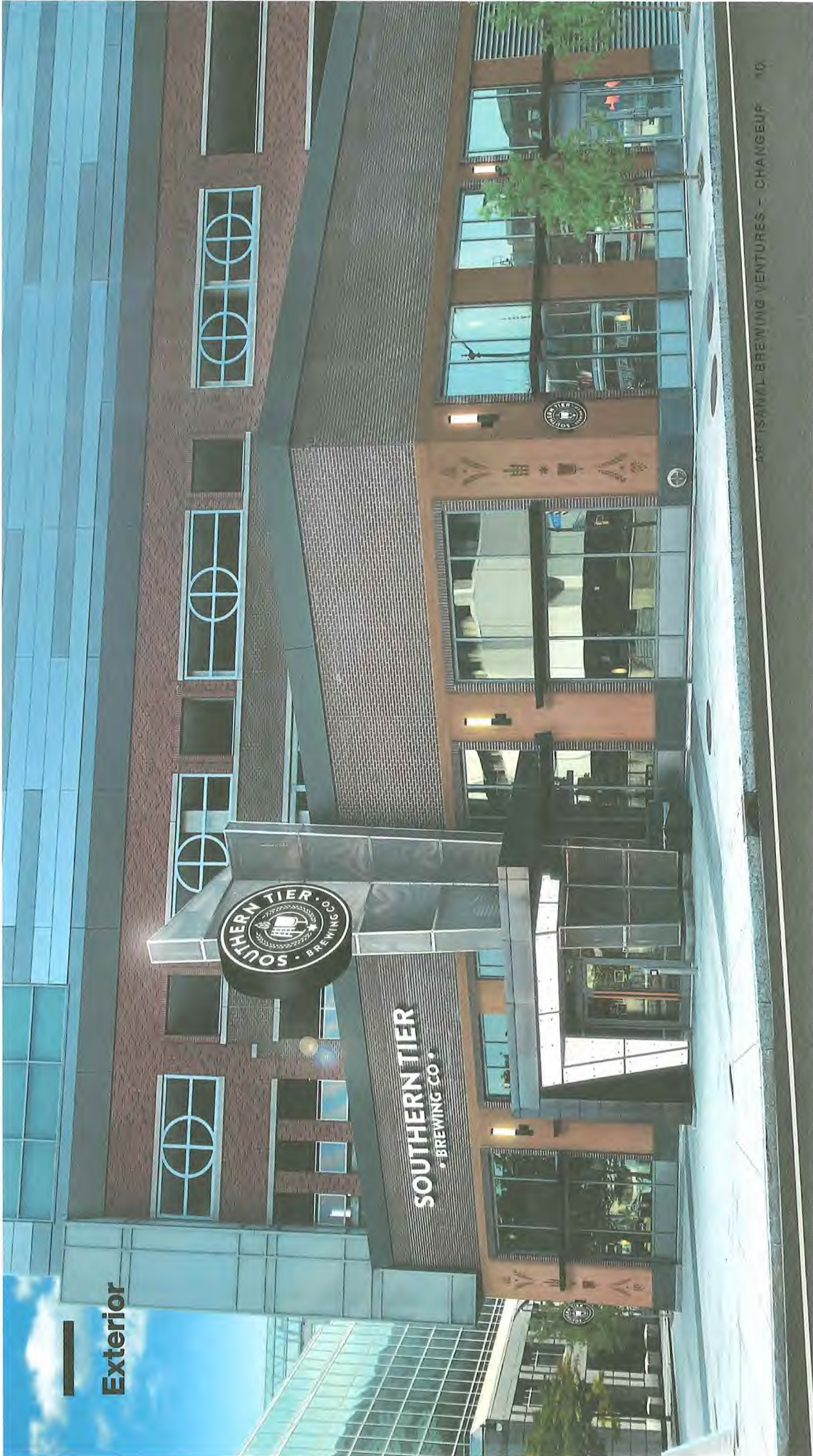
***Rishawn Sonubi, AIA***

***Audrey Ross Sanders, RA***

***Mark Mistretta, RLA***

***Elaine Chow, RA***

***Deborah Pease, AI***



**Exterior**



# Exterior

