

Request for Proposals
For
Professional Consultant Services

Preparation of the
Erie County Cultural Heritage Plan

As an element of the
Erie County Comprehensive Plan

This project is being administered by:
ERIE COUNTY DEPARTMENT OF PLANNING
150 East Front Street
Suite 300
ERIE, PA 16507

ANNOUNCEMENT

County of Erie, Pennsylvania

Erie County Department of Planning

REQUEST FOR PROPOSALS

PROFESSIONAL CONSULTANT SERVICES FOR PREPARATION OF A CULTURAL HERITAGE PLAN

FOR ERIE COUNTY, PENNSYLVANIA

The County of Erie, Pennsylvania, acting through the Erie County Department of Planning, is accepting proposals for preparation of a Cultural Heritage Plan.

Detailed information on the services required by the County of Erie as part of this project effort is outlined in a "Request for Proposals" (RFP). Contractors interested in submitting a proposal may obtain a copy of the RFP by contacting the Erie County Department of Planning at jmcgranor@eriecountypa.gov or (814) 451-7329, Monday through Friday, 8:00 AM through 4:30 PM. Written inquiries for a copy of the RFP should be submitted to Erie County Department of Planning, 150 East Front Street, Suite 300, Erie, PA 16507.

Sealed proposals (five copies) must be received at the Erie County Controller's Office, Erie County Courthouse, Room 107, 140 West 6th Street, Erie, PA 16501, no later than 10:30AM, August 29th, 2016, at which time and place all proposals will be publicly opened. The County of Erie will not accept any proposal submitted after this deadline.

The County of Erie reserves the right to reject any or all proposals, or parts thereof, at their discretion, conduct negotiations, and request oral presentations. The County encourages responses from minority and women business enterprises. No individual or firm responding to this notice will be discriminated against because of race, religion, handicap, sex, or national origin. The County of Erie is an equal opportunity employer.

Katherine S. Wyrosdick, AICP

Director

Erie County Department of Planning

PURPOSE

This purpose of this Request for Proposals (RFP) is to retain professional consulting services for the development and preparation of a Cultural Heritage Plan. The resulting plan is intended to become an element of the Erie County Comprehensive Plan.

ISSUING AGENCY

The Erie County Department of Planning will serve as the issuing agency, and will be responsible for project administration functions. The Erie Department of Planning is located at 150 East Front Street Suite 300 Erie PA 16507.

INQUIRIES

Inquiries concerning this RFP should be directed to John McGranor at jmcgranor@eriecountypa.gov or (814) 451-7329. The Erie County Department of Planning will make every effort to respond in a timely fashion, but failure to do so will not affect completion of the RFP process.

TOTAL PROJECT COST

Proposals are not to exceed \$50,000.00 and the negotiated contract will be a fixed price. We recommend that consultants provide a scope of work that fits this budget.

RESPONSE DUE DATE

All proposals must be received at the **Erie County Controllers' Office, Erie County Court House, 140 West 6th Street, First Floor, Room 107, Erie PA 16501** no later than **10:30AM, August 29th, 2016**. It is the responsibility of the contractor to ensure that the proposal is received by the Erie County Controllers' Office by the date and time specified.

Late proposals will not be considered.

INTRODUCTION

The Cultural Heritage Plan will provide the County of Erie with a realistic, workable and implementable plan for historic and cultural resources in the county. As an element of the Erie County Comprehensive Plan, the Cultural Heritage Plan will consider the issues, problems, and opportunities associated with historic and cultural resources. It will develop goals, policies, and strategies for their appropriate use, conservation, preservation, and protection; and will include an implementation/action plan.

The Cultural Heritage Plan will help communities, property owners, organizations, and agencies to better appreciate the cultural and economic value of historic buildings, sites, and cultural experiences that contribute to the community's identity, and will assist civic leaders in planning for their protection and integration into economic revitalization strategies.

The policies and recommendations that result from the planning process will be informed by a robust public engagement process, a Cultural Heritage Task Force of comprised of key stakeholders, and the research and expertise of the consultant team.

BACKGROUND

In 2013, Preservation Erie began work on the first Erie County, county-wide historic resource survey in over 30 years. The goal was to provide baseline information to be used in the development of an historic preservation plan. The mission of Preservation Erie is to promote, preserve, and enhance the distinctive character of greater Erie through community-based planning, design, and historic preservation.

Preservation Erie contracted with Wise Preservation Planning to conduct the inventory. Wise Preservation Planning identified, documented and mapped 32,000+ resources and historic districts individually listed on, determined to be eligible for, or that appeared to be eligible for, the National Register of Historic Places. The inventory was completed in accordance with the Bureau of Historic Preservation Guidelines for Comprehensive Surveys. The inventory and a Report of the County Survey are available for viewing at <http://www.eriebuildings.info> .

In 2015, Destination Erie completed a HUD sponsored, Regional Plan for Sustainable Development for the County of Erie. One of the plan's recommended short term priorities was to "Ensure the region's cultural assets are not lost by creating an historic preservation plan for protecting and appropriately reusing Erie County's historic properties."

Later in 2015, Preservation Erie partnered with the Erie County Department of Planning to pursue grant funding, through the Pennsylvania Historical and Museum Commission (PHMC) for preparation of a Cultural Heritage Plan. In September of 2015, the Erie County Department of Planning was awarded a Keystone Project Grant Agreement by PHMC. The required matching funds for this project are provided by Erie County, Preservation Erie and the Erie Community Foundation.

In preparation for the planning process, a Cultural Heritage Plan Task Force has been recruited and organized. The Task Force membership includes stakeholders from businesses, non-profit organizations, municipal governments, and other agencies. The role of the Task Force is to provide oversight, inform selection of the planning consultant, and to serve as a resource for the chosen consultant.

SCOPE OF SERVICES

The consultant or consulting team will provide the planning services necessary for the completion of Erie County's Cultural Heritage Plan. The following sections describe the scope of work and specific deliverables. The consultant/consulting team may submit suggestions on how the scope of work can be enhanced and/or amended, plus additional details of approach, methods, etc. for carrying out the project.

SCOPE OF WORK

The following are tasks within the Cultural Heritage planning process that require the assistance of a consultant / consulting firm and their expertise:

A. Public Engagement

The proposed planning process shall be guided by a public participation process that will provide a forum for open discussion of preservation issues and will serve as a public education tool. The consultant shall assist in organizing a minimum of two public meetings and one public hearing. The consultant shall participate in these public meetings/hearing, engage the public and solicit input. The consultant shall record public comments and incorporate those comments into the final plan. Additionally, in consultation with the Erie County Department of Planning, the consultant shall develop press releases and may be required to engage local media as part of the public participation process. Finally, the consultant is expected to engage local elected officials as necessary throughout the process.

B. Evaluation of Erie County's developmental and cultural history

The consultant or consulting firm shall provide a short narrative of Erie County's developmental history and major cultural milestones. The developmental history will address major themes of settlement and industrial progress. This should not be a comprehensive history of the county, but rather an explanation of the various layers of history evidenced in the built environment, and a description of the cultural resources that reflect that history. Historic atlases, maps, written histories, and other similar resources will be consulted.

C. Inventory existing conditions and identify significant features

The consultant or consultant team shall examine and evaluate existing inventories, including the county-wide historic resources survey that was completed in 2014 by Wise Preservation Planning.

Where applicable, the following items shall be identified and inventoried.

1. National Register eligible properties.
2. Significant historic and cultural resources that are of regional or local significance.
3. Local ordinances, activities or policies related to management of historic/cultural resources.
4. Critical areas where historic areas or structures are experiencing pressures related to economic decline, growth, etc.

D. Identify and analyze issues, problems, and opportunities associated with historic and cultural resources.

E. Identify, articulate and prioritize goals, objectives and strategies

This step should include public involvement and coordination with other elements of the county's comprehensive plan. The intent is to identify goals, objectives and strategies that are realistic, workable and implementable. The consultant will assist the Cultural Heritage Task Force with the prioritization of these goals, objectives and strategies.

F. Develop an Implementation Program / Action Plan for each goal.

An implementation program / action plan shall be developed for each goal. The action plan shall prioritize strategies for each goal, estimate the amount of funding needed and identify potential funding sources. The action plan shall also identify responsible parties for accomplishing strategies, and set forth projected timeframes for completion.

PROJECT COORDINATION

Throughout the project, coordination will be maintained between the County and the Consultant.

Throughout the duration of this project, the consultant will be required to attend a minimum of six (6) project review / development meetings with the Cultural Heritage Task Force. The consultant will also be required to present the draft plan to the Cultural Heritage Task Force at one of its meetings.

The consultant shall submit monthly progress reports to the County summarizing the work accomplished for that month, by task, in accordance with the final Scope of Services and Project Completion Schedule.

Such meetings and correspondence will enable prompt resolution of any issues that may cause delays in the completion of the project.

PROJECT DELIVERABLES

The consultant shall submit the following products to the County in accordance with the approved Project Completion Schedule:

1. Draft Cultural Heritage Plan and draft action plans for review and comment.
2. An executive summary suitable for publication that details the benefits of plan implementation, including cultural, economic and other community benefits.
3. A complete, county approved, Cultural Heritage Plan. The consultant will be responsible for designing and formatting the document, as well as providing the plan in printable, electronic, and web-based formats. Two (2) complete copies of the final work effort (narrative, maps and supporting data) shall be provided on CD.
4. An editable version of the final plan will also be provided. The narrative will be submitted in Microsoft Word format. The map portions of the document will be provided as an ArcGIS Geo-shape file with all corresponding data provided.

PROPOSAL SUBMISSION REQUIREMENTS

The proposal must include the following information:

1. Cover Letter including:
 - The consulting firm's name, mailing address, and nearest office location;
 - Identification of the contact person for the consulting firm, including all contact information.
 - A statement that the proposal is in response to the Cultural Heritage Plan RFP.
2. Technical and Price Proposal

The proposal shall consist of a technical proposal and a price proposal which shall be held valid for up to three months (3) from the due date. The technical proposal shall include a work program in a format that is acceptable for use as the final Scope of Services in the contract between the County of Erie and the consultant.

The price proposal shall include a detailed cost estimate of each of the tasks defined in the scope of services. Project cost estimates should include the number of hours, hourly rates for principals, project managers, and other personnel assigned to each task. The consultant's bid must also include any related expenses, such as travel.

Proposals are not to exceed \$50,000.00 and the negotiated contract will be a fixed price. We recommend that consultants provide a scope of work that fits this budget.

The consultant/consulting team may submit suggestions on how the scope of work can be enhanced and/or amended, plus additional details of approach, methods, etc. for carrying out the project.

3. Completion Schedule / Timeline

The proposal shall include a project completion schedule / timeline that provides anticipated dates of completion for each step of the planning process. The project should be completed no later than **March 31, 2017**.

Note: This planning project is partially funded by a Keystone Historic Preservation Grant from the Pennsylvania Historical and Museum Commission. The PHMC grant agreement term ends March 31, 2017.

4. Qualifications

The County of Erie seeks a consultant that has demonstrated capabilities in cultural heritage planning, creative public outreach at the county-wide level, and capacity building for plan implementation.

Responses to the RFP must include the full range of skills and experience necessary to perform the work that is outlined in the Scope of Services. To best express their qualifications for the project, the consulting firm should provide:

- A brief history of the consulting firm, no longer than 1 page in length;
- Personnel assignments and individual work experience;
- Resumes of the personnel assigned to this project, including any sub-consultants;
- The anticipated roles of all personnel assigned to this project;
- A narrative explaining the firm's approach to the project;
- Any consultant suggestions for how the scope of work can be enhanced, plus additional details of approach, methods, etc. for carrying out the prescribed work;
- Proposed work schedule;
- Examples of recent work that are similar in nature;
- At least three references with contact information for recent and relevant work. Consultant(s) should specify his/her/their role(s) in each of these projects, the type of work he/she/they performed, and implementation results that followed.

5. Current and Planned Project Obligations

The consultant / consulting firm should provide a list of current major projects, project status, and contract term of those projects.

PROPOSAL SUBMISSION

Consultants are required to submit five hard (5) copies and one digital copy of the requested proposal, which must be submitted in a sealed envelope labeled "ERIE COUNTY CULTURAL HERITAGE PLAN", to **Erie County Controllers' Office, Erie County Court House, 140 West 6th Street, First Floor, Room 107, Erie PA 16501**. Proposals must be received by the Erie County Controllers' Office by the date and time specified in this RFP. Late proposals will not be considered.

SELECTION PROCEDURES

The Project Management Team will review the proposals and will make a short list of consultants. The consultant may be asked to make a presentation to the Project Management Team or the Cultural Heritage Task Force.

It is anticipated that consultant selection will occur within three weeks of the RFP deadline. A notice to proceed will be issued as soon as possible thereafter. Upon conclusion of final negotiations with the successful contractor, all contractors submitting proposals in response to this RFP will be notified of the selection decision.

The County of Erie is not liable for any costs incurred by individuals/firms in preparing proposals or participating in the selection process. These costs are the sole responsibility of the individuals/firms submitting the proposal. The County of Erie reserves the right to reject any or all proposals, to negotiate separately with competing contractors and/or to make no award.

SELECTION CRITERIA

The Management Committee will evaluate the proposals, and will select a consultant based on the following criteria, amongst others:

- Completeness of the Submission;
- Understanding the Scope of Services and the objectives of the project;
- Creativity and innovation in techniques and ideas;
- The relevant qualifications and recent experience of the consultant(s) in Cultural Heritage Planning and meeting objectives outlined herein;
- Qualifications and experience of the consultant and assigned personnel;

- Suggestions submitted to enhance and/or amend the scope of work and additional details of the approach and methods to carry out the project;
- Proposals will be competitively judged on the quality and value of the proposed work approach, products, etc., and proposed budget;
- Ability to carry out and manage the project, and to meet the expected project timeline/completion schedule.

SMALL AND/OR MINORITY-OWNED BUSINESSES

Efforts will be made by the Erie County Department of Planning to utilize small businesses and minority owned businesses. A contractor qualifies as a small business firm, if it meets the definition of “small business” as established by the Small Business Administration (13 CFR 121.201).

PROPOSAL, CONSULTANT AND CONTRACT PROVISIONS

The following information is meant to address potential questions regarding the project proposal, consultant requirements, and contract provisions should your firm be selected to complete the project.

PROPOSAL:

1. Proposal Submittal and Acceptance: The County of Erie is not liable for non-receipt of a proposal if sent by mail, late delivery of same, if hand-delivered after the proposal submittal deadline, or addressed to any other County employee or office other than the Erie County Controller's Office. In addition, the County of Erie will not be responsible for any costs incurred by the consultants in responding to this Request for Proposal. Each proposal will be submitted with the understanding that the acceptance in writing by County of Erie of the offer to furnish the services described therein, shall constitute a contract between the Consultant and the County of Erie which shall bind the Consultant on his part to furnish and deliver at his bid price, and in accordance with conditions of said accepted proposal and specifications. A formal Contract Agreement between the County of Erie and the Consultant shall be executed within thirty (30) days.
2. Proposal Ownership: All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the County of Erie and will not be returned to the sender.
3. Proposal Award: The County of Erie reserves the right to accept any proposal, or to reject any or all proposals, or to award the contract for the purchase of the services on such basis as the County of Erie deems to be in its best interests.

CONSULTANT REQUIREMENTS:

1. Equal Employment Opportunity: If awarded the contract, the Consultant agrees to comply with the following Equal Employment Opportunity provisions:
 - 1.1 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. As used herein, "treated" means and includes, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off, and terminated. The Consultant agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
 - 1.2 The Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
 - 1.3 The Consultant shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Consultant's commitment under the Equal Employment Opportunity clause of the County and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 1.4 The Consultant shall furnish all information and reports requested by the County Executive or the County Council to ascertain compliance with the program.
 - 1.5 The Consultant shall take such action with respect to any subcontractor as the County may direct as a means of enforcing the provisions of subsections 1.1 through 1.8 hereof, including penalties and sanctions for noncompliance, provided, however, that in the event the Consultant becomes involved in or is threatened with litigation as necessary to protect the interests of the County to effectuate the County's Equal Employment Opportunity Program and in the case of contracts receiving Federal assistance, the Consultant or the County may request the United States to enter into such litigation to protect the interests of the United States.
 - 1.6.0 The Consultant shall file and shall cause his subcontractors, if any, to file compliance reports with the County. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Consultant and his subcontractor.

- 1.7 The Consultant shall include the provisions of subsections 1.1 through 1.8 of the Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- 1.8 Refusal by the Consultant or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any and all of the following penalties:
 - a. Withholding of all future payments under the involved public contract to the Consultant in violation until it is determined that the Consultant or subcontractor is in compliance with the provisions of the contract.
 - b. Refusal of all future bids for any public contract with the County or any of its departments or divisions until such time as the Consultant or subcontractor demonstrates that he has established and shall carry out the policies as herein outlined.
 - c. Cancellation of the public contract and declaration of forfeiture of the performance bond.
 - d. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate proceedings may be brought to enforce those provisions including the enjoining, within applicable law, of the Consultant subcontractors or other organizations, individuals or groups who prevent directly, indirectly or seek to prevent directly or indirectly, compliance with the policy, as herein outlined.
2. Non-Discrimination / Sexual Harassment Compliance: During the term of the Contract, the Consultant agrees to the provisions of the Commonwealth Non-Discrimination / Sexual Harassment Clause.
3. Compliance with The Americans with Disabilities Act: Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Consultant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities provided for under the Contract. As a condition of accepting and executing the Contract, the Consultant agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the County through contracts with outside contractors.
4. Ineligible Consultant: The Consultant certifies that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government.
5. Prohibited Interests: No member, officers, or employee of the public body, commission or locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

6. Non-Collusion: The Consultant guarantees that the proposal submitted is not a product of collusion with any other consultant and no effort has been made to fix the proposal price of any consultant or to fix any overhead, profit or cost element of any proposal price.
7. Covenant Against Gratuities: If awarded the contract, the Consultant shall warrant that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the County of Erie with a view toward securing favorable treatment in awarding, amending or evaluation performance of the contract.
8. Personnel: The Consultant represents that it employs, or will employ, at its own expense, all personnel required for the completion of this project. The Consultant shall also notify the County of Erie of all key personnel assigned to the project effort and request approval from the County of Erie for any assignment changes of key personnel throughout the duration of the project.

Consultant employees engaged in field work shall identify themselves as being retained by the County to conduct this project to any interested person or property owner.

9. Sub-Contracting: It is expected that the assigned project team shall be responsible for completing the work tasks. Other sub-contracting must be detailed in the Consultant's original work program. Additional sub-contracting shall be done only upon approval by the County of Erie in accordance with the provisions of the Contract Agreement.
10. Insurance Coverage: The Consultant will maintain insurance against the following risks during the term of the contract:
 - 10.1 Worker Compensation in statutory amounts and employer's liability for employees' assignment-related injuries or disease; the Consultant shall also be responsible for providing proof of Worker's Compensation coverage for all subconsultants engaged in this project.
 - 10.2 General liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from the Consultant's performance under this Agreement.
 - 10.3 Professional liability and/or errors and omissions insurance coverage sufficient to protect and County in the event of negligence in the performance of all contracted work activities.
11. Maintenance of Records: The Consultant shall maintain complete and accurate records with respect to allowable costs incurred and manpower expended as part of the project effort. All such records shall be maintained on the basis of generally accepted accounting principles and shall be clearly identified and readily accessible. The Consultant shall provide representatives of the County of Erie with access to such records on an as-needed basis.

12. Ownership of Data: All data including written materials, photographs, drawings, maps, graphics, or other information collected or created as part of the project effort, whether delivered or not, shall be acquired on behalf of Erie County and shall be the property of the County.

All source, intermediate and final data/work products collected or created as part of this project effort, represent "work made for hire" and as such the Consultant intending to be legally bound hereby assigns to Erie County any and all of its interest in the material produced and to be produced for this project and in the copyright thereon, together with the right to secure renewals, reissues, and extensions of the copyright. Such interest and right shall be held to the full end of the term for which the copyright on any renewal or extension thereof is or may be granted.

13. Right To Know Law: The Consultant hereby agrees that if the County receives a request under the act for records of the Consultant and the County Open Records Officer or Deputy determines that these records must be provided for County to comply with the act under this section the Consultant will supply these records to County so that they may be made available to the requestor for inspection and/or copying.

CONTRACT PROVISIONS:

1. Contract Preparation: The County of Erie shall prepare a written agreement for execution between the Consultant and the County of Erie. The general provisions of this RFP, the Scope of Services, and any other requirements placed on the project by the County of Erie shall be made a part of the Agreement.
2. Contract Integrity: The Consultant shall not have authority to vary, alter, amend or change the contract, or any part thereof, without the written consent of the County of Erie. The Consultant is assumed to be familiar with all federal, state and local laws, codes, ordinances and regulations which affect those engaged or employed in the work or in any manner affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of the Consultant will in any way serve to modify the provisions of the contract.
3. Contract Changes: Any proposed contract change shall be submitted to the County of Erie for its prior approval and the County will make the change by a contract modification. The County of Erie may, at any time, by written order and without advance notice to the sureties, make changes, within the general scope of the contract. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Consultant of the notification of change; provided, however, if the County of Erie decided that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract.

The County of Erie also reserves the right to enter into negotiations with the Consultant for the purpose of adding additional project tasks which were not included within the original scope of the contract. Adding project tasks will require a contract modification.

4. Termination of Contract: The County of Erie reserves the right to terminate the contract for or without cause upon seven (7) days written notice to the Consultant. If the contract is terminated, the County will make payment for the work that the Consultant has completed in accordance with the Scope of Services up through and including the termination date, subject to the provisions of the "Funding Out Clause" Section of the contract. In the event of termination, all finished or unfinished documents, data, studies, surveys, maps, models and reports prepared by the Consultant shall, at the option of the County, become the property of the County of Erie.
5. Notice to Proceed/Time of Performance: The services of the Consultant are to commence upon receiving a written Notice to Proceed by the County of Erie. The Consultant is responsible for any and all costs undertaken by the Consultant or any sub consultants prior to the issuance of the Notice to Proceed. The Consultant shall work to ensure that all project activities are completed by the contract termination date.
6. Acceptable Delays: Performance hereunder shall be within the time allotted provided, however, that neither the County of Erie nor the Consultant shall be held responsible for damages caused by delay or failure to perform hereunder when such delay or failure is due to fires, strikes, storms, floods, scarcity of fuel, governmental regulation or orders, legal acts of public authorities, acts of God or other acts which cannot reasonably be forecast or provided against.
7. Reporting Allowable Costs, Payment Schedule:
 - 7.1 The Consultant shall invoice for actual expenditures by task in accordance with the Scope of Services and Project Completion Schedule. Invoices shall be submitted monthly/quarterly no later than the tenth day of the month for all work performed the previous month/quarter.
 - 7.2 The County of Erie will reimburse the Consultant for services rendered subject to the Consultant's compliance with contractual requirements. The County will make every effort to pay each invoice within thirty (30) days following receipt of the invoice by the County.
 - 7.3 The Consultant shall submit to the County written monthly progress reports summarizing the work accomplished for that month, by task, in accordance with the Project Completion Schedule.
 - 7.4 The Consultant shall not incur costs until a written Notice to Proceed has been issued by the County.

8. Funding Out Clause: The parties recognize that the performance of the County obligations under this contract are contingent upon the continued appropriation of funds in the budget of Erie County for the services to be performed under this contract. If no such funds are budgeted for future fiscal years, this contract shall terminate. Likewise, where the County obligations under the contract depend upon the receipt of funds from another governmental body, or other funding source, and if such funds are not distributed to the County, then this contract shall terminate. Should this contract terminate for any of the reasons cited within this Article, the County shall only be responsible for making payment to the Consultant for those portions of project work tasks completed as of the termination date.
9. Hold Harmless: The County of Erie shall not be responsible for any loss of life, personal injury, or property damages of any kind in performing and completing this project, unless such loss or damage is the result of the County of Erie's negligence.
10. Sunshine Law: The Agreement between the County of Erie and the Consultant will be subject to all provisions of the Sunshine Law, Act No. 93 of 1998, as amended.