



**CITY OF ALBANY  
DEPARTMENT OF GENERAL SERVICES  
DIVISION OF ENGINEERING  
ONE CONNERS BOULEVARD  
ALBANY, NY 12204**

**REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**FOR THE**

**PEDESTRIAN BRIDGE OVER NORTH MANNING BOULEVARD  
BEARING REPLACEMENT PROJECT**

**CITY OF ALBANY, NEW YORK**

**RFP 2020:13**

**PROPOSALS DUE: MARCH 26, 2020  
AT 12:00 PM NOON**

**MARCH 9, 2020**

**REQUEST FOR PROPOSALS  
FOR THE PROVISION OF  
PROFESSIONAL ENGINEERING SERVICES**

**PEDESTRIAN BRIDGE OVER NORTH MANNING BOULEVARD BEARING  
REPLACEMENT PROJECT**

**City of Albany, New York**

**IMPORTANT NOTICE:**

A restricted period is currently in effect for this Procurement and it will remain in effect until approval of the Contract. Bidders are prohibited from contact related to this procurement with any City of Albany employee other than the designated contacts listed below refer to:

Designated Contacts for this Procurement:

For Project Specific Clarifications: .....Charles William

For Public Procurement Process Clarifications.....Laura M. Gulfo, Esq.

**SECTION 1: PROJECT DESCRIPTION**

1.1 The Pedestrian Bridge over North Manning Boulevard is a 3-span structure that provides pedestrians, particularly schoolchildren, with a means of crossing North Manning Boulevard within the City of Albany. The bridge consists of a single thru-truss span and two steel girder-supported approach spans.

The span crossing North Manning Boulevard consists of the a thru-truss system with lateral x-bracing rods connecting the bottom chords of the trusses beneath the concrete deck. The two approach spans are comprised of I-shaped steel girders supporting a concrete deck. An 8-foot tall chain link fence is also in place along the central span, while aluminum railings are located along either side of all three bridge spans. The three spans all bear on elastomeric bearings supported by cast-in-place concrete piers and abutments.

1.2 A routine safety inspection of the bridge was completed on February 27, 2019. The inspection was performed in accordance with the standard procedures of the 2017 NYSDOT Bridge Inspection Manual. The elastomeric bearings supporting the truss

members in span 2, the main bridge span, at Pier 1 and Pier 2 exhibit cracking and bulging/distortion and are recommended to be replaced. Also, some anchor bolt nuts at these locations are loose. A copy of the inspection report is available upon request.

- 1.3 The City of Albany requests proposals from qualified Engineering firms to provide professional services for the replacement of the elastomeric bearings supporting the truss members in span 2 of the bridge. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

## **SECTION 2: RECEIPT OF PROPOSALS**

- 2.1 Three (3) copies of the proposal along with a CD or USB flash drive with the proposal in PDF Format must be received in a sealed envelope marked "**Proposal Enclosed - Professional Engineering Services – Pedestrian Bridge Over North Manning Boulevard Bearing Replacement Project**" no later than **March 26, 2020 at 12:00 noon** at the following address:

City of Albany  
Office of Corporation Counsel  
24 Eagle Street  
Albany, New York 12207  
ATTN: Laura M. Gulfo, Esq.

- 2.2 The cost proposal shall be included in a separately sealed envelope within the proposal submittal such that it may be reviewed independent of the remainder of the proposal.
- 2.3 Each proposal submitted will be the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.
- 2.4 Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.5 Submission of any proposal indicates an acceptance of the conditions contained in this Request unless the submitted proposal clearly and specifically states otherwise.
- 2.6 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, require supplemental statements or information from any responsible party, negotiate potential contract terms with any respondent to this RFP, have discussions with any respondent to this RFP to correct

and/or clarify responses which do not conform to the instructions contained herein and to disregard all non-conforming, non-responsive or conditional proposals.

- 2.7 The City of Albany reserves the right to award the work, in whole or in part, to one or more firms and individuals.
- 2.8 Any award of the consulting services work shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.
- 2.9 Respondents shall avoid submission of marketing materials.
- 2.10 All information submitted in response to this RFP is subject to the Freedom of Information Law (FOIL), which generally mandates the disclosure of documents in the possession of the City upon the request of any person unless the content of the document falls under a specific exemption to disclosure.

### **SECTION 3: QUALIFICATIONS OF PROPOSER:**

- 3.1 Each proposer shall provide a statement of qualifications including:
  - a. A brief history and description of the firm submitting the proposal.
  - b. Identification of a project team manager or point of contact for all management issues.
  - c. Identification of the firm's professional staff members who will be assigned to this project if the firm's proposal is selected. Include a resume for each such professional staff member that details qualifications, years and types of experience, education, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this project if the firm's proposal is selected.
  - d. At least three (3) references, including contact names, addresses, and telephone numbers.
  - e. A signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
  - f. A comprehensive description of the firm's experience in similar projects.
  - g. Any additional information which would serve to distinguish the firm from other firms submitting proposals such as examples of work on projects similar to the project contemplated by this RFP, any special expertise or experience of the firm, etc.

- 3.2 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposers shall promptly furnish all information and data subsequently requested by the City of Albany for this purpose.

#### **SECTION 4: SCOPE OF SERVICES:**

##### **4.1 GENERAL:**

- A) The selected firm will be responsible for providing all data collection, plan development, and engineering services as required for the replacement of the elastomeric bearings supporting the truss members in span 2. The proposed work scope shall also include tightening of all bolts. Each proposing firm is expected to visit the project site at their own cost and expense prior to submitting their proposal to review actual site conditions.

##### **4.2 PROGRAM DEVELOPMENT PHASE :**

- A) Attend a project kick-off meeting with the City of Albany to review the project objectives, goals, and project schedule.
- B) Original drawings of the bridge are available for review.
- C) Conduct a condition survey at the proposed project area. The condition survey shall include, an inspection of the work area to collect all necessary field measurements to document existing conditions and the evaluation of existing elastomeric bearings.
- D) Prepare preliminary (30%) drawings summarizing the above work and attend meetings with City officials to discuss.
- E) Selected consultant shall assume two (2) meetings with the City.

##### **4.3 DESIGN DEVELOPMENT PHASE:**

- A) Prepare 90% complete drawings, including a maintenance and protection of traffic plan and specifications for the work.
- B) Prepare a detailed cost estimate, including contingency and soft costs. Identify any self-help items that could be performed by City Maintenance personnel.
- C) Attend meetings with City staff to review the design development submittal.

4.4 CONTRACT DOCUMENT PHASE:

- A) Provide the City of Albany with final construction drawings for distribution to prospective bidders and City use.
- B) All plans are to be signed and sealed by a New York State Professional Engineer/Registered Architect. Corporate stamps **are not** acceptable for certification of the contract Documents.
- C) Final contract documents will include standard City boiler plate which will be prepared by the City.
- D) Prepare a final cost estimate.

4.5 BID PHASE:

- A) Assist the City in the preparation of any necessary addendum(s) to clarify questions related to the project and Contract Documents.
- B) Assist the City with the evaluation of bids as necessary.

4.6 CONTRACT OBSERVATION AND ADMINISTRATION PHASE:

- A) Attend the pre-construction meeting.
- B) Make site visits as necessary to review the status and quality of the work for conformance to the Contract Documents, to resolve the contractor's Request(s) for Information (RFI) and to review necessary field changes.
- C) Review material submissions, shop drawings, and samples for conformance with the Contract Documents.
- D) Assist the City with project closeout, including final inspection and follow-up to ensure satisfactory completion of punch list items.

4.7 PROJECT ADMINISTRATION:

- A) The City of Albany Department of General Services, Engineering Division will administer the project under the direction of Randall Milano, P.E. City Engineer. Charles William will be the Project Manager.

4.8 PROJECTED PROJECT SCHEDULE:

- ✓ Proposal Submission..... March 26, 2020
- ✓ Notice to Proceed:..... April 17, 2020
- ✓ Design Development (90%) ..... May 1, 2020
- ✓ Construction Documents ..... May 15, 2020
- ✓ Bid Advertisement..... May 19, 2020
- ✓ Bid Opening ..... June 2, 2020
- ✓ Contract Award ..... June 16, 2020
- ✓ Contractor Start..... July 6, 2020
- ✓ Substantial Completion..... August 21, 2020
- ✓ Final Completion..... August 28, 2020

4.9 PROJECT DELIVERABLES:

The following deliverables shall be submitted to the City for review:

- Program Development Report: ..... Three (3) copies
- Design Development Documents: ..... Three (3) copies
- Final Contract Documents:..... Three (3) hard copies with one digital copy in PDF format.

**SECTION 5. WORK PROPOSAL**

- 5.1 Address the Scope of Services referenced in Section 4 above, including a detailed work plan and project approach that includes task definitions and methodology, milestones, and project schedule.

**SECTION 6: COST PROPOSAL:**

- 6.1 Provide the proposed cost breakdown for each services set forth in Section 4, Subsections 4.1 through 4.9.
- 6.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must, however, provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.
- 6.3 As identified in Section 2.2, the cost proposal shall be included in a separately sealed envelope within the proposal submittal such that it may be reviewed independently

## **SECTION 7: DESIGN DELEGATION**

- 7.1 Unless noted otherwise, the selected proposer will be responsible for the design and certification of all components of this project. Design delegation to the contractor of any component of this project is strictly prohibited without prior written consent from the City of Albany. It is critical that the Consultant takes complete responsibility for the design of the work and avoids delegation of design to others.
- 7.2 If the Consultant desires to delegate design, he/she will request in a letter to the City Engineer that delegation be authorized, explain specifically why for each case, and state that the work is ancillary to the project. The City Engineer will review the request and provide a written reply. In the event the request is denied, no additional compensation will be paid to the Consultant.
- 7.3 In all cases when design is delegated, the Consultant shall provide the layout, loading, performance requirements, geometry, referenced standards and all other design parameters required so the Contractor's design professional is able to design the components or systems. The Consultant shall be responsible to review and approve the contractor's submittal for conformance with the design concept.

## **SECTION 8: CONTRACT:**

- 8.1 The contract period for the services contemplated by the RFP will be for a maximum of one (1) year. A sample of the Professional Services Agreement has been included with this RFP.
- 8.2 All proposers are required to review the attached sample City of Albany professional services agreement prior to their proposal submission. All requests for revisions to the professional services agreement shall be made in writing **not less than five (5) days** prior to the RFP submission date for consideration. All requests received after RFP submission will not be accepted.
- 8.3 The selected proposer(s) will be required to execute a contract with the City of Albany. The City will have the right to terminate the contract at any time, with or without cause, upon thirty (30) days written notice.

## **SECTION 9: PROPOSAL EVALUATION:**

- 9.1 Proposals shall remain valid until the execution of a contract by the City of Albany.
- 9.2 Proposals shall be examined and evaluated by the City of Albany Division of Engineering and the Corporation Counsel's Office to determine whether each proposal meets the requirements of this RFP. A recommendation will be made by



the City of Albany Division of Engineering for a contract award based on the following criteria:

- a. Proposer's demonstrated capabilities and professional qualifications.
- b. The wherewithal of the proposer(s) to render the requested services to the City in a timely fashion.
- c. Total proposed cost.
- d. Completeness of the proposal.

9.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to experience in the areas required and the track record of the proposer(s)

#### **SECTION 10: ALTERNATIVES:**

10.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternatives matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

#### **SECTION 11: INDEMNIFICATION:**

11.1 The selected proposer will be required to defend, indemnify, and save harmless the City of Albany, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of any intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

#### **SECTION 12: REQUEST FOR PROPOSAL CLARIFICATION:**

12.1 All inquiries with respect to this Request for Proposals shall be directed to the following:

For project specific clarifications:

Charles William  
Division of Engineering  
One Conners Blvd.  
Albany, NY 12204  
Phone: .....(518) 434-5675

Fax: ..... (518) 434-5696  
E-mail: ..... [cwilliam@albanyny.gov](mailto:cwilliam@albanyny.gov)

For public procurement process clarifications:

Laura M. Gulfo, Esq.  
Assistant Corporation Counsel  
Department of Law  
City Hall, Room 106  
24 Eagle Street  
Albany, New York 12207  
Phone: ..... (518) 434-5050

- 12.2 All questions about the meaning or intent of the specifications shall be submitted in writing. Replies will be posted via the City's website:

<http://www.albanyny.gov/NewsandEvents/RFPs.aspx>,

along with the electronic version of this RFP. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

- 12.3 In addition, any changes, additions or deletions to this RFP will also be posted on the City's website:

<http://www.albanyny.gov/NewsandEvents/RFPs.aspx>,

along with the electronic version of this RFP. Respondents are urged to check the City's website frequently for notices of any clarification of or changes, additions, or deletions to this RFP.

**OTHER THAN THE CONTACT IDENTIFIED ABOVE, PROSPECTIVE RESPONDENTS SHALL NOT APPROACH THE CITY'S EMPLOYEES DURING THE RESTRICTED PERIOD OF THIS RFP PROCESS ABOUT ANY MATTERS RELATED TO THIS RFP OR ANY QUALIFICATIONS SUBMITTED PURSUANT THERETO.**

### **SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS:**

- 13.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 13.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake

in the preparation of its proposal, that proposer may withdraw its proposal and the proposal security will be returned. Thereafter, that proposer will be disqualified from further proposal on the work.

#### **SECTION 14: INSURANCE REQUIREMENTS:**

14.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:

- a. Workers' Compensation and Employer's Liability Insurance: Must show evidence of Worker's Compensation insurance with limits of at least \$500,000.00, a policy or policies providing protection for employees in the event of job-related injuries.
- b. General Liability Insurance: A policy or policies of comprehensive general liability insurance of general liability limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
- c. Errors and Omissions Insurance: A policy or policies of errors and omissions insurance with limits of \$2,000,000. Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".
- d. Automobile Liability Insurance: In the event that Respondent is using a vehicle in business, a policy or policies with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any vehicles including owned, non-owned and hired.
- e. Excess/Umbrella Insurance: A policy or policies of insurance with limits of \$2,000,000 per occurrence / \$2,000,000 aggregate.

14.2 Each policy of insurance required shall be in form and content satisfactory to the City of Albany, and shall provide that:

- a. The City of Albany is named as an additional named insured on a primary and non-contributing basis.
- b. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany Corporation Counsel's Office.

- c. The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany Corporation Counsel's Office is given sixty (60) days written notice to the contrary.

14.3 No work shall commence under the contract until the selected proposer has delivered to the City or its designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the contract may, at the election of the City, be declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

#### **SECTION 15: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT:**

15.1 Each proposer shall complete and submit with the proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgment" found at the end of this RFP.

#### **SECTION 16: PROCUREMENT FORMS AND REQUIREMENTS:**

16.1 Additional requirements for this RFP are described below. Relevant statements, where required to be submitted, must be executed and included in the submission in the following order:

- a. Iran Divestment Act Statement;
- b. Non-Discrimination and Diversity Requirements; and
- c. Living Wage Compliance Form

16.2 Iran Divestment Act: By submission of a bid in response to this Bid request, *"each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law."* The list in question is maintained by the New York State Office of General Services. For further information and to view this list please go to:

<https://ogs.ny.gov/system/files/documents/2019/09/IranDivestmentActListofEntities.pdf>

If in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph (a) of N.Y. General Municipal Law § 103-g on a case-by-case basis.

- 16.3 Non-Discrimination and Diversity Requirements: Pursuant to Federal laws and regulations, the New York State Executive Law Article 15-A and the City of Albany General Code Chapter 48, Article III Omnibus Human Rights Law, the City recognizes its obligation under the law to prevent discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency and to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of City contracts.

In furtherance of these rules and principles, the City of Albany highly encourages the participation of certified minority- and women-owned business enterprises (“MWBE”) at the City’s goal levels and the employment of minority groups’ members and women in the performance of its contracts. The City of Albany hereby notifies all Consultants submitting a proposal that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in consideration for award.

Further, by submission of a bid in response to this Bid request, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that:

*“The respondent/contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The respondent/contractor will not participate directly or indirectly in the discrimination prohibited by the federal, state and local laws and regulations, including employment practices. In all solicitations, either by competitive bidding, or negotiation made by the respondent/contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the respondent/contractor of the respondent/contractor’s obligations under this Statement and the federal, state and local laws*

*and regulations relative to Non-discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency.”*

- 16.4 Living Wage: When providing the services contemplated by this RFP, the entity/firm must comply with section 42-161 of the City of Albany Code, which requires payment of a living wage to all of the entity/firm’s employees working on the service contract. A Living Wage Compliance Form must be completed and submitted with each proposal.

**SECTION 17: SUBMISSION REQUIREMENTS:**

- 17.1 All Proposers shall be required to submit a complete proposal. As outlined in this RFP, all proposals shall include the following:
- a. Statement of Qualifications as outlined in Section 3.
  - b. Work Proposal as outlined in Section 5.
  - c. Cost Proposal as outlined in Section 6.
  - d. Non-Collusive Proposal Certificate and Acknowledgment Form as outlined in Section 15
  - e. An acknowledgment of understanding that by submitting a bid the proposer certifies under penalty of perjury the above Iran Divestment Act statement, as outlined in Section 16.2 and the Non-Discrimination and Diversity statement, as outlined in Section 16.3.
  - f. Living Wage Compliance Form as outlined in Section 16.4.
- 17.2 Failure to include all of the above items may result in the proposal being considered nonresponsive.

**NON-COLLUSIVE PROPOSAL CERTIFICATE  
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

---

(Signature)

---

(Print Name and Title)

---

(Name of Partnership or Corporation)

---

(Date)

**ACKNOWLEDGMENT BY PROPOSER**

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she/they severally acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he/she is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally came \_\_\_\_\_, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of \_\_\_\_\_ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_



**Living Wage Compliance**

City Code § 42-161 requires a living wage be paid to employees by any contractors awarded a contract by the City primarily for furnishing services to or for the City (excluding the purchase of goods or other property, the leasing of property or the development, redevelopment or rehabilitation of real property) and that involves an expenditure by the City to the contractor of at least \$20,000, or the retention by the contractor of fees of at least \$30,000, during a period of one year.

The current Living Wage, as defined by the ordinance is as follows:

If at least 70% of health care benefits are covered by employer:	\$13.27
Other:	\$15.42

Pursuant to the law, every proposal shall include a written commitment by the applicant to pay all covered employees a living wage and shall include a list of job titles and wage levels of all covered employees. Please provide titles and wage levels below for each employee who directly expends his/her time on a contract with the City.

Company Name:

\_\_\_\_\_

Job Title	Wage Range

By signing below you are agreeing to pay all covered employees a Living Wage as set forth above for the duration of the contract with the City.

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Office Use Only	
Contract No:	
Dates:	

# **Sample City of Albany Professional Services Agreement**

Pursuant to Section 8 of this RFP, all prospective proposers are required to review the following Sample Professional Services Agreement. All requests for revisions shall be made in accordance with paragraph 8.2 of the Request for Proposals (RFP 2020:13).

AGREEMENT  
BY AND BETWEEN  
THE CITY OF ALBANY  
AND

FOR THE PROVISION OF  
PROFESSIONAL ENGINEERING SERVICES

This Agreement made \_\_\_\_\_, 2020 (hereinafter referred to as the “EFFECTIVE DATE”) by and between the CITY OF ALBANY, a New York municipal corporation with its principal offices at 24 Eagle Street, Albany, New York, 12207 (hereinafter referred to as “CITY”) \_\_\_\_\_, a New York corporation with its principal offices located at \_\_\_\_\_ (hereinafter referred to as “CONSULTANT”). The CITY and CONSULTANT may collectively be referred to as the “Parties,” or individually as a “Party.”

WITNESSETH

WHEREAS, the CITY issued a Request for Proposals numbered 2020:13 and dated March 9, 2020 (hereinafter referred to as “RFP”, which is incorporated herein as Exhibit A and made a part of this Agreement) for the provision of professional engineering services in connection with the Pedestrian Bridge over North Manning Boulevard Bearing Replacement Project; and

WHEREAS, the CONSULTANT submitted a Proposal dated March 26, 2020 (hereinafter referred to as the “Proposal”, which is incorporated herein as Exhibit B and made a part of this Agreement) for the provision of said professional engineering services; and

WHEREAS, the CITY has selected CONSULTANT to provide the said professional engineering services,

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AGREEMENT, AGREE AS FOLLOWS:

ARTICLE I. SCOPE OF SERVICES

CONSULTANT agrees to provide the Scope of Services for the Pedestrian Bridge over North Manning Boulevard Bearing Replacement Project as forth in the CITY’s RFP numbered 2020:13 and dated March 9, 2020, a copy of which is incorporated herein as Exhibit A, and the Scope of Services as more specifically set forth in the CONSULTANT’s Proposal, a copy of which is incorporated herein as Exhibit B. All services and deliverables shall be provided within the time period set forth in Section 4 of the CITY’s RFP.

ARTICLE II. FEES

In consideration of the terms and obligations of this Agreement, the CITY agrees to pay, and the CONSULTANT agrees to accept, fees as follows:

\_\_\_\_\_  
\_\_\_\_\_

Any task description that does not have a cost associated must be approved by the City Engineer, or his designated representative, upon the submission of a task order by CONSULTANT. Task orders that do not include a “not to exceed” quote for that task will not be accepted.

The CONSULTANT shall submit to the CITY itemized bills, properly executed claim forms, vouchers, and such other necessary information or supporting documentation as may be required by the CITY in order to process payment.

ARTICLE III. TERM OF THE AGREEMENT

The term of this Agreement will commence on EFFECTIVE DATE and expire after \_\_\_\_\_. The CITY will, however, have the right to terminate the agreement at any time, with or without cause. The CITY shall also have the option to extend the contract for one (1) year, upon Budget approval.

ARTICLE IV. TERMINATION OF AGREEMENT

Notwithstanding any provisions of this agreement, the CITY shall have the right at any time, with or without cause, to terminate the services contemplated by this Agreement upon written notice of such termination. In the event of such termination of this Agreement, the CONSULTANT shall be entitled to prorated compensation for all services provided and authorized by the CITY pursuant to this Agreement prior to the written termination notice. Once such prorated compensation has been paid, the CITY shall have no further obligations to the CONSULTANT.

ARTICLE V. RELATIONSHIP

The CONSULTANT is, and will function as, an independent contractor under the terms of the Agreement and shall not be considered an agent or employee of the CITY for any purposes, and the employees of the CONSULTANT shall not in any manner be, or be held out to be, agents or employees of the CITY.

ARTICLE VI. COPYRIGHT AND OWNERSHIP OF DOCUMENTS

CONSULTANT agrees that any work eligible for copyright protection under any U.S. or foreign law and prepared by CONSULTANT for the CITY shall be a work made for hire and ownership of all copyrights (including renewals and extensions therein) shall vest in the CITY.

In the event that such work prepared by CONSULTANT for the CITY is deemed not to be a work made for hire for any reason, CONSULTANT hereby irrevocably grants, transfers, and assigns to the CITY all right, title, interest, and copyrights in such work including all renewals and extensions thereof. CONSULTANT hereby agrees to reasonably assist the CITY in the establishment, preservation, and enforcement of its copyrights in such work without any additional compensation to CONSULTANT. CONSULTANT waives all rights of identification of authorship including rights of approval, restriction, or limitation on use or subsequent modifications.

- A. All documents, including original drawings, estimates, specifications, field notes, and data prepared and furnished by CONSULTANT pursuant to this Agreement shall be the property of the CITY.
- B. This Article shall survive termination of the Agreement.

#### ARTICLE VII. LICENSES

The CONSULTANT shall at all times obtain and maintain all licenses required by the State of New York to perform the services contemplated by this Agreement.

#### ARTICLE VIII. ASSIGNMENTS

The CONSULTANT is, as per Section 109 of the New York General Municipal Law, prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title, or interest therein without the previous consent in writing of the CITY.

#### ARTICLE IX. INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless the CITY and its officers, directors, boards, employees, and agents from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the CONSULTANT, its employees, agents or subcontractors for any work or services performed on behalf of the CITY. Both Parties shall notify each other in writing within thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions.

## ARTICLE X. INSURANCE

Notwithstanding the terms, conditions or provisions, in any other writing between the parties, the CONSULTANT hereby agrees to effectuate the naming of the CITY, its boards, officers and employees **as additional insureds on a primary and non-contributory basis** on the CONSULTANT's insurance policies, with the exception of the Worker's Compensation and Errors and Omissions/ Professional Liability Insurance policies.

- A. All policies of insurance required shall be in the following form and content satisfactory to the CITY:
- i. Said insurances must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A";
  - ii. The insurance policies shall state that the CONSULTANT's coverage shall be primary coverage for the municipality, its boards, officers and employees;
  - iii. The insurance policies shall state the CONSULTANT agrees to indemnify the municipality for any applicable deductibles;
  - iv. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the CITY; and
  - v. The insurance policies shall be automatically renewed upon expiration and continued in force unless the CITY is given sixty (60) days written notice to the contrary.
- B. The CONSULTANT will be required to procure and maintain at its own expense the following insurance coverage:
- vi. Workers' Compensation and Employer's Liability Insurance: Must show evidence of Worker's Compensation insurance of at least five hundred thousand dollars (\$500,000), a policy or policies providing protection for employees in the event of job-related injuries;
  - vii. Commercial General Liability Insurance: A policy or policies of comprehensive general liability insurance of general liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
  - viii. Errors and Omissions/ Professional Liability Insurance: A policy or policies of errors and omissions insurance with limits of not less than two million dollars (\$2,000,000.00). Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A";

- ix. Automobile Liability Insurance: In the event that CONSULTANT is using a vehicle in business, a policy or policies of comprehensive automobile liability insurance with limits of not less than one million dollars (\$1,000,000) for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits of not less than one million dollars (\$1,000,000) for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles, including owned, non-owned and hired.
- x. Excess/Umbrella Insurance: A policy or policies of insurance with limits of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
- xi. Pollution Liability Insurance: A policy or policies of pollution liability insurance of liability limits of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; and

No work shall commence under the Agreement until CONSULTANT has delivered to the CITY or its designee proof of issuance of all policies of insurance required by the Agreement to be procured by CONSULTANT. If at any time, any of said policies shall be or become unsatisfactory to the CITY, CONSULTANT shall promptly obtain a new policy and submit proof of insurance of the same to the CITY for approval. Upon failure of CONSULTANT to furnish, deliver, and maintain such insurance as above provided, the Agreement may, at the election of the CITY, be declared suspended, discontinued or terminated. Failure of CONSULTANT to procure and maintain any required insurance shall not relieve CONSULTANT from any liability under the Agreement, nor shall the insurance requirements be constructed to conflict with the obligations of CONSULTANT concerning indemnification.

#### ARTICLE XI. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT. Said records shall clearly identify the services provided under this Agreement. Such records shall be subject to periodic and final audit by the CITY upon request. Such records shall be accessible to the CITY for a period of six (6) years following the date of final payment by the CITY to the CONSULTANT for the provision of the services contemplated herein.

#### ARTICLE XII. CONFIDENTIALITY

The CONSULTANT shall keep confidential and shall not disclose to any person or entity, other than the CONSULTANT's employees, subcontractors and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked "CONFIDENTIAL" by the CITY. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or

complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim. CONSULTANT shall promptly notify the CITY in writing of such required disclosures.

### ARTICLE XIII. MODIFICATIONS

This Agreement may only be modified by a formal written amendment executed by the CITY and the CONSULTANT.

### ARTICLE XIV. PARTIAL INVALIDITY

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

### ARTICLE XV. CONTRACT DOCUMENTS

It is understood and agreed by the parties hereto that the following documents are incorporated into this Agreement and become as fully a part of this Agreement as if fully set forth herein:

- A. The RFP dated March 9, 2020; and
- B. The Proposal dated March 26, 2020.

In the event of any discrepancy, disagreement, or ambiguity among the documents referenced above, said documents shall be given preference in the following order to interpret and to resolve any such discrepancy, disagreement, or ambiguity:

- A. This Agreement;
- B. The RFP dated March 9, 2020; and
- C. The Proposal dated March 26, 2020.

### ARTICLE XVI. NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of the Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.



ARTICLE XVII. NOTICES

Any notice required or contemplated herein shall be made upon the parties as follows:

CITY:                    Division of Engineering  
                              Attn: Randall J. Milano P.E.  
                              City of Albany  
                              One Richard Connors Boulevard  
                              Albany, New York 12204

CONSULTANT:

With a copy to:       Corporation Counsel  
                              Department of Law  
                              City Hall, Room 106  
                              Albany, New York 12207

ARTICLE XVIII. NON-DISCRIMINATION REQUIREMENTS

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee, applicant or anyone in the performance of this Agreement because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, CONSULTANT agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 230 thereof, CONSULTANT agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all monies due hereunder for a second or subsequent violation.

ARTICLE XIX. LIVING WAGE

When providing the services contemplated by this Agreement, the Consultant must comply with Sect 42-161 of the City of Albany Code, which requires payment of a living wage to all its employees working on a service contract. See Exhibit C: Living Wage Compliance Form.

ARTICLE XX. EXECUTORY

This Agreement shall be deemed executory only for the extent of monies available to the CITY for the performance of the terms hereof and no liability on account thereof shall be incurred by the CITY beyond monies available to or appropriated by the CITY for the purpose of the Agreement and, if applicable, that this Agreement shall automatically terminate upon the termination of State or Federal funding available for such contract purpose.

ARTICLE XXI. GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of New York and City of Albany.

ARTICLE XXII. COUNTERPARTS, FACSIMILE AND ELEXTRONIC COPIES

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any facsimile or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

CITY OF ALBANY

CONSULTANT

\_\_\_\_\_  
Katherine M. Sheehan  
Mayor

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT**

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me known to be the individual who executed the foregoing instrument, and who, being duly sworn by me did say that he/she is \_\_\_\_\_ of the architectural/engineering firm \_\_\_\_\_, and that he/she has the authority to sign same, and acknowledged that he/she executed the same as the act and deed of the firm.

\_\_\_\_\_  
Notary Public, State of New York  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT**

STATE OF NEW YORK )  
COUNTY OF ALBANY ) ss.:  
CITY OF ALBANY )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally came Katherine M. Sheehan, to me known and known to me to be the Mayor of the City of Albany, New York and the same person who executed the foregoing instrument; and she acknowledged that she executed the foregoing instrument on behalf of the City of Albany, New York as said Mayor pursuant to the authority vested in her.

\_\_\_\_\_  
Notary Public, State of New York  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_