

Questions Received For The Retaining Wall Reconstruction At Capital Hills RFP

1. When was the original wall constructed?
Answer: Exact date is unknown, wall is assumed to be in place since 2000
2. Are there design drawings for the wall.
Answer: No drawings exist
3. Who was the block manufacturer?
Answer: Unknown
4. Do we assume the same basic configuration, length, and height for the reconstructed wall?
Answer: Yes
5. The RFP states that the consultant shall update the existing 2003 survey. Will the prior survey, including prior survey control, be provided in AutoCAD format to the successful consultant?
Answer: The survey will be provided in AutoCAD Format. Control is limited to existing benchmarks
6. Will the site work require a six (6) foot high security fence with fabric?
Answer: This issue will be addressed during design
7. Will the contractor be able to utilize the existing cart paths to access the site?
Answer: This issue will be addressed during design
8. Will the contractor need to provide any temporary measures, if the 9th tee box is closed?
Answer: This issue will be addressed during design
9. Are there any irrigation or utility lines adjacent to the existing wall?
Answer: Yes
10. Is there any existing geotechnical information available at this location?
Answer: Underlying soils are clay
11. Will the contractor be able to use existing water or electricity, if needed?
Answer: Will be addressed during design
12. Does the City anticipate any special inspections or material testing will be required?
Answer: Inspections will be limited to what is outlined in the RFP

SAMPLE AGREEMENT

AGREEMENT
BY AND BETWEEN
THE CITY OF ALBANY
AND

FOR THE PROVISION OF
PROFESSIONAL ENGINEERING SERVICES

Agreement made _____, 2018 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 the "CITY") and _____, a New York _____ with its principal offices located at _____, _____, New York, _____(hereinafter referred to as the "ENGINEER").

WITNESSETH

WHEREAS, the CITY issued a Request for Proposals dated March 1, 2018 (which is hereinafter referred to as the "RFP" and which is attached hereto as Exhibit "A", incorporated herein, and made a part of this Agreement) for the provision of professional engineering services in connection with the **9th Tee Retaining Wall Reconstruction Capital Hills at Albany**; and

WHEREAS, the ENGINEER submitted a Proposal dated March 15, 2018 (which is hereinafter referred to as the "Proposal" and which is attached hereto as Exhibit "B", incorporated herein, and made a part of this Agreement) for the provision of said professional engineering services; and

WHEREAS, the CITY has selected ENGINEER 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

ENGINEER/ARCHITECT/CONSULTANT agrees to provide the Scope of Services for Street & Sidewalk Enhancement Project - New Scotland Avenue as forth in the CITY's RFP dated March 1, 2018, a copy of which is attached hereto and incorporated herein, and the Scope of Services as more specifically set forth on pages _____ of the ENGINEER'S Proposal, a copy of which is attached hereto and incorporated herein as Exhibit A. All services and deliverables shall be provided within the time period set forth in Section 5 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 ENGINEER agrees to accept, fees as follows:

The ENGINEER 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. RELATIONSHIP

The ENGINEER 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 ENGINEER shall not in any manner be, or be held out to be, agents or employees of the CITY.

ARTICLE IV. OWNERSHIP OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes, and data prepared and furnished by the ENGINEER pursuant to this Agreement shall be the property of the CITY.

ARTICLE V. LICENSES

The ENGINEER 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 VI. ASSIGNMENTS

The ENGINEER 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 VII. INDEMNIFICATION

The ENGINEER shall defend, indemnify, and save harmless the CITY, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of ENGINEER, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

ARTICLE VIII. INSURANCE

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

- (a) Workers' Compensation and Employer's Liability Insurance: 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 with limits of not less than one million dollars (\$1,000,000.00);
- (c) Errors and Omissions Insurance: A policy or policies of errors and omissions insurance with limits of not less than one million dollars (\$1,000,000.00).
- (d) Automobile Liability Insurance: A policy or policies of comprehensive automobile liability insurance 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 automobiles.

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 additional insured on a primary and non-contributing basis
- (b) 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".
- (c) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany.
- (d) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany is given sixty (60) days written notice to the contrary.

No work shall commence under the contract until the selected proposer has delivered to the City of Albany 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..

ARTICLE IX. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the ENGINEER. 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 ENGINEER for the provision of the services contemplated herein.

ARTICLE X. PROFESSIONAL CONSULTING SERVICES

The ENGINEER shall not engage, contract with, or use of the services of any additional consultants without obtaining prior written approval by the CITY. The ENGINEER shall submit to the CITY for its approval a report of the scope of services to be provided by each of said consultants, with the latter's acknowledgement thereof. No provision of this Agreement and no approval by the CITY of the consultant's scope of services shall, however, be construed as an agreement between the CITY and any such consultant or with any person, firm, or corporation engaged by, contracted with, or whose services are utilized by the ENGINEER, or in any way affect the responsibilities of the ENGINEER hereunder. Unless otherwise agreed to in writing by the CITY, the fees of any consultants retained by the ENGINEER shall be deemed covered by the total sum to be paid by the CITY to the ENGINEER as set forth in Article II and the ENGINEER alone is responsible for their work.

ARTICLE XI. TERMINATION OF AGREEMENT

Notwithstanding any provisions of this agreement, the City of Albany 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 ENGINEER shall be entitled to compensation for all services theretofore provided and authorized by the City pursuant to this Agreement in accordance with ARTICLE II of this Agreement.

ARTICLE XII. MODIFICATIONS

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

ARTICLE XIII. 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 XIV. 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:

1. The RFP dated March 1, 2018;
2. The Proposal dated March 15, 2018;

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:

- i. This Agreement;
- ii. The RFP dated March 1, 2018;
- iii. The Proposal dated March 15, 2018

ARTICLE XV. 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 XVI. GOVERNING LAW

This AGREEMENT shall be governed by and construed according to the law of the State of New York.

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

CITY OF ALBANY

ENGINEER

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On this _____ day of _____, 2018, 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 _____) ss.:
CITY OF ALBANY)

On this _____ day of _____, 2018, 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 _____

EXHIBIT "A"

EXHIBIT ‘B’