



**CITY OF ALBANY
DIVISION OF ENGINEERING**

**REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL SERVICES**

CITY HALL MASTER PLAN DEVELOPMENT

CITY OF ALBANY - NEW YORK

**QUALIFICATIONS DUE: FRIDAY, OCTOBER 12, 2018
AT 12:00 NOON**

RFQ 2018:29

SEPTEMBER 14, 2018

ALBANY CITY HALL MASTER PLAN DEVELOPMENT

CITY OF ALBANY, NEW YORK

REQUEST FOR QUALIFICATIONS:

IMPORTANT NOTICE:

A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until approval of the Contract. Proposers 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: William J. Lecuyer, P.E.

For Public Procurement Process Clarifications: Kenneth B. Miller, Esq.

SECTION 1: PURPOSE

- 1.1 The City of Albany hereby requests proposals from qualified consulting firms for the development a Master Plan for the preservation and upkeep of Albany City Hall located at 24 Eagle Street, Albany New York. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

SECTION 2: PROJECT DESCRIPTION

- 2.1 Albany's City Hall is the magnificent center of local government. A grand Romanesque-style building, Albany's City Hall was designed in 1882 by Henry Hobson Richardson, then America's greatest architect. Constructed of Rhode Island granite with a darker stone trim, the building features a profusion of arches, a pyramidal-roofed tower, and a 49-bell carillon - the first municipal carillon in the United States. Considered to be the most Romanesque of all of Richardson's buildings, it contains many of his trademark features, including intricately patterned stonework, rich floral carvings, and fanciful finials and gargoyles. Albany City Hall has been acclaimed by critics as one of the most beautiful buildings in America and was added to the National Register of Historic Places in 1972.
- 2.2 The City of Albany is seeking a qualified consulting firm to develop a master plan for Albany City Hall. This plan will focus on building preservation items that are anticipated to be needed within the next five to twenty years, including but not

limited to building shell, roof, historic ornamental features, climate control, accessibility, plumbing, electrical, mechanical systems and structural. Any proposed improvements or replacement components must match the historic features to the greatest extent possible. This is an active municipal building and therefore the consultant must understand that the building will remain open and functional during the evaluation.

- 2.3 The selected firm will develop a report, including drawings, photographs and other related documents in a well-organized and clear format. An executive summary shall be included in the report which provides a summary of the proposed improvements and presents them in a prioritized manner.

SECTION 3: RECEIPT OF QUALIFICATIONS PACKAGE

- 3.1 Three (3) hard copies and one (1) PDF version on CD of the Qualifications Package must be received in a sealed envelope marked “**Qualifications Enclosed – Engineering Services – City Hall Master Plan Development**” no later than **Friday October 12, 2018 at 12:00 noon** at the following address (late proposals cannot be accepted):

Kenneth B. Miller, Esq.
Assistant Corporation Counsel
Department of Law
City Hall, Room 106
24 Eagle Street
Albany, New York 12207

- 3.2 Each qualification package submitted will be the document upon which the City of Albany will make its initial judgment regarding each firm’s qualifications, methodology, and ability to provide the requested services. The city will narrow down the submissions and if necessary, meet with selected firms to make the final consultant selection.
- 3.3 Those submitting qualification packages 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 qualification packages, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 3.4 Submission of any qualification packages indicates an acceptance of the conditions contained in this Request unless the submitted qualification package clearly and specifically states otherwise.
- 3.5 The City of Albany reserves the right to accept or reject any and all qualification packages 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 RFQ, have discussions with any respondent to this RFQ 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.

- 3.6 The City of Albany reserves the right to award the work, in whole or in part, to one or more firms and individuals.
- 3.7 Any award of the consulting services work shall be conditioned on the later execution of a formal written contract and a negotiated cost based upon a final scope of services. 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.
- 3.8 Respondents shall avoid submission of marketing materials.
- 3.9 All information submitted in response to this RFQ 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 4: QUALIFICATIONS OF PROPOSER

- 4.1 Each proposer shall provide a statement of qualifications including:
 - a. A brief history and description of the firm submitting the proposal.
 - b. Identification of 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.
 - c. At least three (3) references, including contact names, addresses, and telephone numbers.
 - d. 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.
 - e. A comprehensive description of the firm's experience in similar projects including the work associated with historically significant structures similar to Albany City Hall.
 - f. Local presence in the Capital District Area

- 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 RFQ, any special expertise or experience of the firm, etc.
 - h. 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 RFQ, any special expertise or experience of the firm, etc.
- 4.2 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 RFQ. Proposers shall promptly furnish all information and data subsequently requested by the City of Albany for this purpose.

SECTION 5: SCOPE OF SERVICES

- 5.1 Attend a project kick-off meeting with the City of Albany Engineering Division staff to review the project objectives, discuss recently and ongoing projects at City Hall, goals, and schedule.
- 5.2 The selected consultant will be responsible to providing all data collection, plan development, architectural and engineering services necessary to support the preparation of a detailed multi-phased implementation plan for the general renovations to City Hall including but not limited to the following:
- Site features.
 - Building envelope, including roofing, masonry and structural components, elevators and doors.
 - Preservation of significant ornamental architectural features.
 - Environmental issues with existing building components.
 - Handicapped accessibility.
 - Heating and ventilation.
 - Lighting and electrical system.
 - Plumbing and mechanical systems.
 - Space utilization and optimization.
 - The windows in City Hall have recently been replaced, therefore, evaluation of the windows is specifically excluded from this project.

Attached to this RFQ is a list of studies and renovation projects completed over the last 12 years.

- 5.3 Research to locate and deliver a PDF copy of the original construction drawings as prepared by Henry Hobson Richardson of City Hall. Drawings shall be turned over to the Engineering Division.
- 5.4 The selected consultant shall develop updated floor plan(s) of city hall for presentation purposes as well as for future use by the City of Albany. Drawings shall be turned over to the City of Albany in AutoCAD format.
- 5.5 Prepare a master plan report summarizing the inspection(s), evaluations(s) and recommended improvements. The report shall include, but not be limited to, the following:
- Provide a summary of all components inspected and a condition assessment
 - Identify specific improvements to be made
 - Evaluate options and recommend specific improvements complete with budgetary cost estimates
 - Identify project priorities
 - Identify any outside funding opportunities and assist with funding application processes
 - Prepare a multi-phased project implementation plan with detailed scope, schedule and costs
- 5.6 Meet with the Division of Engineering as necessary during the course of the project during the investigation phase. Consultant shall assume a total of four (4) meetings.
- 5.7 The preliminary report and findings shall be presented to the Division of Engineering personnel. Report shall be revised per city comments.
- 5.8 Selected consultant shall prepare a formal presentation of the master plan to city representatives at City Hall.
- 5.9 Project Schedule
- ✓ Request for Qualifications Issued September 14, 2018
 - ✓ RFQ Submission October 12, 2018
 - ✓ Consultant Selected October 26, 2018
 - ✓ Executed Contract November 9, 2018
 - ✓ Preliminary Master Plan Presentation March 15, 2019
 - ✓ Final Acceptance of the Master Plan April 5, 2019
- 5.10 The consultant may propose any optional services deemed necessary for the successful completion of the project.

SECTION 6: REVIEW CRITERIA FOR THE RFQ'S RECEIVED

- 6.1 All submittals will be evaluated by a Review Committee. A weighted point system will be used to rank qualifications statements and submittals according to the total number of evaluation points assigned by the Review Committee. The Review Committee will identify one consulting firm as a "Qualified and Highly Responsive Consulting Firm" that in their opinion will provide the best service to the City of Albany.
- 6.2 Qualification statements will be evaluated in terms of content and completeness. Any or all references may be contacted. Each required item will be reviewed and rated according to the criteria described below. The following factors will be assessed throughout the review process.
 - 6.2.1 Experience and technical competence of the project manager and project staff in the required areas of expertise. The project manager should differentiate recent experience of the project manager and the consulting firm. The Consultant should also differentiate Project Team abilities of the Project Consultant and the other Team Members.
 - 6.2.2 Capacity to perform all required services.
 - 6.2.3 Ability to expedite completion of the project in a timely manner.
 - 6.2.4 Experience with historical structures.
 - 6.2.5 Evaluation of record on similar projects, which shall include quality of work and cost control.
 - 6.2.6 Suggested concepts for project configuration and treatment
- 6.3 The review form is attached to this RFQ package and indicates the point range available for each review point. The Consulting Firm must realize that many items will require judgment calls or rankings by the Review Committee.
- 6.4 The consulting firm selected, as "Qualified and Highly Responsive Consulting Firm" will be requested to submit a detailed "Proposal of Services" to the Review Committee. The Proposal of Services must be detailed as to sequence of events, actions, and services provided. Consulting Firm shall provide estimates of calendar days required, with a time line of all requirements by the Project team, authority reviews, meetings and a final executive summary.

- 6.5 Based upon the accepted Proposal of Services, the Review Committee will contact the Consulting Firm and negotiate the fee for services.
- 6.6 If warranted at that time, the Review Committee, at its discretion, may choose to enter into a contract with the Consulting Firm for the project, or reject the Consulting Firms proposal and select the next most "Qualified and Highly Responsive Consulting Firm" and repeat the proposal review procedure until a "Proposal of Services" is accepted.

SECTION 7: CONTRACT

- 7.1 The selected consultant will be required to execute a contract with the City of Albany. A sample City of Albany Professional Services Agreement has been included for review.
- 7.2 In the event any of the potential proposers take issue with any of the provisions of the City of Albany Professional Services Agreement, it shall be brought to the City's attention prior to submitting the RFQ.

SECTION 8: ALTERNATIVES

- 8.1 Proposals may include alternative matters or items not specified or requested in this RFQ. However, all such alternatives matters or items must be listed separately in the RFQ.

SECTION 9: INDEMNIFICATION:

- 9.1 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 negligent or 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 10: REQUEST FOR PROPOSAL CLARIFICATION:

- 10.1 All inquiries with respect to this Request for Qualifications shall be directed to at the following:

For project specific clarifications:

William J. Lecuyer P.E.
Division of Engineering
One Conners Blvd.
Albany, NY 12204
Phone: (518) 434-5490

Fax: (518) 434-5696
E-mail: wlecuyer@albanyny.gov

For public procurement process clarifications:

Kenneth B. Miller, Esq.
Assistant Corporation Counsel
Department of Law
City Hall, Room 106
24 Eagle Street
Albany, New York 12207
Phone: (518) 434-5050
E-mail: kwmiller@albanyny.gov

- 10.2 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 RFQ. 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.
- 10.3 In addition, any changes, additions or deletions to this RFQ will also be posted on the City's website: <http://www.albanyny.gov/NewsandEvents/RFPs.aspx>, along with the electronic version of this RFQ. Respondents are urged to check the City's website frequently for notices of any clarification of or changes, additions, or deletions to this RFQ.

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

SECTION 11: MODIFICATION AND WITHDRAWAL OF RFQ:

- 11.1 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.
- 11.2 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. Thereafter, that proposer will be disqualified from further proposal on the work.

SECTION 12: INSURANCE REQUIREMENTS:

12.1 The selected proposer will be required to procure and maintain at it's own expense the following insurance coverage:

- A) Workers' Compensation and Employer's Liability Insurance: Must show evidence of Worker's Compensation insurance at State statutory limits, 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 not less than one million dollars (\$1,000,000.00). 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"
- D) Automobile Liability Insurance: In the event that Respondent is using a vehicle in business, 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, including owned, non-owned and hired.

12.2 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 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.

12.3 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.

SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT:

13.1 Each proposer shall complete and submit with its, his, or her proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” found on the two (2) pages that follow this page.

SECTION 14: PROCUREMENT FORMS AND REQUIREMENTS:

14.1 Additional requirements for this RFQ are described below. Relevant statements, where required to be submitted, must be executed and included in the submission in the following order: 1. Iran Divestment Act Statement and 2. Non-Discrimination and Diversity Requirements.

14.2 Iran Divestment Act: Every Proposal made to the City must contain the following statement, signed by the Respondent on company letterhead and affirmed as true under penalty of perjury:

"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 its knowledge and belief that each proposer 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:

<http://www.ogs.ny.gov/about/regsg/ida.asp>

- 14.3 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, every Proposal made to the City must contain the following statement, signed by the Respondent on company letterhead and affirmed as true under penalty of perjury:

“The Respondent, 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 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 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 of the Respondent’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.”

SECTION 15: SUBMISSION REQUIREMENTS:

- 15.1 All Proposers shall be required to submit a complete proposal. As outlined in this RFQ, all proposals shall include the following:
- A) Statement of Qualifications as outlined in Section 4.
 - B) Non-Collusive Proposal Certificate and Acknowledgment Form as outlined in Section 13.
 - C) Iran Divestment Act statement, as outlined in Section 14.
 - D) Non-Discrimination and Diversity statement, as outlined in Section 14.
- 15.2 Failure to include all of the above items may result in the submission 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 _____, 20__, 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 _____, 20__, 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 _____, 20__, 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 _____

**REQUEST FOR QUALIFICATIONS
REVIEW FORM**

**CITY HALL MASTER PLAN DEVELOPMENT
CITY OF ALBANY
NEW YORK**

Selection committee member's name:

(Printed & Signature)

REVIEW ITEM	AVAILABLE POINTS	AWARDED POINTS
PROJECT UNDERSTANDING AND APPROACH TO PROJECT	25	
RECENT EXPERIENCE IN COMPARABLE PROJECTS	20	
EXPERIENCE WITH HISTORICAL STRUCTURES	20	
PROJECT TEAM ABILITIES	20	
RESPONSIVENESS TO REQUEST FOR QUALIFICATIONS	15	
TOTAL POINTS	100	

Albany City Hall Master Plan Reports and Renovation Projects Since 2006

Reports

Albany City Hall – Roof and Masonry Inspection Report

November 2006

Mesick Cohen Wilson Baker Architects LLP

Albany City Hall – Tower Belfry and Roof Report

September 2006

Mesick Cohen Wilson Baker Architects LLP

Tower Investigation Report

January 2013

Simpson Gumpertz & Heger

Previous Renovation Projects

Albany City Hall - Modernization of Elevators

September 2006

Consultant: Newmont Elevator Analysts, Inc.

Contractor: Albany Elevator, Inc.

Project Cost: \$375,000

City Hall Window Improvement Project – Phase 1

September 2012

Consultant: John G. Waite Associates

Contractor: VMJR Companies, LLC

Project Cost: \$1,400,000

City Hall Tower Repair Project

September 2013

Consultant: Simpson Gumpertz & Heger

Contractor: Titan Roofing

Project Cost: \$175,000

Albany City Hall Steam Trap Replacement Project

July 2013

Consultant: Excel Engineering, P.C.

Contractor: BPI Piping Incorporated

Project Cost: \$75,000

City Hall Window Improvement Project – Phase 2

July 2016

Consultant: John G. Waite Associates

Contractor: VMJR Companies, LLC

Project Cost: \$1,300,000

City Hall Entry Doors Renovations

June 2016

Consultant: Lacey Thaler Reilly Wilson, LLP

Contractor: VMJR Companies, LLC

Project Cost: \$100,000

City Hall Boiler Replacement Project

April 2016

Consultant: Excel Engineering, P.C.

Contractor: DiGesare Mechanical, Inc.

Project Cost: \$650,000

Current Renovation Projects

Albany City Hall – Entryway and Stairway Renovation Project

September 2018

Consultant: James Daly Tobin

Project Budget: \$375,000

AGREEMENT
BY AND BETWEEN
THE CITY OF ALBANY
AND

FOR THE PROVISION OF
PROFESSIONAL CONSULTING 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 "CONSULTANT").

WITNESSETH

WHEREAS, the CITY issued a Request for Qualifications dated September 14, 2018, (which is hereinafter referred to as the "RFQ" and which is attached hereto as Exhibit "A", incorporated herein, and made a part of this Agreement) for the provision of professional consulting services in connection with the City Hall Master Plan Development; and

WHEREAS, the CONSULTANT submitted a Qualifications Package dated October 12, 2018 and after selection provided a scope of services (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 consulting services; and

WHEREAS, the CITY has selected CONSULTANT to provide the said professional consulting 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 City Hall Master Plan Development as forth in the CITY's RFQ dated September 14, 2018, a copy of which is attached hereto and incorporated herein, and the Scope of Services as more specifically set forth on pages _____ of CONSULTANT'S Proposal, a copy of which is attached hereto and incorporated herein as Appendix A. All services and deliverables shall be provided within the time period set forth in Section 5 of the CITY's RFQ.

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:

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. 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 IV. OWNERSHIP OF DOCUMENTS

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

ARTICLE V. 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 VI. 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 VII. INDEMNIFICATION

The CONSULTANT 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 CONSULTANT, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

ARTICLE VIII. INSURANCE

The CONSULTANT 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 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 X. PROFESSIONAL CONSULTING SERVICES

The CONSULTANT shall not engage, contract with, or use of the services of any additional consultants without obtaining prior written approval by the CITY. The CONSULTANT 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 CONSULTANT, or in any way affect the responsibilities of the CONSULTANT hereunder. Unless otherwise agreed to in writing by the CITY, the fees of any consultants retained by the CONSULTANT shall be deemed covered by the total sum to be paid by the CITY to the CONSULTANT as set forth in Article II and the CONSULTANT 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 CONSULTANT 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 CONSULTANT.

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 RFQ dated September 14, 2018;
- 2. The Proposal dated October 12, 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 RFQ dated September 14, 2018;
- iii. The Proposal dated October 12, 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

CONSULTANT

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’