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COMM. OF ACCOUNTS

City of Saratoga Springs

Request for Proposal

MUSIC HALL AIR CONDITIONING PROFESSIONAL SERVICES

**CITY HALL
474 BROADWAY, ROOM 10
SARATOGA SPRINGS, NEW YORK 12866**

PREPARED BY: Office of the City Engineer

January, 2016

ALL RFPS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2016-10 – MUSIC HALL AIR CONDITIONING PROFESSIONAL SERVICES

Name of Bidder: _____

RFP Opening: THURSDAY, MARCH 3, 2016 AT 2:00 pm

AND RETURN TO:

**City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866**



BIDDERS PLEASE NOTE YOUR RFP MUST BE RETURNED AS FOLLOWS:

Step One: You MUST execute and include the following documents with your response:

- Your response to the RFP in question **3 (three) bound copies**
- Waiver of Immunity and Non-Collusive Bidding Certification
- Vendor Code of Conduct
- Risk & Safety Agreement
- **Certificate of Insurance**

Step Two: Enclose your RFP in a sealed envelope marked:

RFP #: 2016-10 – MUSIC HALL AIR CONDITIONING PROFESSIONAL SERVICES

Name of Bidder: _____

RFP Opening: THURSDAY, MARCH 3, 2016 AT 2:00 pm

Step Three: Please return your response to this RFP to the following address:

**City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866**

FAILURE TO SUBMIT RFP DOCUMENTS AS OUTLINED ABOVE WILL LEAD TO IMMEDIATE RFP DISQUALIFICATION.



NOTICE TO BIDDERS

The City of Saratoga Springs, New York, will receive sealed RFPs for **Music Hall Air Conditioning Professional Services**. Sealed RFPs must be received in its entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 474 Broadway, Saratoga Springs, New York, 12866, by **THURSDAY, MARCH 3, 2016 at 2:00 pm** at which time they will be publicly opened and read.

Copies of the RFP may be obtained from the Office of the Commissioner of Accounts, 474 Broadway, Saratoga Springs, New York, 12866, or on the City's web page at www.saratoga-springs.org, under current RFPs. There is no fee for these documents. Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained a RFP packet, or can be found on the City's web page at www.saratoga-springs.org.

Questions regarding the bid should be directed to Stefanie Richards in writing at stefanie.richards@saratoga-springs.org. All bids must be made on the official bid form or an exact copy by reproduction thereof and enclosed in a sealed envelope.

No bidder may withdraw his/her RFP within sixty (60) calendar days after the actual date of the opening thereof. Subsequent to sixty days an offer may be withdrawn in writing. State Finance Law §163(9)(e)

The City of Saratoga Springs reserves the right to reject any and all RFPs, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional RFP documents. State Finance Law §163(9)(d)

**City of Saratoga Springs
Saratoga County, New York**



INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID DOCUMENTS

This document includes a complete set of the required documents, which are for the convenience of bidders and are not to be detached from the bid.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the RFP or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven or more days prior to the date fixed for opening of RFPs will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the RFP, and when issued, will be on file in the City Clerk's Office at least five days before RFPs are opened. In addition, as required, all Addenda will be emailed to each person obtaining a RFP and whose name and address are on record with the City. All such Addenda shall become part of the RFP and all bidders shall be bound by such Addenda, whether or not received by the bidders.

3. RFPS

All RFPs must be submitted on documents supplied by the City and shall be subject to all requirements of the RFP and these INSTRUCTIONS TO BIDDERS. All RFPs must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the RFP documents by the bidder. In order to guard against premature opening of the RFP documents, RFPs shall be enclosed in a sealed and clearly labeled envelope with the words:

RFP #: 2016-10 Music Hall Air Conditioning Professional Services

Name of Bidder: _____

RFP Opening: THURSDAY, MARCH 3, 2016 AT 2:00 pm

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866

The City Council may consider as irregular any RFP on which there is an alteration of or departure from the RFP forms hereto attached and at its option may reject the same. The contract will be awarded by the City of Saratoga Springs City Council to a responsible bidder on the basis of the most qualified RFP resulting from the selected RFP items.

4. WAIVER OF IMMUNITY AND NON-COLLUSIVE BIDDING CERTIFICATIONS

Each bidder submitting a RFP to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the Non-Collusion Affidavit on the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any RFP submitted.

Failure to submit the executed Waiver of Immunity and Non-Collusive Agreements at the time of RFP submission will disqualify the RFP submission.

5. VENDOR CODE OF CONDUCT

Contractor must execute Vendor Code of Conduct and include the agreement with the RFP response submission. ***Failure to submit the executed Vendor Code of Conduct at the time of RFP submission will disqualify the RFP submission.***

6. RISK AND SAFETY AGREEMENT

Bidder must execute the Risk and Safety Agreement and include the agreement with the RFP response submission. ***Failure to submit the executed Risk and Safety Agreement at the time of RFP submission will disqualify the RFP submission.***

7. CERTIFICATE OF INSURANCE

Bidder must include a Certificate of Insurance as outlined in the Risk and Safety Agreement with the RFP response submission. ***Failure to submit a Certificate of Insurance at the time of RFP submission will disqualify the RFP submission.***

8. CORRECTIONS

The bidder must initial erasures or other changes in the RFP.

9. TIME FOR RECEIVING RFPS

RFPS received prior to the advertised hour of opening will be securely kept, sealed. The City Clerk's office, whose duty it is to open them will decide when the specified time has arrived, and no RFP received thereafter will be considered.

10. OPENING OF RFPS

At the time and place fixed for the opening of RFPS, the City will cause to be opened and publicly read aloud every RFP that was received within the time set for receiving RFPS. Bidders and other persons properly interested may be present, in person or by representative.

11. WITHDRAWAL OF RFPS

RFPS may be withdrawn on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the

time set for RFP opening. The RFP Guaranty of any bidder withdrawing his/her RFP in accordance with the foregoing conditions will be returned promptly.

12. AWARD OF CONTRACT: REJECTION OF RFPS

- a. If the Contract is awarded, it will be awarded to the responsible bidder submitting a qualified RFP complying with the conditions and qualifications of the Notice to bidders and Instructions to bidders and will be based on relevant experience. The bidder to whom the award is made will receive by mail a "Notice of Award" at the earliest possible date.
- b. The City, however, reserves the right to reject any and all RFPs and to waive any informality in RFPs received whenever RFP packages are submitted incomplete without the required attachments and/or such rejections or waivers are in its best interest.
- c. All changes in the award contract effecting price and time must be brought to City Council for approval.

13. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

14. COMPLIANCE

Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause of discontinuing business with the successful bidder.

The City of Saratoga Springs reserves the right to:

- a. Amend, modify, or withdraw this RFP
- b. Require supplemental statements of information from those submitting RFP Proposals
- c. Extend the deadline for the RFP submission
- d. Reject any and all RFP Proposals received pursuant of the RFP



STATEMENT OF WORK

1. Invitation

Qualified Engineering Design Firms (Engineer) are invited to submit a firm, fixed-price quotation to the City of Saratoga Springs for engineering design services for the Air Conditioning of Music Hall, City Courtroom and Law Library at Saratoga Springs City Hall.

Evaluation criteria to be considered, in addition to price, include: schedule, staffing, prior experience with similar clients and projects, and experience of sub-consultant team.

Owner: City of Saratoga Springs, NY

Job Location: Saratoga Springs City Hall, 474 Broadway, Saratoga Springs, NY 12866

RFP Contact: Questions shall be submitted not less than three (3) business days prior to the quotation deadline to:

**Stefanie Richards
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866
Email: stefanie.richards@saratoga-springs.org
Phone number 518-587-7098 ext 2550**

The Owner's representative for the project is:

Debbie LaBreche, P.E., Asst. City Engineer
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866
Email: debbie.labreche@saratoga-springs.org
Phone number 518-587-7098 ext 2616

2. Pre-proposal Walk-Thru:

All design firms and members of their team who wish to submit proposals, are strongly advised to attend the pre-proposal walk-thru on **Friday, February 5, 2016 at 9 am. Meet in the 3rd Floor Music Hall. Contact Debbie LaBreche, Asst. City Engineer, at 518-390-0963 if you have any questions regarding the meeting location.** Access to the attic, basement and roof is very limited. This walk-thru is an opportunity to discuss critical items such as:

- locations of proposed HVAC unit(s) & piping
- ductwork
- humidistats, thermostats
- supply grills & diffusers
- power and control panels and wiring

- condensate drain(s)
- natural gas supply piping
- access to work areas & future equipment for maintenance/repair
- provisions to adapt equipment to existing conditions

3. Scope:

The City of Saratoga Springs is requesting proposals for professional services to design a new air conditioning system in the Music Hall located on the 3rd floor of the 1871 City Hall building. The Music Hall was originally built in 1871 as a two-story theater with a perimeter balcony at, what is now, the current 3rd floor level. Since the 1871 construction, the Music Hall has continued to operate as an important civic space. In the early 19th century, the stage height was cut in half when the 3rd floor was constructed for additional space. The City is seeking to add air conditioning to make the assembly space as well as the stage, dressing rooms and restroom spaces more comfortable for venues during the warm weather. The project scope also includes air conditioning for the City Courtroom and Law Library.

City Hall is a City Landmark. The new system shall be designed in accordance with the City's Design Review Commission and per the standards of the National Park Service U.S. Department of the Interior standards for historic buildings.

The City is currently undertaking a plaster restoration project for the Music Hall ceiling. The proposed air conditioning design must be sensitive to the condition of this historic ceiling. The system must avoid excessive vibration or other negative impacts to the structure and finishes.

Detailed Scope of Work :

- A. The proposal shall include the design services of a mechanical engineer, structural engineer, electrical engineer and preservation architect for a historically sensitive, appropriately sized, code compliant air conditioning system. The proposal shall include separate costs for design services, materials testing, bid documents and construction oversight. The City will provide contract administration. Attach supporting documentation to the proposal included in this RFP.

Design shall include:

1. Evaluate the existing mechanical systems in City Hall relevant to the project. Calculate tonnage, number of occupants, functions, seasonal events, size piping and /or ductwork for the most suitable system for:
 - Music Hall (base bid in construction phase)
 - Law Library (bid alternate 1 in construction phase)
 - City Courtroom (bid alternate 2 in construction phase)
2. Verify how systems will affect building envelope. Select approach which minimizes physical and visual damage. Select the lowest level of intervention to successfully accomplish the job. Design shall investigate the advantages and disadvantages of using larger units verses multiple smaller systems.
3. Verify secondary systems, electric, gas and water services availability.
4. Verify structural system is not weakened from weight of the new equipment. Calculate loads in order to support the sizing of the system(s) including structural design of new supports if required.

5. Verify vibrations from new equipment do not negatively affect the plaster or introduce noise.
 6. Verify there will be no future damage by moisture introduced.
 7. Optimize locations of new equipment. Owner shall pre-approve visual impact and style of historic grilles and diffusers.
 8. Verify planned use: annual, monthly, daily for occupants to properly size equipment.
 9. Address function of the existing windows and need for caulking and/or weatherproofing.
 10. Include method for controlling inside temperature, humidity and improve ventilation. Fresh air shall be supplied with economizers.
 11. Verify proper attic insulation and vapor barrier. Include design of any required modifications. Include roof curb and penetration details for watertight installation.
 12. Verify available spaces for equipment and distribution system. Include design of OSHA compliant "catwalk" system for access to equipment, if required.
 13. Design control system for climate control for time of day, weekday, occupancy, and outside ambient air temperature.
 14. Proposal includes lead and asbestos testing. Provide City with test results to include in the construction bid.
 15. Design shall include modifications to the existing fire suppression system.
 16. Design shall meet requirements of the building, fire, electrical, energy, safety codes and all other applicable codes.
 17. Develop a narrative for the coordination/installation of work which shall set the requirements for any disruptions. Develop sequences of operation for all major pieces of equipment including ancillary equipment necessary for the proper operation of the system.
- B. Initial project kick off meeting to confirm work scopes and schedules.
- C. Field measure and summarize all required documentation related to the Music Hall, Courtroom, Law Library and all impacted spaces from the basement to roof levels. Existing data is limited as there are no original plans available. Consultant shall include sufficient time for research and site visits required for a complete understanding of the building structure, historical features, electrical systems, and mechanical systems relevant to the project.
- D. Design shall replicate the original historic materials to the extent practical and feasible. Finishes and millwork shall be high architectural quality suitable for a historic building. Specified materials and equipment shall be discrete and installed to minimize damage to existing building fabric to the maximum extent possible. Design shall meet the requirements highlighted in the NPS US Department of the Interior Preservation Brief 24 Heating, Ventilating & Cooling Historic Buildings – Problems & Recommended Approaches. A copy can be found on the web at:
<http://www.nps.gov/tps/how-to-preserve/briefs/24-heat-vent-cool.htm>.
- E. Proposal shall include application to the City Design Review Commission (DRC)). Provide materials and samples, attend DRC meetings and provide follow-up revisions as required for DRC approval. Provide rendering and recommendations to present to the Owner & DRC for review and comment and incorporate into the design.
- F. Provide a construction budget projection with separate estimated costs for each of the three locations. Present the Owner with draft documents for review and comment and selection of scope to be awarded. Include long term maintenance costs along with the initial construction costs.

- G. Develop detailed design documents that identify the location(s) of all equipment, ductwork, piping, etc. impacted by the proposed scope of work. Provide notes that indicate the type of equipment to be used and any information that can be used to clarify the intent of the design. For demolition, clearly delineate the extent of the demolition work by providing detailed demolition drawings.
- H. Provide sealed engineering plans by the structural, mechanical, electrical and architectural consultants. Provide 50% and 90% draft construction documents and 100% construction bid documents for the proposed plan consisting of technical specifications and drawings. Submit the completed bid documents consisting of three printed sets and 2 CD copies of the completed construction documents. The construction documents are to be developed using Auto CAD. Coordinate with the City Engineers Office for requirements of the standards where applicable. The Owner will provide front end documents and contract administration.
- I. Provide weekly site visits and reports during construction. Assist in the preparation of a punch list of items that need to be completed or corrected prior to final completion of the construction. The Engineers shall, at no additional charge, correct errors and omissions and clarify ambiguities that become evident following delivery of the construction documents.
- J. Prepare record drawings of the work installed. Record drawings shall be prepared from contractors marked up drawings.

4. Attachments:

All sections of this document, including any attachments and all references made thereof, are made part of the quotation. The following information is also provided with this RFP for the submitter to use in the development of their proposal:

- A. Photographic Survey
- B. Forms to be returned with the Proposal

5. Submittal Information:

Include the following in three (3) bound copies of your RFP Proposal response:

- A. Provide a cover letter indicating your understanding of the project and your contact information.
- B. The proposal fee is to be in the form of a lump-sum fee for the proposed work. The proposal shall be broken down as follows:
 - (1) Statement that scope includes all of Tasks A through J in the Detailed Scope of Work, Section 3 above.
 - (2) Project team with resumes and hourly fee rate schedule. Include the qualifications of sub-consultants also selected to be on the respondent's team.
 - (3) Project related expenses, and other incidentals. Include the cost of travel and production in the base bid. Expenses are not reimbursable.
 - (4) Breakdown of fees for each discipline such as mechanical, structural, electrical engineers, preservation architect and materials testing.

(5) Breakdown of fees for design, bid and construction phase services as follows:

- Design phase including preparation of bid documents
- Bid phase including shop drawing/submittal review
- Construction phase

- C. Provide examples and descriptions of a minimum of three related projects on historic buildings, a key factor in awarding the contract. These projects should include adapting to a historic building and Building Code compliance. Note any projects that are on the National Register of Historic Places.
- D. Submit proposal in a sealed envelope with the project name and submitter’s company name on the outside of the envelope.
- E. Three (3) references, including contact information, of prior work experience with projects similar in nature and importance.
- F. City Required Forms (Attached):
- Waiver of Immunity Clause
 - Vendor Code of Conduct
 - Risk & Safety Attachment
 - Proposal Form

6. Project Schedule:

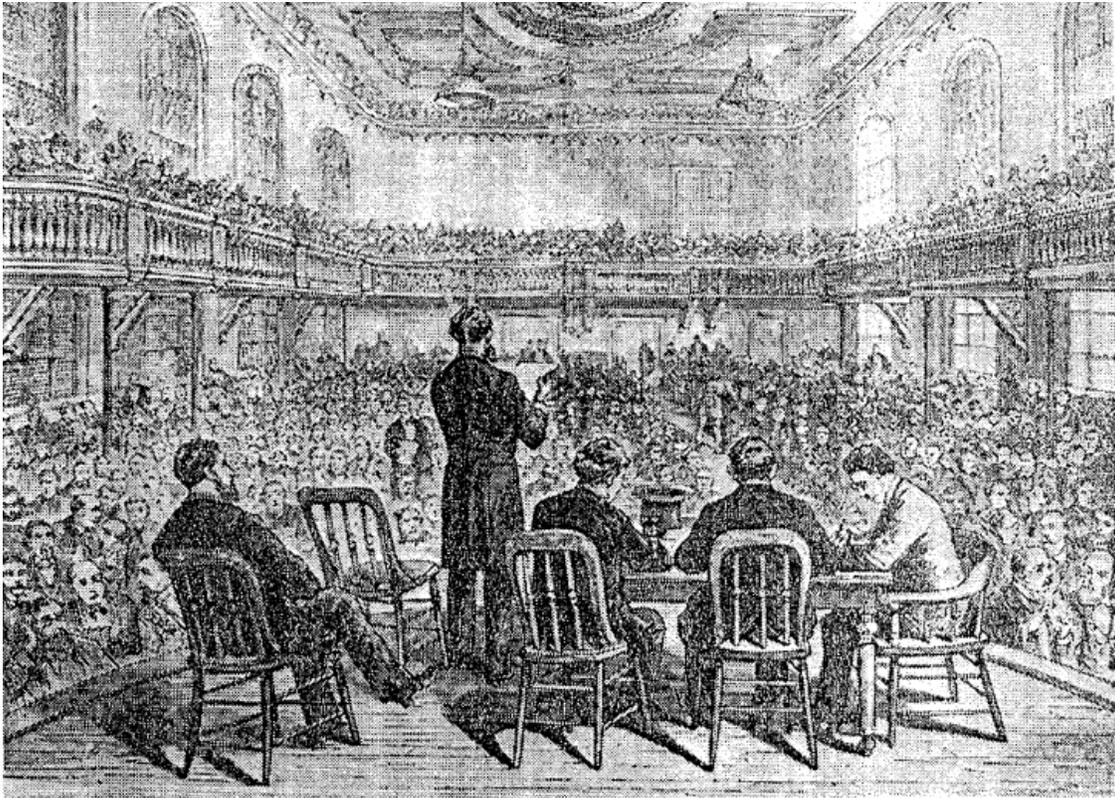
The City aims to have the air conditioning fully operational by the summer. Every effort shall be made to expedite the design, bid and construction schedules. The tentative project schedule is as follows:

| | |
|--|---------------------------------|
| Proposal Advertised..... | Monday, February 1, 2016 |
| Pre-proposal Walk-thru (Meet at Music Hall 3 rd floor)..... | Friday, February 5, 2016 9 am |
| Questions & Clarifications..... | February 22 – February 26, 2016 |
| RFP Due & Opened..... | Thursday, March 3, 2016 2 pm |
| Agreement to City | Wednesday, March 9, 2016 |
| Award Proposal & Approve Agreement by Council | Tuesday, March 15, 2016 |
| Notice to Proceed to Design Firm..... | Wednesday, March 16, 2016 |
| 50% draft documents, cost estimate to City & DRC review/approval | Friday April 1, 2016 |
| City provide comments to Design Firm..... | Wednesday, April 6, 2016 |
| 100% bid documents, advertise bid | Wednesday April 13, 2016 |
| Pre-bid Meeting | Wednesday, April 20, 2016 |
| Bid Opening | Thursday, May 5, 2016 |
| Award Bid | Tuesday, May 17, 2016 |
| Complete Construction phase, system operational..... | Wednesday, July 13, 2016 |

7. Consultant Selection:

All proposals will be reviewed and approved by the City Accounts Department and the City Engineers Office. Proposal fee is not the sole criteria in consultant selection. Relevant experience and references responses will be considered important key elements in the selection process.

PHOTOGRAPHIC SURVEY



1878 scene of the American Bankers Association in prior to addition of 3rd floor level



Figure 1: View of Music Hall looking toward stage



Figure 2: View of Music Hall looking away from stage



Figure 3: Dressing Room behind stage



Figure 4: Looking toward two restrooms in Dressing Room



Figure 5: View of electric subpanels behind stage



Figure 6: Looking toward foyer at elevator



Figure 7: Looking north along rear hallway between Music Hall and Law Library



Figure 8: View of decorative plaster ceiling medallion and fire sprinkler system



Figure 9 View of Sound Box, restrooms below and storage above



Figure 10: View of window fans used to exhaust heat in summer & provide fresh air in winter



Figure 11: View of EPDM roof looking west



Figure 12: View of EPDM roof looking east



Figure 13: View of attic above Music Hall (no solid flooring)

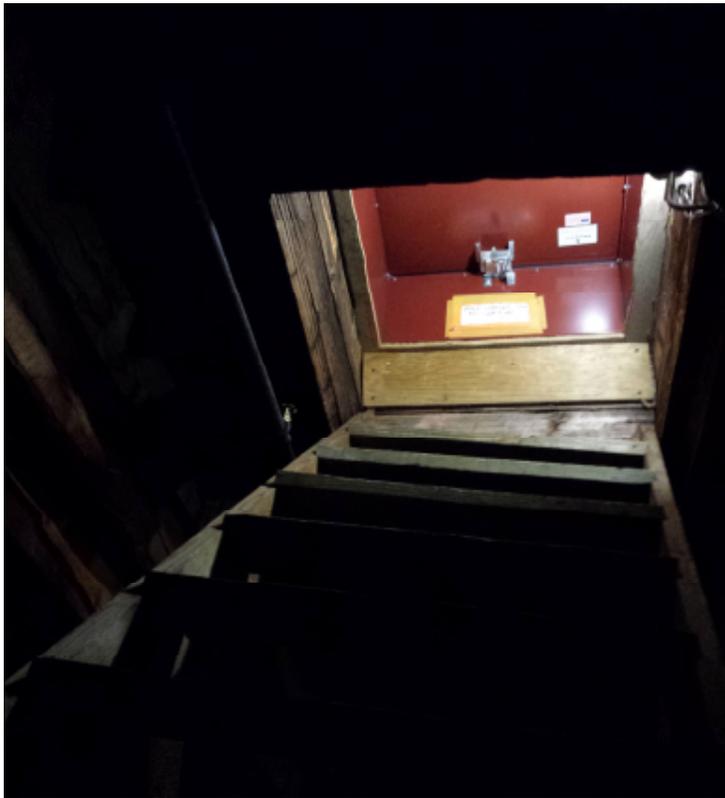


Figure 14: View of attic roof hatch (only access)



Figure 15: View of stairway access to attic



Figure 16: View of Law Library to west of Music Hall 3rd Flr.



Figure 17: View of 2nd Flr. City Courtroom below Music Hall

FORMS TO RETURN WITH PROPOSAL



WAIVER OF IMMUNITY CLAUSE

Upon refusal of a representative of our firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts:

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting RFPs to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

Non-Collusive Bidding Certification

Required by Section 103(e) of State Finance Law

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

- (1) The prices in this RFP 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 bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this RFP have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a RFP for the purpose of restricting competition.”

A RFP shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

Signature: _____ Print Name: _____
Title: _____ Date: _____
Company: _____ Address: _____

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 2012 as the act and deed of said corporation or partnership.



VENDOR/SUPPLIER CODE OF CONDUCT

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- **Legal:** Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- **Wages & Benefits:** Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- **Health & Safety:** Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Working conditions:** Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- **Right to organize:** Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- **Subcontractors:** Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgment

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: _____ Printed name: _____

Title: _____ Date: _____

Company Name: _____

Company Address: _____



City of Saratoga Springs, NY: *Risk and Safety Agreement for Professional Services*

(For Professional Services Licensed by the State of New York Office of Professions Education Department)

City Project Number: 2016-10 City Project Name: Music Hall Air Conditioning Professional Services

Prevailing Wage Project No.: N/A

City Department: DPW Department Contact Person: Debbie LaBreche City Ext. 2616

Company Name: _____

Company Address: _____

Company Telephone No.: _____ Company Fax No.: _____

Consultant Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions Insurance:** One Million per Claim with Two Million Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of

its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay

Consultant shall comply with NYS OSHA laws as of July 18, 2008 requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement. The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Consultant, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Consultant Signature: _____ **Date:** _____



PROPOSAL FORM

(Attach supporting documentation as outlined in Section 5 of this RFP)

INTENT

It is the intent of this RFP to obtain **professional services for the Music Hall Air Conditioning**. In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose experience is judged relevant. The City reserves the right to reject any or all RFPs or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the most complete and qualified proposal meeting the requirements of this RFP.

GENERAL

It shall be the bidder's responsibility to carefully examine each item of this RFP. Failure to respond to each section of the RFP will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section of this proposal form.

TOTAL PROPOSAL IN FIGURES: \$ _____

TOTAL PROPOSAL WRITTEN:

COMPANY NAME: _____

ADDRESS: _____

_____ Phone No. () _____ -
(City) (State) (Zip)

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

DEVIATIONS/EXCEPTIONS:

List any deviations or exceptions to this RFP with an explanation of each:

ACKNOWLEDGEMENTS

Acknowledgement is hereby made of the receipt of the following Clarification:

Clarification No. _____ dated _____

Clarification No. _____ dated _____