**CITY OF ALBANY**

**DIVISION OF ENGINEERING**
**ONE CONNERS BOULEVARD**
**ALBANY, NY 12204**

# REQUEST FOR PROPOSALS
# FOR
# ENGINEERING SERVICES

**PROPOSALS DUE: - WEDNESDAY JANUARY 11, 2017**
**AT 12:00 NOON**

**FUEL ISLAND CANOPY PROJECT**
**CAPITAL HILLS AT ALBANY**
**CITY OF ALBANY SOLID WASTE MANAGEMENT FACILITY**
**ALBANY, NEW YORK**

**DECEMBER 16, 2016**

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

## FUEL ISLAND CANOPY PROJECT
## CAPITAL HILLS AT ALBANY
## CITY OF ALBANY SOLID WASTE MANAGEMENT FACILITY

## ALBANY, NEW YORK

## SECTION 1: PURPOSE

1.1 The City of Albany hereby requests proposals from qualified firms to provide engineering services related to the installation of two (2) fuel island canopies. The first canopy will be installed at the fuel island located next to the maintenance building at the Capital Hills at Albany Golf Course and the second canopy will be installed at the City of Albany Solid Waste Management Facility.

## SECTION 2: PROJECT DESCRIPTION

2.1 The Capital Hills at Albany, located at 65 O'Neil Road in the City of Albany, has a small fuel island to serve golf course maintenance vehicles and equipment. The fuel island has two - five hundred (500) gallon above ground fuel storage tanks (diesel and unleaded gas) with two fuel dispensers and a fire suppression system. The fuel tank area measures 9 feet by 13 feet.

2.2 The City's Solid Waste Management Facility is located off of Rapp Road in the City of Albany. The facility has a fuel island to serve landfill maintenance vehicles and equipment. The fuel island has two (2) above ground fuel storage tanks, a five thousand (5,000) gallon diesel storage tank and a five hundred (500) gallon unleaded gas storage tank. The Island also has fuel dispensers and a fire suppression system. The fuel tank area measures 10 feet by 23 feet.

2.3 It is proposed to install prefabricated canopies over each of the fuel islands. At Capital Hills, the existing slab on the loading side of the fuel tank shall be replaced and site lighting shall also be installed. Lighting shall be integral to the canopy.

2.4 To assist in the preparation of the proposals, Photos of the facility have been included in this RFP.

## SECTION 3: RECEIPT OF PROPOSALS

3.1 Three (3) copies of the Proposal must be received in a sealed envelope marked **"Proposal Enclosed – Professional Engineering Services – Fuel Island Canopy Project"** no later than **Wednesday January 11, 2017 at 12:00 Noon** at the following address:

City of Albany Department of General Services
Division of Engineering
One Conners Boulevard
Albany, New York 12204
ATTN: Mr. William J. Lecuyer, P.E.

3.2 The cost proposal shall be included in a separately sealed envelope within the proposal submittal such that it may be reviewed independent of the remainder of the proposal.

3.3 Each proposal submitted will be the document upon which the City of Albany will make its initial judgment regarding each proposal's qualifications, methodology, and ability to provide the requested services.

3.4 Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.

3.5 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.

3.6 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.

3.7 The City of Albany reserves the right to award the work, in whole or in part, to one or more firms and individuals.

3.8 Any award of the consulting services work shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

## 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.

c. 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.

d. A brief description of the firm's experience in similar projects.

e. Any additional information which would serve to distinguish the firm from other firms submitting proposals.

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 RFP. 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 The project shall be broken down into the following phases:

- Site Investigation
- Construction Document Preparation.
- Bid and Construction Phase Services

5.2 <u>Site Investigation:</u>

a. Attend a project kickoff meeting with the City of Albany to review the project goals, objectives, and schedule.

b. The selected consultant shall complete a site investigation to familiarize themselves with the two project sites.

c. The City has no existing base mapping for this project. The selected consultant shall be responsible to develop basemapping suitable for the layout, design and construction of the proposed canopy.

d. Complete any geotechnical investigations which may be necessary for the installation of the new canopy.

e. Assume a total of two (2) meetings during this phase of the project.

5.3 <u>Construction Document Preparation</u>:

a. Prepare contract drawings and specifications for the new fuel island canopies. Submit to the Division of Engineering at 75% and 90% completion for review and comment.

b. The proposed fuel island canopies shall be prefabricated off site and arrive ready for assembly. The selected consultant shall provide the layout, loading, performance requirements, geometry, referenced standards and all other design parameters required for fabrication of the canopies. The contractor shall submit a PE stamped shop drawing which will be reviewed and approved by the selected consultant.

c. All foundations shall be designed by the selected consultant.

d. Due to the high visibility of the canopy proposed for Capital Hills, special attention shall be made for the aesthetics of the proposed installation.

e. Prepare a detailed cost estimate, including contingency and soft costs. If the cost estimate is not within the project budget ($190,000.00 including all engineering fees), modify and prioritize the scope of the work prior to completing the work. Identify any self-help items that could be performed by City Maintenance personnel.

f. All plans are to be signed and sealed by a New York State Professional Engineer. Corporate stamps are not acceptable for certification of the drawings.

g. Submit 100% contract drawings and specifications. Final contract documents shall include the standard City boiler plate which will be prepared by the City and provided to the Consultant for inclusion into the final project manual.

h. Assume a total of two (2) meeting during this phase of the project.

5.4 <u>Bid/Construction Phase:</u>

a. During the bid phase, the selected consultant shall be available to answer questions from bidders and prepare addendums as necessary.

b. Organize and preside over a preconstruction meeting. Take meeting minutes and distribute to all attendees.

c. Assist the City as necessary with the evaluation of bids.

5.5 <u>Contract Observation and Administration Phase</u>:

a. Attend and preside over the pre-construction meeting. Distribute meeting minutes to all attendees.

b. Make site visits as necessary to review the status and quality of the work for conformance to the Contract Documents, to resolve the contractors RFI's

and to review necessary field changes. Assume a minimum of six (6) site visits

c. Review material submissions, shop drawings, and samples for conformance with the Contract Documents.

d. Prepare and issue meeting minutes for all meetings, assist the City in reviewing and negotiating Contractor's change proposals, provide interpretations of the Contract Documents, respond to Requests for Information, etc.

e. Issue a Notice of Substantial Completion with a punch list of all items that are not satisfactorily completed.

f. Assist the City with project closeout, including final inspection and follow-up to ensure satisfactory completion of punch list items.

5.6 Project Administration: The City of Albany Department of General Services, Engineering Division will administer the project under the direction of Randall J. Milano, P.E. City Engineer. William J. Lecuyer P.E. will be the Project Manager. Any questions concerning the submittal should be directed to Bill Lecuyer at (518) 434-5490, faxed to (518) 434-5696 or emailed to *wlecuyer@albanyny.gov*

5.7 Project Deliverables: The following deliverables shall be submitted to the City of Albany for review:

- Preliminary Design — Three (3) copies of preliminary design documents.
- Final Design — Twenty (20) copies of plans and specifications submitted digitally on CD. In addition, three (3) hard copies of plans and specifications shall be submitted to the City.

5.8 Project Schedule:

- ✓ Proposal Submission ..... January 11, 2017
- ✓ Executed Contract ..... January 20, 2017
- ✓ Site Investigation Completed ..... February 3, 2017
- ✓ Final Plans Completed..... March 3, 2017
- ✓ Plans available to Bidders ..... March 7, 2017
- ✓ Receive Bids..... March 21, 2017
- ✓ Award Project ..... April 4, 2017
- ✓ Begin Construction ..... May 1, 2017
- ✓ Final Completion..... June 30, 2017

## SECTION 6: WORK PROPOSAL

6.1 Address the Scope of Services referenced in Section 5 above, including a detailed work plan and project approach that includes task definitions and methodology, milestones, project schedule, and executed Non-Collusive Proposal Certificate.

## SECTION 7: DESIGN DELEGATION

7.1 Unless noted otherwise, the selected proposer will be responsible for the design and certification of all components of this project. Design delegation to the contractor of any component of this project is strictly prohibited without prior written consent from the City of Albany. It is critical that the Consultant takes complete responsibility for the design of the work and avoids delegation of design to others.

7.2 If the Consultant wants to delegate design, he/she will request in a letter to the City Engineer that delegation be authorized, explain specifically why for each case, and state that the work is ancillary to the project. The City Engineer will review the request and provide a written reply. In the event the request is denied, no additional compensation will be paid to the Consultant.

7.3 In all cases when design is delegated, the Consultant shall provide the layout, loading, performance requirements, geometry, referenced standards and all other design parameters required so the Contractor’s design professional is able to design the components or systems. The Consultant shall be responsible to review and approve the contractor's submittal for conformance with the design concept.

## SECTION 8: COST PROPOSAL

8.1 Provide the individual proposed cost for each of the services set forth in Section 5. Subsections 5.1 through 5.5.

8.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must, however, provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.

8.3 As identified in Section 3.2, the cost proposal shall be included in a separately sealed envelope within the proposal submittal such that it may be reviewed independently.

## SECTION 9: CONTRACT

9.1 The selected proposer will be required to execute a contract with the City of Albany. A sample City of Albany Professional Services Agreement has been included with this RFP.

## SECTION 10: PROPOSAL EVALUATION

10.1 Proposals shall remain valid until the execution of a contract by the City of Albany or February 24, 2017, whichever comes first.

10.2 Proposals shall be examined and evaluated by the City of Albany to determine whether each proposal meets the requirements of this RFP. A recommendation will be made for a contract award based on the following criteria:

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

10.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to the experience, qualifications, and past performance of the proposer(s).

## SECTION 11: ALTERNATIVES

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

## SECTION 12: INDEMNIFICATION

12.1 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 13: CLARIFICATION

13.1 All inquiries with respect to this Request shall be directed to Department of General Services at the following address:

Att: Mr. William J. Lecuyer, P.E.
Division of Engineering
One Conners Boulevard
Albany, New York 12204
Tel.: (518) 434-5490
Fax: (518) 434-5696
Email: *wlecuyer@albanyny.gov*

13.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 13.1. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) 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.

## SECTION 14: MODIFICATION AND WITHDRAWAL OF PROPOSALS

14.1 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.

## SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

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

(a) Workers' Compensation and Employer's Liability Insurance**:** 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.

15.2 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.

15.3 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.

**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.

_____ _____

(date) (signature)

_____

(printed name and title)

_____

(name of firm)

# Site Photos

**Capital Hills Fuel Island**

**Capital Hills Fuel Island**

**Solid Waste Management Facility Fuel Island**

**Solid Waste Management Facility Fuel Island**

# Sample City of Albany

# Professional Agreement

AGREEMENT
BY AND BETWEEN
THE CITY OF ALBANY
AND

_____

FOR THE PROVISION OF
PROFESSIONAL ENGINEERING SERVICES

Agreement made _____, 2017 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 December 16, 2016 (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 firms to provide engineering services related to the installation of two (2) fuel island canopies located at the Capital Hills at Albany Golf Course and the City of Albany Solid Waste Management Facility; and

WHEREAS, the ENGINEER submitted a Proposal dated January 11, 2017 (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 engineering services related to the installation of two (2) fuel island canopies located at the Capital Hills at Albany Golf Course and the City of Albany Solid Waste Management Facility as forth in the CITY's RFP dated December 16, 2016, a copy of which is attached hereto and incorporated herein, and the Scope of Services as more specifically set forth on section 5 of ENGINEER/ARCHITECT/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 5.8 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 December 16, 2016;
2. The Proposal dated January 11, 2017;

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 December 16, 2016;
iii. The Proposal dated January 11, 2017;

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 _____, 20__, 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 _____, 20__, 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”