



REQUEST FOR PROPOSALS

CITY OF UTICA

PARKS & RECREATION MASTER PLAN

August 22, 2016

I. Introduction

The City of Utica has funding available for consultant services for the completion of Parks and Recreation Master Plan. The plan is to include a trail system designed to connect City parks and open space areas with existing trails, Utica Harbor and the Erie Canal. In addition, special consideration should be given to the historic preservation of Utica's Olmsted Parks. The project includes a minimum of two public informational meetings to receive comment and input to be considered for the plan.

The City seeks to begin work immediately. It is the intent of this document to solicit proposals from qualified consultants to perform the services specified herein.

II. Objectives/Project Description

Located in the center of New York State and situated along Interstate 90, the City of Utica has many attributes which make it an ideal location for business and raising a family. Founded as a village in 1798 and incorporated into a city in 1832, Utica is rich in history and culture with an increasing population of 62,325. Utica is home to five colleges and universities each offering a wide variety of academic opportunity. Just outside of the city, Hamilton College and SUNY Polytechnic Institute also serve the communities educational needs. With a constant circulation of college students and permanent presence of the professors who teach them, the Utica area has a growing creative class.

The City of Utica boasts an extensive park system with of a total 677 acres of municipally owned and operated parkland. The city's 3 main parks are listed on the National Register of Historic Places and include:

Roscoe Conkling Park - features the Valley View Municipal Golf Course, designed by Robert Trent Jones, The Utica Zoo, South Woods Multi-use Trail System, and the Val Bialas Ski Area.

Thomas R. Proctor Park and **Frederick T. Proctor Park** - each designed by the Frederick Law Olmsted Jr. T.R. Proctor Park contains ball fields, soccer fields and a playground, while F.T. Proctor Park offers more passive recreational opportunities. In this park one may enjoy the many stone staircases and elements built by artisans during the Works Progress Administration.

Another significant piece of the system is the **Memorial Parkway** which features tree lined medians dappled with landscaped memorials and statues. Drivers, cyclists, walkers and runners alike are treated to spectacular views of the Mohawk Valley and the natural beauty of deer grazing along its tree line.

In 1990, the City of Utica in cooperation with the United States Department of Housing and Urban Development produced the Urban Parks and Recreation Recovery Action Plan. The community driven plan identified both successes and impediments in the parks system, while also identifying recommendations for park improvements, discontinuances and redevelopment. Several of the suggestions have been implanted to date, however the plan was created 25 years ago and since then the City's outlook and trends have changed. For example: factors such as the City of Utica's large immigrant population coupled with the coming advent of tech jobs in the neighboring town of Marcy has resulted in an increase in the number of young people, thereby increasing usage of city parks. With this changing demographic, soccer fields in particular have been in high demand in recent years.

The purpose of this project is to provide the necessary analysis for the preparation of a City of Utica Parks and Recreation Master Plan. This plan will provide the City with clear guidance regarding proposed improvements and capital needs for each park, and outline a prioritized list of projects that the City can undertake to meet the recreational needs of its citizens. The Parks Plan will detail future acquisition, programming and maintenance needs for the City's parks and open spaces, and outline anticipated costs and recommended scheduling. The objectives are to develop a Parks Master Plan describing future recreational needs, goals, programming, and maintenance requirements for the individual existing parks, recommend improvements for currently undeveloped park lands and develop a conceptual design for a citywide trail system connecting all city parks and open space areas with the Mohawk River and Erie Canal. Additionally, the city hopes to focus on preserving and enhancing our city's historic park elements.

It is anticipated that the City will form an Advisory Committee (AC) to facilitate this project.

The project focuses on the following activities:

TASK A - INVENTORY OF EXISTING FACILITIES (CITY-WIDE):

Overview – A needs assessment and evaluation/current condition report of existing facilities and conditions will be prepared by the Consultant for all the City parks. Work effort will result in a compilation of maps depicting existing features and conditions. Final data will be compiled using a Microsoft (MS) Access database with a Graphic User Interface (GUI) for each park, with an overview of all of the parks.

Maps to be provided will include:

- City-wide base map identifying the location of each City Park and open space, city destinations and landmarks, and existing trails and roads connecting the identified places
- Individual park maps and narrative descriptions depicting the natural features of the park including access points to the park, roads connecting the park with adjacent neighborhoods and with city destinations and/or landmarks, existing parking areas, existing trails, and existing recreation facilities.

The Contractor will be required to prepare an inventory & assessment for the following City parks:

- | | |
|------------------------------|-----------------------------|
| 1. Roscoe Conkling Park | 11. O'Connor Park |
| 2. Thomas R. Proctor Park | 12. Quinn Playground |
| 3. Frederick T. Proctor Park | 13. Chancellor Park |
| 4. North Utica Park | 14. Hirt Playground |
| 5. Seymour Park | 15. Hanna Park |
| 6. Pixley Playground | 16. Nurses Candlelight Park |
| 7. Wankel Playground | 17. Addison Miller Pool |
| 8. Addison Miller Park | 18. Buckley Pool |
| 9. Lincoln Playground | 19. Fitzgerald Pool |
| 10. Kemble Park | 20. Greenman Estates |

Task A.1 - Project Initiation

The Consultant will hold an initiation meeting (**Meeting. No. 1**) with the Advisory Committee in order to review the project requirements, exchange information and clarify roles and responsibilities of all parties. Accomplishments at this first meeting shall include the following:

- Establish a tentative schedule for Advisory Committee meetings.
- Confirm understanding of the scope of services.
- Confirm expectations and roles of participants.
- Develop a list of contacts and stakeholders to facilitate additional data collection.

Task A.2 - Data Collection

The Consultant will conduct individual site visits to all parks for the purpose of preparing the inventory of facilities database. Team members, with guidance from City staff, will collect data on site amenities to include:

- Geographic location of the park within the city
- Natural features including topography, geology, surface hydrology, site ecology, flooding and erosion, sources of pollution and scenic resources
- Local and regional context of the park including demographics, tourist impact and business impact
- Existing developmental controls for the area including land ownership pattern, existing zoning, permits and approvals necessary for new pedestrian/bike trails & rights-of-way
- Existing utilities serving the park (water, sewer, solid waste, electricity, wireless internet access capacity, etc.)
- Existing transportation infrastructure within and adjacent to the park including road and rail networks
- Accessibility per ADA requirements
- Historic resources within the park
- Recreational resources – including facilities – condition, capacity and standards for each existing recreation facility; range of population using each facility; types of available passive and active recreational activities and recreation programs, and the population for which they are designed
- Existing park amenities and their condition including an assessment of park buildings, pools, band shells, etc. relative to structural, mechanical and electrical conditions.
- Management and maintenance of the park
- Existing funding sources for park operations
- Summary of existing plans and projects influencing the City's park system history, development and improvements
- Analysis of site constraints, needs and opportunities for each park

Information will be recorded on specialized survey forms utilized for the database (see Task A.3 below). A photographic inventory of all parks will be accomplished utilizing digital cameras.

The level of effort for each Team member will vary from park to park, depending upon the type and number of structures, facilities and amenities that exist at each site, and the amount of current information available for each facility.

Upon completion of the site visits, the base maps will be annotated and updated electronically to be used during the planning and design tasks. The base maps, as well as pertinent digital photos taken during the site visits, will become part of the database.

Meeting No. 2 will then be held with select key stakeholders and presidents of neighborhood committees & local sports organizations. We anticipate the following representatives would also be invited to participate in this meeting:

- Parks Superintendent
- Recreation Directors
- City Council Parks Committee Chair

Task A.3 - Data Entry

As part of the site visit activities, the inventory data on the survey forms will be entered into the database. The updated database shall include:

- A Graphic User Interface (GUI) – Easy to use desktop forms will be created and used to update the data on the different parks, their site amenities, and the conditions of each.
- Two levels of security – Level I – Read only permissions. Level II – Read, write, and execute permissions.
- A menu of queries and reports to evaluate City-wide conditions or conditions of a particular park. The menu could be customized, based on the City's needs.
- A user manual for accessing the database, etc. (created under the previous effort).

Task A.4 - Analysis/Summary & Report

This task will conclude with a brief analysis and summary of the inventory and general conditions of the parks and corresponding amenities, which will be organized into a report including photos and other findings information. This summary will also provide a "base year" assessment of conditions. As Task B, below, is completed with updated or new park plans, the information will be included in the newly established database. This will assist the City with their monitoring of conditions, improvements and/or removals, and in the preparation of schedules and budgets for parks planning and facilities.

Task A – Deliverables

- City-wide base map
- Individual park base maps and associated narrative descriptions
- Summary of existing related plans and projects
- Analysis of site constraints
- Meeting minutes (Meetings No. 1 & 2) summarizing agreements/understandings reached

TASK B - NEEDS & OPPORTUNITIES ASSESSMENT (CITY-WIDE):

Under this task the Consultant will prepare a report based on the findings of Task A and the meetings with the Advisory Committee block clubs and sports organizations.

Task B.1 – Establish Base Level of Service

The Consultant will identify a base level of service using the results and data from Task A.

Task B.2 – Parks and Recreation Survey

The Consultant shall create and distribute a survey to the public to solicit input on the existing parks system and associated recreation activities and programs, including but not limited to: the importance/influence of city parks and recreation activities on daily residential life and the level of tourism into the area. The survey will include two sets of questions – one for residents and the other for businesses relying on local tourism. This should require a variety of means by which the survey will be made available.

Task B.3 – Needs Assessment Evaluation

The Consultant will assess indicators of recreational demand and recommend improvements to the City's park system. This system-wide assessment will be used to guide the development or revision of individual park Master Plans that would be completed under Task C.

As part of this task, in order to better understand projected demand for recreational facilities, the Consultant will conduct a meeting (Meeting No. 3) including but not limited to the following anticipated participants:

- Advisory Committee
- Parks Commissioner
- City Planner
- City Youth Bureau
- Common Council Parks Committee
- Oneida County Youth Bureau
- Central New York Conservancy
- Herkimer-Oneida Co. Transportation Study
- MVRCR Representative
- MUCC Representative

Task B.4 – City-wide Public Meeting (Meeting No. 4)

The Consultant will conduct a city-wide public information meeting to receive comment and input to be considered for the individual Master Plans.

Task B.5 – Youth and Refugee Population Outreach

The Consultant will conduct special coordinated outreach to the largest demographic of park users, city youths and refugee populations. These groups would be largely ignored should we rely on public information meetings alone. The consultant should take measures such as issuing surveys to schools and/or holding specialized meetings at schools, Mohawk Valley Resource Center for Refugees or Midtown Utica Community Center in order to gain their input.

Task B.6 – Recommended Capital Improvements and Potential Funding Sources

The Consultant will identify capital improvement recommendations based on the findings under Tasks A and B. They will also provide a list of potential funding sources that may be available to fund specific short-term and long-term projects.

Task B – Deliverables

- Meeting minutes (Meetings No. 3 and 4)
- Survey copy and results
- Needs & Opportunities Assessment Report
- Report on recommended capital improvements and potential funding sources

TASK C – MASTER PLANS (BY INDIVIDUAL PARK)

The ultimate goal of Task C is to provide the Advisory Committee with one concise document for parks and recreation planning that sets forth findings, management policies and programming and recommendations to address current and future needs. The updated information provided for this task will also be useful in updating other City of Utica planning efforts, thereby providing for consistency in the City's overall parks and recreation planning. The overall Master Plan will be created through the compilation of individual park Master Plans.

Task C.1 – Individual Park Master Plans

- The Consultant will conduct a meeting (Meeting No. 5) with the Advisory Committee to review the individual park Master Plan to receive comments.
- Based on comments, the Consultant will finalize the individual park Master Plans for the selected parks and prepare an opinion of probable construction costs for each park based on short- and long-term recommendations.

Task C – Deliverables

- Meeting minutes (Meeting No. 5)
- Final individual park Master Plans
- Opinion of probable costs for recommended improvements (short- and long-term)

TASK D – Conceptual Design for City-wide Trail System:

The Consultant shall prepare a Conceptual Design of a City-wide Trail System. The conceptual design of the trail system shall provide for safe non-motorized travel, integrate parks and trails, support the mix of active and passive recreation opportunities that the city parks and open space provide, and preserve natural areas to maintain the community's natural heritage.

Task D – Deliverable

- Conceptual Design for City-wide trail system

Task E – Preliminary City of Utica Parks Needs Assessment & Master Plan Report

The Consultant shall, in consultation with the Advisory Committee, prepare a preliminary parks and recreation master plan incorporating the results of the Inventory Report, the Needs Assessment Report and the Individual Park Master Plan. The report will be formatted to facilitate updates/additions in the likely case a phased approach is taken for park development. In addition to the items listed below, the Plan shall include best management practices to avoid or reduce water quality impairments from upland runoff or in-water activities and to avoid impacts, if any, to State-designated Wildlife Habitat areas and other sensitive resources.

The parks and recreation master plan shall include, but not be limited to:

- Proposed recommendations, strategies and actions to meet the identified needs - based on the Needs and Opportunities Assessment Report, the findings of the first public information meeting, and the public survey.
- Individual preliminary park master plans. To better convey to municipal leaders and the public the proposed recommendations, 20 individual preliminary park master plans will be prepared – including graphics and other illustrative materials.
- Conceptual designs/graphics showing pedestrian, bicycle and vehicular circulation. To improve public access, improve circulation, and enhance access to scenic resources.
- Design standards/guidelines. To establish aesthetic standards for improvements in city parks and provide a unified look for the parks system, or establish a desired identity/theme for each park.

The design guidelines may include:

- architectural styles and details
- building mass (including height, length, setbacks, and coverage)
- site coverage by buildings, walkways, landscaping, and parking areas
- width and type of pedestrian walkways, sidewalks, and waterfront esplanades
- bulkheads and railings
- way-finding signs
- type of benches, lighting, planters, bicycle racks, trash
- receptacles and other landscape amenities
- trails types and widths
- types of plants trees, shrubs, flowering plants or groundcover - native plants or plants that have proven to be non-invasive in the region
- Conceptual design for City-wide trail system
- Cost estimates and possible public and private funding sources.
- Proposed implementation schedule and methods of implementation.
- Identified federal, state and local regulatory requirements – permits and approvals.
- Proposed managerial and operations structure.

Task E – Deliverable

Preliminary Parks and Recreation Master Plan

TASK F - PUBLIC INFORMATION MEETING (MEETING NO. 6)

The Consultant will conduct a second city-wide public information meeting to present the results of this project for the City. The materials will include a PowerPoint presentation and graphic presentation boards for residents to review before and after the presentation.

Task F – Deliverable

- Meeting minutes (Meeting No. 6)

TASK G – FINAL CITY OF UTICA PARKS NEEDS ASSESSMENT & MASTER PLAN REPORT

Under this task, the Consultant will provide final deliverables based on input received in Task D.

Task G.1

The Consultant will conduct a meeting with the Advisory Committee (Meeting No. 7) to review the final comments and refinements gathered at the public information meeting and receive final direction from the Advisory Committee.

Task G - Deliverables

- Meeting minutes (Meeting No. 7)
- Individual Park Master Plans and cost estimates.
- Final City of Utica Parks and Recreation Master Plan.
- One (1) digital copy of the completed deliverables.

Proposal Submission Requirements

A. Miscellaneous Requirements

The City of Utica reserves the right to reject all proposals which do not comply with these instructions. Proposals will not be returned and will become property of the City once submitted.

1. Proposals **must be received** by 3:00 pm on **September 20, 2016**.
Four hard (4) copies and an electronic copy of the proposal should be submitted to:

Christopher M. Lawrence
Planner – City of Utica
1 Kennedy Plaza
Utica, New York 13502

2. Expenses incurred in the preparation of the proposals are borne by the Company with the understanding that the Company may not apply to the City for reimbursement of these expenses.
3. Each proposal should be accompanied by a cover letter signed by an officer empowered by the Company to sign such material and thereby commit the Company to the obligations contained in the proposal.
4. Supplements or amendments to the RFP, if any, will be mailed by the City.
5. The Company shall maintain in force the insurance requirements specified in attachment (See Instructions for City of Utica Standard Insurance Certificate attached).
6. The Consultant shall agree to abide by all applicable Federal, State, and Local laws, rules and regulations regarding equal opportunity and affirmative action. The City has established the following goals for the participation of certified minority and women-owned businesses (M/WBE's) on this project:

MBE's: 15% of the total dollar value

WBE's: 15% of the total dollar value

*Proposals must describe how the Company will meet these requirements.

B. Proposal Content

The proposal should contain the following sections:

1. Technical - Describe the approach to be taken in addressing the scope of work.
2. Describe the management plan to be used in completing the tasks set forth in the scope of work. This description should include proposed project schedule showing starting and completion dates for all tasks and a staff-loading-by-task chart showing individuals allocated time by task, hourly wage rates, and total labor charges. Resumes of proposed personnel should be included in this section.
3. Qualifications - Describe the Company's related experience and identify references including contact person and phone number for each referenced job.
4. Insurances - List types and limits of the Company's insurances.
5. Cost Proposal - Submit separate cost breakdown of labor and expenses for each component of the scope of work. Fees should include all expenses including labor, travel, phone, reproduction costs and other reimbursables. It shall include all services outlined in this proposal. Any survey work necessary will be negotiated as a separate item and may be performed by City staff.

Proposal Review

Upon receipt of the proposals, the AC will be assembled and proposals will be judged according to the following point system:

Technical: **50 points**

Understanding of scope of work
Appropriateness and reasonableness of approach

Management and Staffing: **35 points**

Project schedule (15)
Efficiency of management plan (10)
Breakdown of staff and labor (10)

Company Qualifications: **30 points**

Experience with projects of similar scope including landscape design, waterfront parks, master plans, recreation planning and community-based design

Cost: **35 Points**

Reasonableness of fee (15)
Thoroughness of cost breakdown (10)

Maximum Total **150 points**

It is the intention of the City of Utica to select one Consultant based solely on this RFP and on the quality of the proposals received. (Sub-consultants and/or joint ventures are permitted). Top ranked firms may be requested to prepare and give an oral presentation before a city selection committee. Selected and non-selected firms will be notified in writing. The selected firm should be prepared to begin work immediately upon execution of an agreement. See sample contract attached. The City of Utica reserves the right to reject any late or incomplete submission, and all proposals for whatever reason. Any questions regarding this RFP should be directed to:

Christopher M. Lawrence
Planner – City of Utica
1 Kennedy Plaza
Utica, New York 13502
clawrence@cityofutica.com

CITY OF UTICA, NEW YORK

PROFESSIONAL SERVICES AGREEMENT

This agreement, entered into on this **XX** day of **MONTH, YEAR**, between the **CITY OF UTICA, NEW YORK**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 1 Kennedy Plaza, Utica, New York 13502, hereinafter referred to as “**CITY**” and **CONSULTANT NAME**, a professional corporation with a principal place of business located at **CONSULTANT ADDRESS**, hereinafter referred to as “**PROFESSIONAL**”,

In consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, **CITY** and **PROFESSIONAL** agree as follows:

1. SERVICES TO BE PERFORMED

PROFESSIONAL will perform professional design services for **CITY**, subject to the provisions of this agreement, in connection with the **DESCRIPTION OF SCOPE OF SERVICES**. The professional design services are set forth in more detail in the Request For Proposals prepared by **CITY** and the proposed Scope of Services submitted by **PROFESSIONAL**, which is attached hereto and made a part hereof as Exhibit A.

2. AGREEMENT SUM AND PAYMENT

In consideration for performance of the work described, **CITY** shall pay **PROFESSIONAL** the amounts set forth in the proposal attached hereto as Exhibit A, with the total costs not to exceed **CONTRACT AMOUNT**, said fee to include all reimbursable expenses travel and professional time. Upon completion of each task set forth in the Scope of Services, **PROFESSIONAL** shall notify **CITY** in writing of same. **CITY** shall inspect said work, and if said work is satisfactory, **CITY** shall accept said work as fully performed under the terms of the contract and payment shall be made within thirty (30) days of the written notice. **CITY** will not be assessed any additional fees or charges in the event that payment has not been made to **PROFESSIONAL** within the thirty day period.

3. TIME OF COMMENCEMENT AND COMPLETION

The work may commence as soon as this agreement is executed, and shall be completed no later than **COMPLETION DATE**. All times stated herein are of the essence.

4. CHANGES IN THE WORK

CITY shall have the authority to unilaterally order minor changes in the work, as long as the minor change is not inconsistent with the intent of the specifications. **CITY** shall have the authority to order an adjustment in the contract sum resulting in a credit or a charge to the **CITY**, to order an adjustment in the contract time, or to order a change in the scope of work, but said orders must be upon mutual agreement of the parties. No changes in the work covered by this contract shall be done or made by **PROFESSIONAL** without the written authorization of **CITY**.

5. SCHEDULE

PROFESSIONAL understands that prompt and ready completion of the services delineated under this agreement is required by the **CITY** in order to meet its schedules and commitments and that time is of the essence to this agreement. **PROFESSIONAL** shall immediately notify the **CITY** in writing of any difficulty in complying with requirements of the agreement. **CITY** may issue a change order allowing for extra time, if the parties come to a mutual agreement as to an increase in contract time. **CITY** may require **PROFESSIONAL** to demonstrate an alternative means of recovering the anticipated or actual delay in contracting performance.

6. OBLIGATIONS OF PROFESSIONAL

PROFESSIONAL will furnish all labor, equipment and materials necessary for the performance of its duties under this agreement, and shall perform all work using the professional standard of care and skill ordinarily exercised by members of the appropriate engineering and/or scientific profession practicing in the same locality, under similar conditions and as of the time the services are performed and shall be responsible for all work under this contract, including techniques, sequences, procedures and means, and for coordination of all work.

PROFESSIONAL's supervisory personnel will regularly inspect the work done by **PROFESSIONAL's** employees, agents and servants. **PROFESSIONAL** shall maintain at all times strict discipline among **PROFESSIONAL's** employees, agents and servants and agrees not to employ for work on the project any person unfit or without sufficient skills and experience to perform the work for which the **PROFESSIONAL** is employed.

PROFESSIONAL shall take all responsibility for the work and shall bear all losses resulting from the amount or character of the work, or from any unforeseen difficulties which may be encountered. **PROFESSIONAL** shall secure all permits required to perform its duties under this agreement and shall comply with all applicable Workers' Compensation, employer's liability, OSHA, New York State Labor Law and other federal, state, county and municipal laws, rules, ordinances and regulations.

7. INSURANCE

PROFESSIONAL agrees that it will at its own expense, at all times during the term of this agreement, procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under the Worker's Compensation Act. **PROFESSIONAL** agrees to provide **CITY** with certificates showing that **PROFESSIONAL** has obtained the required Worker's Compensation and Disability Benefits coverage, or to submit proof that **PROFESSIONAL** is not required by law to provide such coverage.

PROFESSIONAL agrees that it will at its own expense, at all times during the term of this agreement, procure and maintain in force a policy of professional liability insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against liability for professional malpractice as a result of professional design services rendered by **PROFESSIONAL** under the terms of this agreement.

PROFESSIONAL agrees that it will at its own expense, at all times during the term of this agreement, procure and maintain in force a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against any general liability arising from the services to be provided hereunder. The coverage of such insurance shall not be less than one million dollars (\$1,000,000). **PROFESSIONAL** agrees to have **CITY** named as additional insured to said policy, and to provide **CITY** with a certificate from said insurance company or companies showing **CITY** as an additional insured prior to the execution of this agreement, and to provide that such coverage shall not be terminated without prior written notice to **CITY** at least fifteen (15) days prior to said termination.

8. LIABILITY/INDEMNIFICATION

PROFESSIONAL agrees that **CITY** is to be exempt from any and all liability for any damage, injury or death to person or property of **PROFESSIONAL**, including **PROFESSIONAL's** agents, servants and business invitees.

PROFESSIONAL agrees that it shall indemnify and hold harmless **CITY** from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from personal injuries or death to persons, property damage, and for anything and everything whatsoever arising from or out of work of **PROFESSIONAL** and its agents, servants or employees, and from any loss or damage arising from the negligent acts or failure to act or any default or negligence by **PROFESSIONAL** or failure on the part of **PROFESSIONAL** to comply with any of the covenants, terms or conditions of this agreement.

9. IMPOSSIBILITY

In case the property subject to this agreement, or any part thereof, shall be destroyed or damaged by fire or other natural disasters, including flooding, wind, etc., or by acts of vandalism, or if any other casualty or unforeseen occurrence shall render the fulfillment of this agreement impossible, neither party shall in any case be held liable or responsible to the other party for any damage caused thereby nor be held responsible for fulfillment of their portion of the agreement.

10. TERMINATION

CITY and **PROFESSIONAL** may, on ten (10) days written notice to the other party, terminate this agreement before the termination date hereof, and without prejudice to any other remedy, when the other party defaults in the performance of any provision herein, or fails to perform any material condition of the contract.

11. NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given at the time it is personally delivered or mailed, properly addressed and postpaid, to the address specified below, or to such other address as may be specified in writing:

City of Utica, New York
Department of Urban & Economic Development
Attn: Mr. Brian Thomas, Commissioner
Utica City Hall
1 Kennedy Plaza
Utica, New York 13502

CONSULTANT NAME
Attn: PRINCIPAL NAME
CONSULTANT STREET ADDRESS
CONSULTANT CITY, STATE & ZIP

12. SUBCONTRACTING

PROFESSIONAL shall not assign any portion of the work to a subcontractor without prior written approval of **CITY**.

13. WAIVER

Any waiver by any of the parties of any of the provisions of this agreement shall not imply preceding or subsequent waiver of that or any other provisions.

14. ASSIGNMENT

No assignment by any of the parties to this agreement of any rights, including rights to moneys due or to become due under this agreement, or delegation of any duties under this agreement shall be binding upon the parties until their written consent has been obtained.

15. PARTIAL INVALIDITY

If any provision of this agreement or any part thereof is or becomes void or unenforceable by force of law, the other provisions shall remain valid and enforceable.

16. MODIFICATION

Oral statements and understandings are not valid or binding, and neither this agreement nor any order shall be changed or modified except by a writing signed by all parties.

17. COMPLIANCE WITH LAWS

In performing under this agreement, all applicable governmental laws, regulation, orders, and other rules of duly constituted authority shall be followed and complied with in all respects by all parties.

18. GOVERNING LAWS

This agreement shall be construed and enforced in accordance with the laws of the State of New York.

19. HEADINGS

Headings used under this agreement are for convenience of reference only and shall not affect the interpretation of this agreement.

20. ADDITIONAL PROVISIONS

INCLUDED AS NECESSARY DEPENDING ON FUNDING SOURCE

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

THE CITY OF UTICA, NEW YORK

BY: _____

ROBERT M. PALMIERI, MAYOR

CONSULTANT NAME

BY: _____

PRINCIPAL NAME & TITLE

DRAFT

STATE OF NEW YORK)

COUNTY OF ONEIDA)ss:

On this ____ day of _____, 201X, before me personally came Robert M. Palmieri, who being duly sworn, did depose and say that he resides in Utica, New York, that he is the Mayor of the City of Utica, a party described herein, and that he executed the within instrument and signed his name thereto.

Notary Public

STATE OF NEW YORK)

COUNTY OF) ss:

On this ____ day of _____, 201X, before me personally came **PRINCIPAL NAME**, who being duly sworn, did depose and say that he is a principal of **CONSULTANT NAME** with an office located at **CONSULTANT ADDRESS**, a party described herein, and that he executed the within instrument and signed his name thereto.

Notary Public

DRAFT

**EXHIBIT A
SCOPE OF SERVICES**

(ATTACH COPY OF SCOPE FROM PROPOSAL)