

RESOLUTION NO. ____

July 21, 2020

**A RESOLUTION APPROVING A CONTRACT FOR
ENGINEERING SERVICES FOR INTERSECTION IMPROVEMENTS**

WHEREAS, the City of Hudson widely published a request for proposals for professional architectural and engineering services to improve intersections within the City of Hudson; and

WHEREAS, the City received several responses, including one from Creighton Manning Engineering, LLP to provide the scope of services as outlined in the request for proposals; and

WHEREAS, the proposal by Creighton Manning with a contract cap price of \$16,870.00 was the lowest price offered by the responders; and

WHEREAS, the proposal has been reviewed and approved by the Commissioner of Public Works.

NOW THEREFORE, LET IT BE RESOLVED that the Mayor is authorized to sign the attached contract with Creighton Manning Engineering, LLP for a do not exceed amount of \$16,870.00.

Introduced: _____

Seconded: _____

Approved: _____

Kamal Johnson, Mayor



**CITY OF HUDSON
520 WARREN ST.
HUDSON, NEW YORK 12534**

FORM OF CONTRACT

**REQUEST FOR PROPOSALS: PROFESSIONAL ARCHITECTURAL / ENGINEERING SERVICES -
INTERSECTION IMPROVEMENTS.**

THIS AGREEMENT made this 13th day of July 2020 by and between the **CITY OF HUDSON, NEW YORK, 520 WARREN ST., HUDSON, NY 12534** (hereinafter called the "**OWNER**") and **CREIGHTON MANNING, 2 WINNERS CIRCLE, ALBANY, NY 12205** (hereinafter called the "**CONSULTANT**").

WITNESSETH: The **OWNER** and the **CONSULTANT**, in consideration of the premises and of the mutual covenants, considerations and agreements herein contained agree as follows:

1. **THE CONSULTANT AGREES**, pursuant to the provisions of this Contract, to provide professional architectural / engineering services to develop detailed construction documents, drawings and specifications for intersection improvements, including traffic signal and curb ramp improvements, at the intersection of Green Street and Fairview Avenue, also known as US Route 9 and NY Route 23B, for the City of Hudson as may be required, at the places and times and in the manner as directed by the **OWNER**, all of the services pursuant to the above referenced Request for Proposal and as further directed by City of Hudson authorized representatives. The **CONSULTANT** agrees to sell and the **OWNER** agrees to purchase the professional services, supplies and materials required, necessary or incidental to the performance of the professional services for the amounts indicated below:

2. **SCOPE OF WORK:**

A. Develop detailed construction bid documents, drawings and specifications in accordance with all applicable New York State, City of Hudson and Federal Codes, New York State Department of Transportation Standards and Specifications and all provisions of the Americans with Disabilities Act, for:

I. **PEDESTRIAN IMPROVEMENTS FOR INTERSECTION NAVIGATION**

Develop detailed construction bid documents, drawings and specifications for pedestrian intersection navigation improvements per the attached sketch entitled "US Route 9/NY Route 23B/Green St., Sketch Plan Improvements", one (1) page, to include:

- Traffic Island with landscaping
- Curb ramps with detectable warning (typical)
- Conduit run (typical), Pull boxes (typical)
- Pedestrian Pole with Pushbuttons (typical)
- High Visibility Crosswalks

2. SCOPE OF WORK: (continued)

II. COMPLETE REPLACEMENT OF EXISTING TRAFFIC SIGNAL SYSTEM

Develop detailed construction bid documents, drawings and specifications for complete replacement of the existing traffic signal system to include:

- Signal poles
- Foundations
- Traffic signal cabinet and controller
- Signal heads
- Signs
- Conduit
- Wiring and vehicle detection

B. Conduct Intersection Survey including overhead, underground utilities, highway boundary, trees, etc.

C. Provide coordination with any impacted utilities and for new Electric Service.

D. Develop traffic signal specifications and drawings showing all information necessary for complete construction of the new signals and demolition of the existing signal, including but not limited to: phasing, operation, wiring diagrams, detector tables, traffic signal details, traffic signal notes, list of items.

E. Develop Work Zone traffic control plans and/or notes.

F. Develop Construction specifications and drawings showing all information necessary for construction of island and curb ramps.

G. All designs shall comply with NYSDOT Standards and Specifications, MUTCD, and any City of Hudson standards and specifications.

H. All plans to be signed and sealed by a New York State Licensed Professional Engineer

3. CONSULTANT COMPENSATION:

The OWNER shall pay, and the CONSULTANT agrees to accept, as full compensation for all Services pursuant to this Contract, the not-to-exceed amount of Sixteen Thousand eight Hundred Seventy and 00/100 Dollars (\$16,870.00).

Payments for Services shall be requisitioned with accompanying supporting documentation and approved by the OWNER.

4. TERM OF CONTRACT

A. The City of Hudson will have the right to terminate the contract at any time, with or without cause, upon thirty (30) days written notice.

5. EXECUTORY TO THE EXTENT OF FUNDS AVAILABLE

The CONSULTANT agrees that the Contract shall be deemed executory to the extent of funds available and that no liability shall be incurred by the OWNER beyond the funds available therefor.

6. NON-ASSIGNMENT OF CONTRACT

This Contract may not be assigned by the CONSULTANT without prior consent, in writing, of the City of Hudson.

7. WITHHOLDING OF PAYMENTS

The OWNER may withhold from the CONSULTANT any part of any payment as may, in the judgment of the OWNER, be necessary:

- A. To assure payment of just claims of any persons supplying labor or materials for the Work;**
- B. To protect the OWNER from loss due to defective Work not remedied;**
- C. To protect the OWNER, Client, or other such entities as identified by the OWNER as Additional Insureds from loss due to failure to defend, loss due to injury to persons or damage to the Work or property of others caused by the act or neglect of the CONSULTANT or sub-consultant; or**
- D. To assure payment of fines and penalties which may be imposed on the CONSULTANT pursuant to the provisions of this Contract.**

8. PAYMENTS

Payment shall be made to the CONSULTANT upon satisfactory completion and acceptance by the OWNER of services required, by the CONSULTANT pursuant to this Contract, or all services performed prior to the termination of said Contract if so terminated and upon submission of a certification that all sub-consultants / subcontractors have been paid their full and agreed compensation.

Acceptance by the CONSULTANT of payment hereunder shall operate as, and shall be, a release to the OWNER from all claims and liability to the CONSULTANT and its successors, legal representatives, and assigns for anything done or furnished under or arising out of the provisions of this Contract. No payment, final or otherwise, shall release the CONSULTANT from any obligations under this Contract.

9. HOLD HARMLESS

The CONSULTANT hereby agrees to indemnify and hold harmless the OWNER, the Client, or the OWNER's members, officers, employees, or representatives, against all claims arising out of the negligent acts, alleged negligent acts, or failure to act, by the CONSULTANT and shall pay any judgment or expense, including interest, imposed against any of them for injury, wrongful death or property damage, and to defend and pay the costs and expenses thereof, any action, proceeding or lawsuit brought against the parties indemnified and held harmless herein.

Upon the conclusion of any such action, proceeding or lawsuit, should a final binding determination of responsibility be made which allocates responsibility to the OWNER, the Client, or the OWNER's members, officers, employees, or representatives, the OWNER agrees that the obligation to indemnify and hold harmless shall not be applicable to the portion of any money judgment for which the OWNER is responsible, and the OWNER agrees to pay the CONSULTANT the percentage of defense costs which the CONSULTANT incurred based upon an apportionment of the OWNER's allocated responsibility.

- 10. Inasmuch as the CONSULTANT can be compensated adequately by money damages for any breach of the Contract which may be committed by the OWNER, the CONSULTANT agrees that no default, act or omission of the OWNER shall constitute a material breach of the Contract entitling him to cancel or rescind the same or to suspend or abandon performance thereof; and he hereby waives any and all rights and remedies to which he might otherwise be or become entitled to because of any wrongful act or omission of the OWNER or its representatives, saving only his right to money damages.**

11. The Contract, and all of the provisions of the City of Hudson Request for Proposal dated March 16, 2020, RFP Addendum No. 1, dated April 7, 2020, RFP Addendum No. 2, dated April 9, 2020, Creighton Manning RFP response dated April 10, 2020, and Creighton Manning supplemental clarifying response, dated June 10, 2020, to comments presented by Commissioner of Public Works, are hereby incorporated by reference and constitute the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the parties hereto.
 - a. Any modification to the original contract signed between the consultant and the City of Hudson will require the mutual consent of the CONSULTANT and the City of Hudson.
 - b. Any contract or amendments thereto will be considered effective only after approval by the appropriate City of Hudson authorities.

12. The contract shall be construed and interpreted in accordance with the laws of New York State and New York State shall be the forum for disputes.

13. In the event any legal action is brought to enforce the terms and conditions of this contract and/or to recover for damages as a result of the breach of this contract, the successful party in any such legal action shall be entitled to recover its reasonable attorney's fees, court costs and disbursements from the party found by a Court of competent jurisdiction to be in breach of this contract.

14. The captions of Articles or sections of the Contract Documents are intended for convenience and for reference purposes only and in no way define, limit, or describe the scope or intent thereof or of the Contract or in any way affect the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

**CREIGHTON MANNING ENGINEERING, LLP
CONSULTANT**

**CITY OF HUDSON
OWNER**

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

¹ If a corporation, signer must be President, Vice-President or other authorized officer.
 If a Limited Liability Company (LLC), signer must be a member or manager.
 If a Limited Liability Partnership (LLP), signer must be a partner.
 If a Limited Partnership, signer must be an authorized partner.
 If a general partnership, signer must be a partner.
 If a sole proprietorship, signer must be the owner

ACKNOWLEDGEMENT OF CITY OF HUDSON EXECUTING CONTRACT

STATE OF NEW YORK
COUNTY OF COLUMBIA

ss:

On the _____ day of _____ in the year 20____, before me personally came **Kamal Johnson**, to me known, who, being by me duly sworn, did depose and say that he resides in Hudson, New York; that he is the **Mayor of the City of Hudson**, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the **Common Council** of said corporation.

Notary Public

ACKNOWLEDGEMENT OF CONSULTANT EXECUTING CONTRACT, IF A CORPORATION

STATE OF
COUNTY OF

) ss. :
)

On the _____ day of _____ in the year 20____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides at _____ (include street and street number, if any); that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGEMENT OF CONSULTANT EXECUTING CONTRACT, IF A PARTNERSHIP, LIMITED LIABILITY COMPANY OR INDIVIDUAL

STATE OF
COUNTY OF

) ss. :
)

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public