

## **Request for Proposals (RFP)**

Village of Irvington, New York  
Main Street Streetscape Design Project  
Project 2013-21

Issued: July 19, 2013

### **I. Introduction**

The Village of Irvington is seeking proposals from qualified individuals or firms interested in providing urban design and landscape architect services. The Main Street Streetscape Design project (hereinafter referred to as “Project”) aims to create a planning document that will guide both short and long-term infrastructure and streetscape investments in the area. Of immediate need is the repair, upgrading, removal or replacement of existing streetscape and functional amenities that are showing physical signs of deterioration. Longer-term the Village hopes that a unified planning document will ensure that future capital, streetscape and way-finding investments are consistent with the established vision for the Project location.

The final project deliverable is anticipated to be in the form of a single streetscape plan report assessing the effectiveness and physical condition of the existing streetscape, identifying new ideas and opportunities for enhancements, and prioritizing future investments based on input from Project stakeholders and the respondent’s professional knowledge and expertise. Included with the report will be recommendations for types and styles of streetscape amenities, materials, plantings, lighting, way-finding and supporting infrastructure.

### **II. Location Description**

The Project location is the Village’s Main Street and surrounding business and industrial areas.

### **III. Existing Related Documents**

There are several documents that constitute research into a Main Street Streetscape or provide context for this streetscape project. None of the plans or resolutions were ever adopted or implemented. All documents listed below are located on the Village web site at <http://www.irvingtonny.gov/DocumentCenter/Index/386> (except for documents where a link is provided below)

#### Plans Not Implemented

- Main Street Bench and Trash Can Locations - map (12/7/2007)
- Integrated Main Street Streetscape – draft (7/20/2009)
- Integrated Streetscape Resolution – draft, not adopted (8/11/2010)
- Integrated Streetscape for Irvington’s Main Street – draft (7/15/2010)

#### Other Documents and Resources

- Minutes, Irvington Business Improvement Committee (10/19/2011)
- Historic District Application (2013) – currently under review by New York State (<https://drive.google.com/folderview?id=0B5HZjH5r3MzhRUJ0bFhpZnh5aVE&usp=sharing>).
- Westchester County River Walk (<http://planning.westchestergov.com/initiatives/westchester-trails/riverwalk>)
- Scenic Hudson Park (aka Waterfront Park) furniture details (7/30/1999)

#### **IV. Project Goals and Specific Areas of Emphasis**

The Village strives to preserve its historic character and to provide a vibrant, welcoming public space that encourages community building and accommodates persons of all ages and demographics to the area throughout the year. The Village also strives to enhance our “Village Green” and small town atmosphere through the streetscape design. Our Main Street view of the Hudson River is a treasured feature, and the streetscape design would visually enhance, not clutter, this view. The Project location encompasses areas of the community that were developed at different times under largely informal streetscape plans. As such, the condition of the public spaces and associated streetscape infrastructure vary considerably. With some public spaces and streetscape amenities showing visible signs of deterioration, the Village recognizes the need to invest in the Project location. Prior to making such investment the Village strives through this Project to ensure that the plan is unified and properly reflects the evolving social, cultural and commercial needs of the community.

The overall goal of the project is to create a streetscape plan in a manner that helps achieve the vision of the Project stakeholders and provides the following:

- Attractive, welcoming and increasingly accessible public spaces that serve as public gathering spaces and complement the diversity of surrounding land uses
- Streetscape and public space design that fosters an active pedestrian environment and serves a diversity of uses, including retail, office, entertainment, dining, nightlife, and public parks (Scenic Hudson Park, Matthiessen Park, Memorial Park, Old Croton Aqueduct)
- Functional streetscapes that preserve and highlight the unique historic quality of the Village
- Streetscape designs and amenities, including simplicity of associated materials, that can easily be kept clean and like-new in appearance through routine maintenance practices
- Sustainable design methods and practices that reflect a commitment to principles of environmental stewardship
- A plan that can be implemented cost-effectively and in phases, if necessary.

In addition to a broad review of streetscape conditions and associated plans, the Village is interested in several areas of emphasis that will be addressed through the Project. Those areas include:

- Improved way-finding network that is complementary to similar signage throughout the community and neighboring communities.
- Improved community informational signage, including banners.
- Trees and tree wells, including stormwater management features.
- Improved lighting design / light poles.
- Sidewalk improvements, including improvements in both esthetics and stormwater management features.
- Enhancements to the visibility and effectiveness of public crossings, including effective and aesthetically harmonious traffic calming measures.
- Amenities such as benches, garbage and recycling receptacles.

## **V. Project Stakeholders**

The Village will function as the lead agency on the Project. The Village is generally responsible for installation, maintenance and general upkeep of the streetscape in the Project location. The ultimate decision rests with the Board of Trustees of the Village. However, the Village benefits from strong interest and active participation in the Project location from the Chamber of Commerce, the Beautification Committee, the Garden Club, the Tree Commission, the Historic District Committee, the Business Improvement Committee, the Irvington Landmarks Preservation, Inc. (private non-profit) and various Village departments.

## **VI. Scope of Services**

The Village is looking to engage a qualified individual or firm to provide the following services:

- Analysis of current streetscape environment to include:
  - Physical condition of public spaces and amenities
  - Strengths and weaknesses of current designs, styles, materials and maintenance requirements
  - The effectiveness of the current streetscape in meeting the changing social, cultural and commercial needs of the Project location, as well as the above-stated Project goals

- Engagement of Project stakeholders and the public to more fully understand the Project goals and vision for the area and to help prioritize future investments
  - Utilize tools such as electronic public polling, public engagement software / applications, and social media
- Recommendations in the form of a single, cohesive plan report to guide future streetscape improvements that may include some or all of the following elements:
  - Urban / public space design and related landscape architectural services
  - Streetscape amenity style and design
  - Lighting
  - Horticulture enhancements
  - Pedestrian and bicycle accommodations
  - Signage adjacent to a railroad station
  - Opportunities for enhanced public art space
  - Signage and way-finding, including informational and decorative banners.
- A prioritized list of improvements that contemplates phasing of such investments in the future
- Suggested enhancements to current or future maintenance practices including the use of irrigation lines or other systems to support planted areas
- A rough estimate of the cost of undergrounding utilities in the Main Street business district. The estimate should also identify other streetscape features that would be impacted by the undergrounding

The final project deliverable is anticipated to be in the form of a single streetscape plan report assessing the effectiveness and physical condition of the existing streetscape, and prioritizing future investments based on input from stakeholders and the firm's professional knowledge and expertise. Included with the report will be recommendations for types and styles of streetscape amenities, materials, plantings, way finding, lighting and supporting infrastructure. The final deliverable will guide both short and long-term investments in the Project location. This includes immediate streetscape amenity improvements and longer-term capital and streetscape investments. Such recommendations will be grouped in potential phases and will include specifications where appropriate.

The Village recognizes that there are different approaches that can lead to the desired outcomes that have been noted in this RFP. Respondents to the RFP are required to include a recommended Project approach based on their expertise and experience with similar projects. The Village reserves the right to modify the above-mentioned scope of services based on Project approaches that may be recommended by respondents.

## **VII. Anticipated Project Schedule**

Six (6) months from the date of the Notice to Proceed.

## **VIII. General Contract Terms**

The successful proposer will be required to agree to the following general contract terms:

*THIS AGREEMENT is entered into this \_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, located at \_\_\_\_\_ hereinafter referred to as "CONSULTANT" and the Village of Irvington, New York located at 85 Main Street, Irvington, New York 10533, hereinafter referred to as "OWNER".*

*WHEREAS, the Village of Irvington intends to enter into a contract with the CONSULTANT for the purpose of furnishing certain consulting services in connection with the OWNER'S project \_\_\_\_\_;*

*WHEREAS, the CONSULTANT has represented that he possesses sufficient professional skills and experience to perform said services in a complete, timely and professional manner;*

*NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:*

### **I. SCOPE OF WORK**

*The CONSULTANT shall perform in a proper manner, satisfactory to the OWNER, the scope of services identified in Exhibit "A" attached hereto and incorporated herein.*

### **II. TIME OF PERFORMANCE and TERM**

*The services to be performed hereunder shall commence upon receipt by the CONSULTANT of a written "Notice to Proceed" from the OWNER and completed within 6 months.*

### **III. COMPENSATION AND PAYMENT**

*For satisfactory performance of the services described above, the OWNER shall pay to the CONSULTANT the not-to-exceed sum of \$\_\_\_\_\_ plus reimbursable expenses at cost, but not to exceed \$\_\_\_\_\_. The CONSULTANT shall bill the OWNER monthly for actual work completed in accordance with the hourly rate schedule in Exhibit "B" up to the not-to-exceed sum. Each invoice must clearly describe the services rendered to date by CONSULTANT. Any reimbursable expenses must be itemized separately on each invoice. The OWNER shall release payment to the CONSULTANT within 60 days of receipt of an approved invoice.*

### **IV. COMPLIANCE WITH LAWS**

*The CONSULTANT shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments, in connection with the work performed hereunder.*

### **V. SUBCONTRACT AND ASSIGNMENT**

*This Agreement may not be assigned or subcontracted, without the prior written consent of the OWNER. Approval by the OWNER of any subcontractor shall not relieve the CONSULTANT of any liability or responsibility for the proper performance of the work under this Agreement.*

### **VI. INSPECTIONS**

*All work performed by the CONSULTANT shall be subject to the quality inspection and approval by the OWNER at all times, but such approval shall not relieve the CONSULTANT of responsibility for the proper performance of the work.*

**VII. EXTRA WORK**

*If the CONSULTANT is of the opinion that any work that the CONSULTANT has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the CONSULTANT shall promptly notify the OWNER, in writing, of this fact prior to beginning any of the work. In the event that the OWNER determines that such work does constitute extra work, the OWNER shall provide extra compensation to the CONSULTANT in a fair and equitable manner, either through a lump sum amount or on an hourly basis in accordance with the Salary Schedule attached in Exhibit "A".*

**VIII. TERMINATION FOR CONVENIENCE**

*The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, by written notice to the CONSULTANT. Upon receipt of this notice the CONSULTANT shall immediately discontinue performance, will not place any further orders and will promptly cancel all orders to subcontractors.*

*In the event of termination for convenience the OWNER shall pay the CONSULTANT for all work completed to date. However, in no event shall the OWNER be obligated to pay more than the Agreement value less any previously paid fees.*

**IX. DEFAULT**

*Should the CONSULTANT breach any provisions of this Agreement the OWNER shall have the rights and remedies provided by law or under these terms and conditions.*

*The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, if the CONSULTANT fails to perform any of its obligations or if the CONSULTANT fails to give the OWNER assurance of adequate performance within ten (10) working days after written request by the OWNER for assurances.*

*In the event of such breach of the Agreement by the CONSULTANT, the OWNER may:*

- a) declare the CONSULTANT to be in default,*
- b) cancel this AGREEMENT in whole or in part,*
- c) withhold payment of any further funds which may be due the CONSULTANT until the default is corrected, and/or*
- d) pursue any and all other remedies afforded by law.*

*If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by determining a percentage of work completed by the CONSULTANT and acceptable to the OWNER, of the total amount of work contemplated by this Agreement.*

**X. INDEMNIFICATION**

*The CONSULTANT shall be responsible for all damage to life and property due to negligent, reckless or malicious intentional activities of the CONSULTANT, his subcontractors, agents or employees in connection with his services under this Agreement. The CONSULTANT specifically agrees that his Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the OWNER, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless or malicious intentional performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work.*

**XI. INSURANCE REQUIREMENTS**

*The CONSULTANT shall, during the performance of the work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the OWNER:*

- 1.) *Employer's Liability \$1,000,000*
- 2.) *General Bodily Injury \$1,000,000 each occurrence*
- 3.) *General Property Damage \$1,000,000 each occurrence*
- 4.) *Automobile Bodily Injury \$1,000,000 per injury and \$1,000,000 each occurrence*
- 5.) *Automobile Property Damage \$1,000,000 each occurrence*
- 6.) *Professional Liability \$500,000*

*Prior to commencing performance, the CONSULTANT shall furnish the OWNER with a Certificate of Insurance as evidence of the required insurance and such Certificate of Insurance as evidence of the required insurance and such Certificate shall name the Village of Irvington as additional insured. The Certificate shall provide for thirty (30) days written notice to the OWNER prior to cancellation thereof. New, current certificates shall be provided at each policy renewal. The OWNER shall be listed as an additional insured on coverages furnished under 1-6 inclusive.*

**XII. INDEPENDENT CONSULTANT**

*The CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as the OWNER'S independent consultant, shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venturer with the OWNER. The OWNER shall be the general administrator and coordinator of the CONSULTANT'S services for the Project.*

**XIII. RECORDS**

*The CONSULTANT shall maintain all records (fiscal and other) on file in legible form. A copy of these shall be available to the OWNER by the CONSULTANT.*

*All drawings, specifications, reports, information or data prepared by or furnished to the CONSULTANT in connection with any or all work to be performed under this Agreement shall be the property of the OWNER and shall be immediately forwarded to the OWNER upon request.*

**XIV. PARTIAL INVALIDITY**

*If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.*

**XV. TRANSFERABILITY OF INTEREST**

*The CONSULTANT shall not assign, sublet, or otherwise transfer its interest in this Agreement without written consent of the OWNER. The CONSULTANT shall not subcontract any portion of this Agreement without the prior written consent of the OWNER.*

**XVI. GOVERNING LAWS**

*The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.*

**XVII. SUPPLEMENTS TO AGREEMENTS**

*The following exhibits supplements or addendums form an integral part of this Agreement.*

*Exhibit "A" - Scope of Services  
Exhibit "B" - Hourly Rate Schedule*

**XVIII. ENTIRE AGREEMENT - AMENDMENTS**

*This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing signed by the parties hereto.*

**IX. Required Submittals**

Proposers shall, at a minimum, include the following information organized and presented in the same sequence:

- A signed statement of interest on the proposer's letterhead
- Legal name and address of the proposing entity and, if different, the name of the legal entity with whom the Village would contract.
- Primary contact person and contact information
- Qualification of firm / project team  
Firm / project team overview

- o Organizational chart showing all members of the proposed team including their contact information
- o Profile of project team staff members including specific qualifications and experience of those members that will be conducting the work
- o Description of relevant project experience (to include both the firm and project team)
- o Minimum of four (4) professional references from projects similar in nature
- Ability to perform work
  - o Capacity of firm to work expeditiously in accordance with the anticipated project schedule and pursuant to the general contract terms identified herein
  - o Statement regarding the project team's availability via onsite meetings or other communication methods
- Statement regarding the existing plan documents and project goals / areas of emphasis (not to exceed 1,500 words)
- Statement detailing the respondent's recommended project approach
- Proposed schedule noting major milestones for the project, including but not limited to the stakeholder input process and final deliverables
- Fee structure and estimated cost of services (a 'not to exceed' style of contract is preferred but not required) including a proposed payment schedule with associated milestones
- Other pertinent information as determined by the respondent

Respondents shall submit eight (8) bound and one (1) electronic copy (CD or flash drive) of the entire submission. All submissions must be received no later than 3:00 p.m. on September 6, 2013. Responses shall be submitted in a single sealed envelope with clear markings in bold letters on the outside "Main Street Streetscape Project". Faxed and emailed proposals will not be accepted. Proposals shall be sent to the following address:

Village of Irvington  
 85 Main St.  
 Irvington, NY 10533  
 Attn: Lawrence S. Schopfer, Village Administrator

## **X. Selection Process**

A review committee of Project stakeholders will evaluate each proposal individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in the RFP, and to any subsequent requests for clarification or additional information made by the Village. Proposals must comply with and are subject to all provisions of applicable federal, state, and local laws. Proposals failing to comply with the submission requirements or those unresponsive to any part of this solicitation may be disqualified. The Village may, at its sole discretion, elect to waive requirements either for all proposals or for a specific proposal.

The criteria against which each proposal will be considered may include the following, as well as other factors considered by the Village as appropriate:

- Compliance with Submittal Requirements
- Compliance with all applicable federal, state and local laws, rules, regulations, and policies
- Qualification of firm and project team members including relevant past experience
- Ability to perform work
- Statement regarding existing plan documents and project goals / areas of emphasis
- Recommended project approach
- Fee structure and estimated cost of services including a proposed payment schedule with associated milestones

All of the above the factors, as well as others that may be deemed appropriate by the Project stakeholders, will be considered when evaluating proposals. While estimated costs are an important component to the selection, that factor will not be the sole determinant. All fee structures and payment schedules will be subject to further negotiation based on the needs of the Village and the successful respondent.