

**REDEVELOPMENT AUTHORITY  
OF THE  
CITY OF YORK**

**REQUEST FOR PROPOSALS**

GENERAL COUNSEL AND LEGAL SERVICES

FEBRUARY 2016

Contract Opportunity for General Counsel and Legal Services

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## **I. INTRODUCTION**

The Redevelopment Authority of the City of York (the "RDA"), invites competitive proposals from qualified, licensed and experienced attorneys to provide legal representation for the Authority. The RDA will be gathering information required to evaluate, and then will make a selection of one attorney or firm to represent the Authority to file, declarations of taking to condemn residential and commercial properties under the Pennsylvania Eminent Domain Code, and general legal services, and attend monthly RDA meetings. The RDA uses powers of eminent domain to file condemnation actions. All work contracted pursuant to this RFP will be directed by the RDA.

## **II. BACKGROUND**

The Redevelopment Authority acquires title to blighted properties in the City of York, either individually by gift or purchase, or pursuant to a plan approved by the Planning Commission and the City Council designed to rehabilitate an entire area. The purpose is to demolish or renovate properties in order to restore them so that (a) they comply with building codes and are no longer a blighting influence in their neighborhoods, (b) they again become economic assets which contribute to the City's tax base and (c) that they advance the City's plan for the appropriate development and use of the neighborhood involved.

## **III. SCOPE OF THE SERVICES**

The Authority seeks to retain a law firm to act as General Counsel and provide legal services. The primary service will be to review and advise the RDA on items related to real estate transactions, the use of eminent domain, and attending the regular monthly Board meetings which are held on the third Wednesday of every month at 4:00 p.m. Meetings typically range in length from one to one and one-half hours. A sample agenda with minutes is attached as Exhibit ONE.

Other services and qualifications are listed below:

1. Pennsylvania Urban Redevelopment Law.
2. Real estate services to include acquisition and disposition.
3. Redevelopment and Conservation Project expertise.
4. Construction and Rehabilitation contract law.
5. Federal and state procurement law.
6. Bond services.
7. Federal Housing, Department of Housing and Urban Development.
8. Pennsylvania Landlord Tenant Law and Practices.
9. Freedom of Information Act (FOIA) Requests.
10. Bankruptcies, Garnishments and Tax Collection
11. Homeowners and Community Association Law.
12. Nonprofit organization and establishment

Further, the RDA is also seeking an attorney/firm to assist in its work, or in the event of a conflict, to represent the RDA's interests with regard to eminent domain litigation. The contracting opportunity will entail providing legal representation in eminent domain litigation, including but not limited to legal representation before the Board of View and the Court of Common Pleas in valuation hearings, legal representation on challenges to declarations of taking, miscellaneous related matters arising in connection with the condemnation of property and the relocation of residential and business occupants, and other matters as may be required.

#### **IV. SCHEDULE**

The timeline for this Contract Opportunity is as follows:

<b>Activity</b>	<b>Date</b>	<b>Time</b>
Public RFP Circulated	Friday, February 19, 2016	-
Questions and/or Requests for Additional Information Due	Thursday March 10, 2016	4:00 PM
Proposals Due	Monday March 21, 2016	4:00 PM
Staff Evaluation/ Short Listing	Monday March 28, 2016	-
Preliminary Interviews	April 4-8, 2016	TBD
Full RDA Board Meeting Interview	Wednesday April 20, 2016	4:00 PM

These dates are estimates only and the RDA reserves the right, in its sole discretion, to alter this schedule as it deems necessary or appropriate.

#### **V. PROPOSAL REQUIREMENTS**

The proposal or proposals must be submitted in accordance with the specifications of this Request for Proposals and include all of the items listed below. No requirement and/or specification should be construed as an attempt on the part of the RDA to limit competition.

Sections to be included are:

1. Cover Letter – A letter of interest on your firm's letterhead. The letter should include a statement indicating if the firm is responding to the RFP as General Counsel, as Eminent Domain/Conflict Counsel, or as both; why the firm believes it to be the most qualified to perform the work; a statement of the firm's understanding of the required expertise and range of services to be performed as stated in the General Specifications; a statement that any and all addenda were received; a statement that the firm has not been debarred; and a statement that the proposal is a firm and irrevocable offer for 90 days. A Partner or Principal of your firm authorized to make such statement and offers must sign this letter.
2. Profile – A profile of the qualifications of the Lead Attorney that will be allocated to the RDA as the main point of contact and representative at RDA Board meetings. You may include other attorneys and paralegals but the evaluation will be based on the technical competence and experience of the primary points of contact.

- a. Names of individuals performing the work; briefly describe each individual's role, and include a resume for each individual.
3. Proposals must also include the statement that the respondent is able to comply with the insurance requirements as delineated in Attachment A and the completed forms identified in Section 6.
4. References/Past Projects – A list of at least three (3) clients for references in which you performed work similar in nature within the past five (5) years. Preference will be given to references that are Redevelopment and Housing Authorities but you may also include other political subdivisions (IDA's, EDA's, etc.). For each client, include the contact name, dates of service and either a phone number or email address.
5. Rate – Provide an hourly rate for services by the Lead Attorney, Associate, Paralegal, Clerical and any other additional costs that may apply. Specifically state any travel costs or extra fees that are not covered in the hourly rate. Also list any minimum amount of hours. NOTE: The proposed cost will be considered in addition to the above technical and experience factors in determining the most advantageous proposal.
  - a. Please provide the blended rate, and state what rates may be comprised of the blended rate.
  - b. Standard Compensation Rates - For some situations, work may be done on a flat fee basis, if the RDA determines that this would be more cost effective.
6. The proposal should be concise and to the point. Additional information thought to be relevant, but not applicable to the categories below, may be provided but only as an appendix or addendum to the requested items. Please do not submit unrelated promotional material or information that is of a repetitive nature.

## **VI. EVALUATION/SELECTION**

The RDA intends to award a contract to an attorney who demonstrates the highest level of experience, skill and competence required to perform the services called for in this RFP in the most efficient, cost-effective, and professional manner. The successful respondents will be willing to work pursuant to the RDA's contract terms and conditions which include – without limitation – non-discrimination requirements, indemnification of the RDA, insurance coverage in accordance with the requirements indicated in Attachment "A" and cost principles. The successful respondents will execute a contract with the RDA. The RDA reserves the right not to award contracts as a result of this RFP, or to award contracts for part of this scope. Proposals will be reviewed to determine the most responsive proposals in accordance with the evaluation/selection criteria listed below. Services will be requested from successful respondents when and as needed during the term of the contracts.

The RDA will be guided by the following criteria in making a selection for award, and will use its professional judgment in determining which respondents best serve the interests of the RDA:

1. Superior ability or capacity to meet particular requirements of this contract, opportunity and needs of RDA.
2. Superior prior experiences of various scales; demonstrated relative strength, reputation and successful experience providing services.
3. Eminent Domain litigation experience and knowledge of the Pennsylvania Eminent Domain Code.
4. Urban Redevelopment law practical experience and knowledge of the Commonwealth of Pennsylvania's Urban Redevelopment Statutes.
5. Eligibility under York City Code provisions relating to campaign contributions.
6. Compliance with RDA standards for contracting, such as indemnification and non-discrimination.
7. Competence and proven track record working with private sector, governments and development organizations.
8. Administrative and operational efficiency, requiring less RDA staff oversight and administration.
9. Demonstrated ability to meet timelines and milestones.
10. Any other factors the RDA considers relevant to the evaluation of the responses from applicants.

## **VII. DECLARATIONS AND OTHER INFORMATION**

MBE/WBE/DSBE Firms: The RDA strongly encourages and promotes the employment of qualified MBE/WBE/DSBE firms in all aspects of its procurement of goods and services. If applicant is a Certified MBE/WBE/DSBE, defined as Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), or Disabled Business Enterprises (DSBE); please submit information to confirm Certification as part of bid proposal.

Tax Clearance and Conflict of Interest Form:: Respondents, upon request of the RDA, must provide evidence satisfactory to the RDA that all municipal taxes, including business taxes, real estate, school, sewer and refuse charges, if applicable, are current for both the individual applicant and the applicant's firm and neither is currently indebted to the City; will at any time during the term of the agreement be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established.

Campaign Contribution Disclosure Forms: Respondents should complete the applicable disclosure forms and submit with your proposal.

Insurance Requirements: Please submit a certificate of insurance evidencing the required coverages as outlined in Attachment A with your proposal.

### Reservation of Rights

By submitting a proposal in response to this RFP, an Applicant affirmatively acknowledges: (i) its acceptance of the terms and conditions of this RFP; (ii) the RDA may exercise in its sole discretion the following rights; and (iii) the RDA may exercise the following rights at any time and without notice to any Applicant:

- To reject any and all proposals;
- To supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
- To cancel this RFP with or without issuing another RFP;
- To extend the time period for responding to this RFP;
- To solicit new proposals;
- To conduct personal interviews with any Applicant to assess compliance with the selection criteria;
- To request additional material, clarification, confirmation or modification of any information in any and all proposals;
- To negotiate any aspect of a proposal, including price;
- To terminate negotiations regarding any and all proposals at any time;
- To expressly waive any defect or technicality in any proposal;
- To rescind a selection prior to contract execution if the RDA determines that the proposal does not conform to the specifications of this RFP;
- To rescind a selection prior to contract execution if the RDA determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of a proposal was not in conformity with law or with the legal obligations of the RDA;
- In the event a contract is awarded, the Applicant shall procure and maintain during the life of the contract liability insurance in an amount to be determined prior to the award of any contract;
- In the event a contract is awarded, the Applicant agrees to perform their services as an independent contractor and not as an employee or agent of the RDA;
- In the event a contract is awarded, the Applicant agrees that no portion of performance of the contract shall be subcontracted without the prior written approval of the RDA; and
- Each Applicant agrees to indemnify, protect and hold harmless the RDA from any and all losses, injuries, expenses, demands and claims against the RDA, and/or the City of York sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Applicant's proposal; (ii) the delivery by the Applicant to the RDA of any other documents or information; and (iii) any other conduct undertaken by the Applicant in furtherance of or in relation to the Applicant's proposal. Each Applicant agrees that its duty to indemnify and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this RFP or subsequent contract.

## VIII. APPLICATION PROCESS

Applicants must submit **3 original copies of the proposal and one electronic copy on Compact Disk to the RDA no later than March 21, 2016 at 4:00 p.m.** absolutely no proposals will be accepted after that time. Files on the CD may only be in Microsoft Word or Adobe PDF.

Applicants do not need to submit separate proposals if they are bidding on both the General Counsel and Eminent Domain Counsel, but should indicate that they are bidding on both positions in their cover letter.

An applicant, whether an individual, partnership, LLC, non-profit, for profit or other business entity, may submit only one response to this RFP. Individuals that are related to each other or

business entities that are legally related to each other or to a common entity may not submit separate proposals. The RDA, in its sole and absolute discretion, retains the right to reject any proposal where: 1) applicants or principals of applicants are substantially similar or substantially related parties; or 2) the RDA has determined that the applicant has violated these conditions or the spirit of these conditions.

Applicants may hand deliver or send proposals via registered mail to:

Mr. Shilvosky Buffaloe  
The Redevelopment Authority of the City of York  
101 South George Street  
P.O. Box 509  
York, PA 17405-0509

Contact for Additional Information

All questions and requests for additional information should be directed in writing to Mr. Shilvosky Buffaloe, at [sbuffaloe@yorkcity.org](mailto:sbuffaloe@yorkcity.org). Questions will only be accepted until March 10, 2016.

The RDA reserves the right to reject any and all proposals submitted, to award portions of this contract in whole or in part, to not award contract, and to waive any informalities in the submission of proposals. The RDA does not discriminate against faith-based organizations or any person on the basis of race, color, genetic information, sex, religion, national origin, age, familial status, or handicap. If you have any questions or concerns regarding this policy, please contact RDA staff at (717)-849-2264.

# EXHIBITS & ATTACHMENTS

**Redevelopment Authority Board Meeting Agenda**  
**101 S. George St. City Council Chambers**  
**Wednesday, November 19, 2014 at 4:00 p.m.**

**I. Call to Order/Welcome**

**II. Public Comment**

**III. Approval of Meeting Minutes**

- October 15, 2014 Meeting Minutes

**IV. Financial Report**

- RDA General Fund Balance                      \$ 201,033.56
- Pullman Building Rental Rev.                      \$ 56,028.13
- Pullman Tenant Escrow                      \$ 2,501.46
  
- CDBG Balances (Bureau of Housing Services):
  - Demolition:    \$ 84,719.59
  - Acquisition:    \$ 45,000.00
  - Stabilization:    \$ 7,500.00
  - \$ 137,219.59**

**V. New Business / Action Items**

- a. Brick Box Enterprises. Motion: *Approve an option agreement with Derek Dilks & Don Deitchman d/b/a Brickbox Enterprises for three months to purchase and renovate 1 N George Street (PIN 02-021-01-0001-00.00000 and 02-021-01-0002-00.00000), 238-242 N George Street (PIN 03-042-0100-14-00.00000), and 450 Madison Avenue (PIN 11-338-0300-04-00.00000) for \$10,340.03.*
  
- b. 337 Smyser Street. Motion: *Rescind the Declaration of Taking of 337 Smyser Street (PIN No. 05-084-02-0018.00.00000) and enter into a tri-party Redevelopment Agreement with Mr. Dommonick Chatman d/b/a D Wood Realty and Unique Realty Group for consideration of \$2,000.00 to cover the RDA's associated legal expenses. The property is to be renovated into a single family residence.*
  
- c. 109 W Gay Avenue. Motion: *Modify Resolution No. 4960 for the Keystone Color Works (PIN. 03-046-01-0009.00-00000) with Mr. Seth Predix and Jordan Ilyes from a Sales Agreement to a Redevelopment Agreement with terms and stipulations dictated by the RDA Board to include full submittal of Plans, Specifications, & Estimates (PS&E), proof*

EXHIBIT  
ONE

**Redevelopment Authority Board Meeting Agenda**  
**101 S. George St. City Council Chambers**  
**Wednesday, November 19, 2014 at 4:00 p.m.**

*of financing to complete the proposed project, and a duration schedule of project milestones to accomplish before approving a final sales agreement.*

- d. Royal Square NPP Project Phase I. Motion: *Authorize the sale of 46 S Duke Street (PIN 01-001-01-0030-00.00000), 105-107 S Duke Street (PIN 06-103-01-0029-00.00000), 123-125 S Duke Street (PIN 06-103-01-0035-00.00000), and 127-129 S Duke Street (PIN 06-103-01-0035-A0.00000) to Joshua Hankey d/b/a Royal Square Development for the consideration of*
- e. 422 Lincoln Street. Motion: *Approve a redevelopment agreement with Mr. Kenneth Bethea and Mrs. Tammy Bethea to purchase and renovate 422 Lincoln Street (PIN 11-322-03-0009-00.00000) upon completion of condemnation action. They have agreed to compensate the Authority all related just compensation, associated legal fees and corresponding soft cost to acquire the property.*
- f. 701 W Princess Street. Motion: *Approve a redevelopment agreement with Baldwin Almonte d/b/a Diamante Construction and Micelania Acevedo to purchase and renovate 701 W Princess Street (PIN 09-213-0100-31-00.00000) upon completion of condemnation action for the undetermined consideration amount to cover the costs of just compensation, associated legal fees and corresponding soft cost to acquire the property.*
- g. 727 Kelly Drive. Motion: *Authorize staff to accept the donation of 727 Kelly Drive. (PIN 14-574-05-0004-00.00000) from Wells Fargo Bank*
- h. Declaration of Taking - Blight Task Force Property Condemnation.  
*Motion: Authorize the declaration of taking for the following properties, having been properly designated blighted by the Blight Task Force, York City Planning Commission and Vacant Property Review Committee:*
  - i. 342 South George Street
  - ii. 343 East Locust Street
  - iii. 354 East Locust Street
  - iv. 429 East Princess Street
  - v. 443 East Walnut Street
  - vi. 444 East Wallace Street
  - vii. 512 North Pershing Avenue
  - viii. 514 North Pershing Avenue
  - ix. 516 North Pershing Avenue
  - x. 756 West Philadelphia Street
  - xi. 1023 South Queen Street
  - xii. 38 East South Street

**Redevelopment Authority Board Meeting Agenda**  
**101 S. George St. City Council Chambers**  
**Wednesday, November 19, 2014 at 4:00 p.m.**

- xiii. 127 North Broad Street
- xiv. 50 South Pine Street
- xv. 358 West Philadelphia Street
- xvi. 526 South Duke Street

- i. 630 South Pine Street. *Staff has been given two proposals seeking to acquire this property. We have been in dialogue with both parties regarding their submittals. Both have requested to be added to the agenda for consideration.*

**VI. Staff Reports**

- a. New Business
  - a. CSX Letter of Intent
- b. Old Business
  - a. NWT
  - b. Citizens Bank
    - i. Maintenance & Heating Cost
  - c. Gus' Bar Update
  - d. Derek Dilks
  - e. RDA Budget

**VII. Chairman's Report**

**VIII. Adjournment**

**\*\*Next Meeting December 17, 2014 at 4:00 p.m. in City Council Chambers. \*\***

**The Redevelopment Authority of the City of York**  
**Meeting Minutes**  
**Wednesday, October 15, 2014 at 4:00 p.m.**

A duly advertised meeting of the Redevelopment Authority of the City of York was held on October 15, 2014 at 101 S. George Street, City Council Chambers, York, PA 17401

**I. Call to Order / Welcome**

The meeting was called to order at 4:02 p.m. by David Cross. Present were Michael Black, David Cross, Andrew Paxton, Melissa Stiles, and Aaron Anderson. Also present was John Baranski, sitting in solicitor and staff members Leonardo McClarty, Nicole Davis and Shilvosky Buffalo.

**II. Public Comment**

None.

**III. Approval of meeting Minutes**

Aaron Anderson moved to approve the minutes of September 17, 2014 as distributed. Melissa Stiles seconded. The motion passed unanimously.

Resolution No. 4967

**IV. Financial Report**

The Authority General Fund Balance stands at \$190,259.31. The Pullman Building rental revenue balance is \$81,369.29. The Pullman tenant escrow balance is \$2,501.25.

The CDBG balances (Bureau of Housing Services) are as follows:

Demolition:	\$ 98,519.59
Acquisition:	\$ 45,000.00
Stabilization:	<u>\$ 49,428.93</u>
	<b>\$192,948.52</b>

**V. New Business/Action Items**

- f. 44-50 W. Market St. Motion: Joshua Hankey appeared and presented a request for a six month option to purchase the Woolworth's building located at 44-50 West Market Street. Mr. Hankey reviewed conceptual drawings and presented his application for acquisition, operating pro

forma (condensed and updated) and sources and uses schedule. A general concept presented by Mr. Hankey was based on the Frank Diffenoffer concept previously submitted which shows 3 rental units on the front of the first floor of approximately 1,000 to 1,500 square feet each, with 4 market rate apartments on the second floor. The rear of the first floor and basement will have parking of approximately 26 spaces. There will be an elevator to the second floor. Following discussions with Mr. Cross, Hankey agreed to offer \$1,000.00 as an option payment which amount will be applied to the purchase price if the option is exercised. If the option is not exercised, Hankey understands that the \$1,000.00 would be forfeited to the RDA. Hankey clarified that his request was on behalf of the Susquehanna Renovations, whom Hankey has ownership interest in and is authorized to speak for. Hankey advised that he had successful projects in the Royal Square neighborhood; on Beaver Street; Philadelphia Street and the Bond building. Following discussions with Mr. Paxton, Hankey acknowledged that the granting of the option does not grant access or possessory rights to the Woolworth's building. In order for Hankey to acquire said rights he would have to enter into a License Agreement with the RDA. However, Hankey will have limited access to perform due diligence. All parties present acknowledged that the option would start on October 15, 2014 and run for a period of 6 months. David Cross made a motion to grant Susquehanna Renovations a 6 month option, in exchange for a \$1,000.00 option payment for the Woolworth's building located at 44-50 West Market Street. Andrew Paxton seconded. The motion passed unanimously.

Resolution No. 4968

- a. Tax Claim Bureau of York County Repository Sale. Staff presented a request to the Board for authorization to purchase properties from the Tax Claim Bureau's Repository List. Presently there are 11 properties that staff is interested in acquiring as set forth on a Exhibit presented by Ms. Davis. The money will come from the General Fund. A motion was made by Aaron Anderson to spend up to \$600.00 per property for the 11 properties on the list. Melissa Stiles seconded. The motion passed unanimously.

Resolution No. 4969

- b. 120 N. Richland Ave.: Staff presented a request for the Board to authorize possession of 120 N. Richland Ave. (the Manna Pro Feed Mill) as a first step necessary to apply for funds from DCED (Industrial City Reuse Program). Presently the York County Agricultural Society owns the property. There is a cell tower on the property. Staff explained that the

plan is to demolish the structure and remediate the site while retaining the cell tower at its present location. No revenues would be generated from the cell tower. The site is actively being used for warehousing purposes. It is unknown whether there would be any leases for the RDA to assume and concerns were raised over the relationship of the current occupants to the owner and whether there are leases. Discussions were held on the necessity of a reverter clause wherein the property can be given back to the York County Agricultural Society if funds are not obtained to pay for the demolition and remediation. Staff will actively pursue grants to accomplish demolition and remediation so as not to use RDA General Funds. Directions were given to the staff to complete additional due diligence regarding the "tenants." Michael Black moved to authorize the staff to take possession of 120 N. Richland Ave. with the condition that the staff confirm that there would be no obligations vis a vis the current occupants. Aaron Anderson seconded the motion. The motion passed unanimously.

Resolution No. 4970

- c. 520 S. Pershing Ave.: The staff presented a request for authorization to accept the donation of 520 S. Pershing Ave. from Wells Fargo Bank. Following discussions, Michael Black made a motion to authorize the staff to accept the donation. Aaron Anderson seconded. The motion passed unanimously.

Resolution No. 4971

- e. 515 Linden Ave.: Staff presented the request on behalf of Christopher Bowen and Virgil Brown, the installment purchasers of property at 515 Linden Ave., for a 12 month extension to allow Bowen and Brown to continue with renovations. The deadline under the current installment agreement which Bowen and Brown have to pay the RDA in full is November 4, 2014. At that time an amount of approximately \$60,000.00 would be due from Bowen and Brown. Nicole Davis outlined the progress made by Bowen and Brown to date and discussions were held regarding the difficulties they are experiencing with the amount of HVAC and other renovations required. Presently Bowen and Brown are 1 month delinquent on their installment payments. Discussions were held regarding the necessity for an extension payment from Bowen and Brown and it was decided to require a \$6,000.00 extension payment to be payable at the time the installment agreement comes due in exchange for granting the 12 month extension. The \$6,000.00 extension payment would be reduced by \$500.00 per month for every month that the RDA is paid in full sooner than the expiration of the 12 month extension. Andrew Paxton moved to

approve the extension with the above condition. Melissa Stiles seconded. The motion passed unanimously.

Resolution No. 4972

**VI. Staff Reports**

a. New Business

- a. Budget Revisions – Shilvosky Buffaloe and Leonardo McClarty presented the budget revisions. Shilvosky advised that the RDA's budgets will be incorporated into the City's budget system. Discussions were held regarding concerns over the Northwest Triangle and the RACP reimbursement. Further discussions were held regarding the Metro Bank line of credit and the DCED Grant of \$250,000.00.
- b. Keystone Color Works – An update was presented by staff and Mr. McClarty regarding a meeting held last week with Seth Predix on the existing parking layout concerns. The Board was advised that this issue should be wrapped up by years end.
- c. The new City Planner was introduced by Mr. McClarty.

b. Old Business

- a. Citizens Bank – Shilvosky advised that the DCED granted permission to the RDA to submit an application for funding. Extensive discussions were held regarding the decision to refrain from heating the structure during the winter. Several Board Members brought up concerns regarding winterizing the building and the potential for damage if any water remains in any of the systems over the winter with no heat. Nicole Davis advised that the insurance company was consulted on that issue and noted that the budget reflects only mothballing the building, not heating it over the winter. Davis was directed to confirm the situation regarding all water being shut off to the building and drained in order to prevent damage if the building remains unheated. This issue will be discussed at the November meeting.
- b. GUS' Bar – The Board was advised by staff that there is positive progress and approximately 3 weeks worth of framing has been completed. The property should be dried-in by mid-November. The contractor submitted a number of changes for approval. David Cross emphatically rejected those changes and the remaining Board Members concurred.
- c. Pullman Cleaning and Maintenance - The staff requested an executive session to discuss negotiations on contracts related to the Pullman Building.

A motion was made by Andrew Paxton and seconded by Michael Black to adjourn into executive session to discuss the Pullman Building.

**VIII. Adjournment**

The meeting adjourned at 5:32 p.m.

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## REDEVELOPMENT AUTHORITY

### OF THE CITY OF YORK

#### INSURANCE REQUIREMENTS

The individual or entity seeking to enter into a contract with the Redevelopment Authority of the City of York or who is entering into a contract with such individual or entity (the “**Contracting Party**”) will procure and maintain during the entire period of the contract, the insurance described below. All coverages must be provided by an insurance company authorized to do business in the Commonwealth of Pennsylvania and having an A.M. Best rating of at least A-Class VIII. All insurance, except Professional Liability, must be written on an “Occurrence Basis” and not a “Claims-Made Basis.” Coverage is to include ongoing operations and completed operations.

The insurance policies must provide for at least 30 days prior written notice to be given to the Redevelopment Authority of the City of York (the “**RDA**”) in the event that coverage is materially changed, cancelled or non-renewed. In the event of material change, cancellation or non-renewal of coverage(s), the Contracting Party must replace the coverage(s) to comply with the contract requirements to prevent a lapse of coverage for any time period.

The Contracting Party will provide the RDA with an endorsement stating the following:

1) Contracting Party’s insurance coverage is on a primary and non-contributory basis; 2) the policies include a waiver of subrogation; 3) Redevelopment Authority of The City of York, the City of York (the “**City**”) and their respective officers, directors, employees and agents are named as additional insured on the Commercial General Liability and Automobile Liability policies, even for claims regarding their partial negligence and 4) no act or omission of the RDA, the City, or their respective officers, directors, employees or agents will invalidate coverage.

If the contract pertains to a specific property, the property address must be identified on the Certificate of Insurance.

Certificates of Insurance must be addressed to: Redevelopment Authority of the City of York, 101 South George Street, P.O. Box 509, York PA 17405-0509.

The RDA reserves the right to request and obtain complete copies of the Contracting Party’s insurance policies.

I. Insurance coverage required by all Contracting Parties is as follows:

- a. **Commercial General Liability**: The policy will include a “Cross Liability” endorsement, name the RDA, the City, their officers, directors, employees and agents as **Additional Insured** and include coverage for bodily injury and property damage arising out of:

Products/Completed Operations  
Premises - Operations  
Independent Contractors

Employees and Volunteers as Additional Insured  
Elevators and/or Escalators (if applicable)  
Blanket Contractual Liability (written and oral and must include liability for employee injury assumed under a contract as provided in the standard ISO policy form)  
Broad Form Property Damage (including completed operations)  
Explosion, Collapse and Underground Coverages  
Personal Injury and Advertising Injury

The following minimum limits will be provided:

\$1,000,000	Each Occurrence (combined single limit for bodily injury (including death) and property damage)
\$1,000,000	Personal and Advertising Injury
\$2,000,000	General Aggregate (other than Products/Completed Operations)
\$1,000,000	Products/Completed Operations Aggregate

b. **Workers' Compensation and Employer's Liability Insurance:**

- c. The Contracting Party will obtain a workers' compensation policy which provides benefits in accordance with the statutory requirements of the Commonwealth of Pennsylvania and all other states in which the contractor performs work on behalf of the RDA. This policy will also include coverage for United States Longshoremen and Harbor Workers (if applicable) and employer's liability. The following minimum employer's liability limits will be provided:

\$100,000 Each Accident	Bodily Injury by Accident
\$100,000 Each Employee	Bodily Injury by Disease
\$500,000 Policy Limit	Bodily Injury by Disease

This requirement will be waived if the Contracting Party has no employees so long as the Contracting Party provides the RDA with a letter stating that the company has no employees. The letter must be on company letterhead and executed by an individual authorized to sign on behalf of the company.

- d. **Automobile Liability Insurance:** The policy will name the RDA, the City, their officers, directors, employees and agents as **Additional Insured** and cover liability arising out of the use of all owned, non-owned and hired automobiles (or "Any Auto") with the following minimum coverages:

\$1,000,000	Per Accident (combined single limit for bodily injury (including death) and property damage)
-------------	--

Contractual Liability Coverage (including liability for employee injury assumed under a contract as provided in the standard ISO policy form)

Coverage for all owned automobiles will be waived if the Contracting Party does not own any automobiles so long as the Contracting Party provides the RDA with a letter stating that the company does not own any automobiles. The letter must

be on company letterhead and executed by an individual authorized to sign on behalf of the company. When the Contracting Party does not own any automobiles, coverage for non-owned and hired automobiles must be endorsed to the commercial general liability policy or provided under a separate non-owned and hired automobile liability policy.

II. Additional Insurance that may be required of a Contracting Party (this will depend on the type of contract to be executed):

- a. **Property Insurance or Builder's Risk:** Where the Contracting Party is obtaining a loan or acquiring property from the RDA, the Contracting Party must obtain property or builder's risk insurance. The policy must be on an ISO Broad Form, include coverage for "resulting damage" and name the RDA as mortgagee and loss payee. The limit provided must cover the property value or loan amount (as applicable) and all approved mortgages at a minimum. If construction is involved, coverage must extend to materials that will become part of the project (on-site and off-site) and in transit. There must not be an exclusion or restriction for residential development or construction (if applicable).

**The Contracting Party will also maintain flood insurance if the property is located in a flood zone.**

- b. **Professional Liability:** Where services provided involve inspection, design, consulting and/or other professional services, the Contracting Party is required to obtain Professional Liability Insurance with a minimum policy limit of \$1,000,000 per claim and aggregate with a deductible not to exceed \$50,000. The coverage provided will cover all actual or alleged acts, errors and omissions arising out of the professional services rendered as well as liability assumed under the contract. The Contracting Party will also obtain tail coverage, an extended reporting period or maintain coverage for occurrences happening during the performance of the contract for at least 2 years after completion of the contract.
- c. **Pollution Liability:** Where services provided involve the removal of asbestos or lead or cleanup of any environmental contaminant or pollutant, the Contracting Party must provide coverage with a minimum limit of \$1,000,000 each claim and annual aggregate. A "Claims-Made" form may be acceptable if coverage cannot be obtained on an "Occurrence" form. The Contracting Party must submit a letter explaining why coverage on an occurrence basis cannot be obtained. If coverage is provided on a "Claims-Made" basis, the Contracting Party must maintain coverage for occurrences happening during the performance of the contract for at least 2 years after completion of the contract. The policy must not exclude asbestos, lead, silica or any other environmental contaminant or pollutant which will be included in the removal or cleanup.

III. The RDA may require additional types of insurance or higher limits if, in its sole discretion, the potential risk warrants it.

## **REDEVELOPMENT AUTHORITY OF THE CITY OF YORK**

### **NON-DISCRIMINATION CLAUSE**

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

Contractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

2. Contractor shall, in advertisement or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every source of recruitment regularly used by Contractor.
4. It shall be no defense to finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor had delegated some of its employment practice to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations of the Pennsylvania Human Relations Commissions, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

## **Small Diverse Business Participation**

The Redevelopment Authority of the City of York encourages participation by small diverse businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use small diverse businesses as subcontractors and suppliers.

A Small Diverse Business is a certified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.

A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Questions regarding this initiative can be directed to:

Shilvosky Buffaloe  
City of York Administrative Offices  
101 South George Street  
York, PA 17404  
Phone: (717) 849-2264  
Fax: (717) 852-0557  
Email: [sbuffaloe@yorkcity.org](mailto:sbuffaloe@yorkcity.org)

## **PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES** **ACT**

During the term of this contract, the Consultant agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Consultant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination”, 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Redevelopment Authority of the City of York through contracts with outside contractors.

2. The Consultant shall be responsible for and agrees to indemnify and hold harmless the Redevelopment Authority from all losses, damages, expenses claims, demands, suits and actions brought by any party against the Redevelopment Authority of the City of York as a result of the Consultants’ failure to comply with the provisions of paragraph 1, above.

## Signature Sheet

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP RDA -02192016.

My signature warrants that I have not employed or retained any firm or person other than a bona fide employee working solely for the firm to solicit or secure this contract and have not paid or agreed to pay any firm or person other than a bona fide employee working solely for the firm any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Redevelopment Authority shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Redevelopment Authority of the City of York, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationship with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Redevelopment Authority of the City of York, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Redevelopment Authority of the City of York.

I hereby certify that I am authorized to sign as a Representative of the Firm:

Complete Legal Name of Firm:

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Order of Address:

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Remit to Address:

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Fed ID No.:

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PA License Number:

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Name (type/print):

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Title:

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Signature:

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Telephone:

( ) \_\_\_\_\_ Fax No.:( ) \_\_\_\_\_

Email:

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Date:

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