

I. **PURPOSE**

The Town Board of the Town of Yorktown is seeking to obtain professional consulting services from qualified firms to support the Town Board and Planning Board on development applications, development proposals, long and short term planning projects and other related efforts as it pertains to the issue of historic properties, structures, and landscapes. The purpose of the consultancy is to provide an appropriate level of knowledge to form the basis upon which the Town Board and Planning Board can make informed, supportable determinations that comport with the goals and policies set forth in the Town's Comprehensive Plan and other planning and policy documents as it relates to individual historic resources that are affected by development applications and proposals, and other planning efforts undertaken within the Town of Yorktown.

II. **GOALS**

The goal of the project is to guide the development of the town in such a manner that the historic and cultural fabric of the town is not lost and that the future built environment reflects, preserves, and/or maintains the historic quality of the town while providing a path for sensible and coherent growth and development. The consultants analysis of the historic resources present or affected by pending development will assist in creating an effective decision that will appropriately account for historic quality and value of those resources, and that will result in the most appropriate development scheme that reflects the purpose of the Town's historic goals and policies set forth in the Comprehensive plan and other documents.

III. **BACKGROUND**

A. **The Town of Yorktown**

The Town of Yorktown encompasses approximately 40 square miles in northwestern Westchester County and has approximately 37,000 residents. The Town is rectangular in shape, is about ten miles north to south and is four miles east to west. It is bordered by the Town of Cortlandt to the west, the Town of New Castle to the south, the Town of Somers to the east, and the Towns of Putnam Valley and Carmel in Putnam County to the north. Yorktown is connected to metropolitan centers of population and employment by the regional highway corridors of the Taconic State Parkway, Route 6, Route 202/35 and Route 100. The southern portion of Town is physically split by the New Croton Reservoir creating a divide across the breadth of town along the east-west direction.

The lands comprising Yorktown were part of the Cortlandt Manor established ca.1683. Yorktown was settled through the 18th century and, being strategically located at the front lines of the American forces, played an important role in the New York campaign of the Revolutionary War. After the war, Yorktown continued as an agricultural community until the latter part of the 19th century and the early part of the 20th century, when, with the introduction of the N.Y. Central Railroad and the advent of the automobile, it began its metamorphosis to a modern, suburban residential commuter community that is evident today.

B. The Business Hamlets

The villages that supported the agricultural community eventually gave way to today's business hamlets of Yorktown Heights, Jefferson Valley, Shrub Oak, Mohegan Lake, and Crompond. These five hamlets either survived the changes that the 20th century brought with it or were created as part of them. Since the early 1950's, modern suburban subdivisions have grown around these Hamlets creating a sprawling suburban environment in the northern part of Town, while the western and southern portions retained a more rural character. This is in large part due to the Croton Reservoir and the Taconic State Parkway.

C. Neighborhoods

The Town's 1983 Development Plan and the current Comprehensive Plan, adopted in 2010, identifies 17 neighborhoods within Yorktown. These neighborhoods are defined by their development characteristics and physical boundaries and can be classified into three major categories: (1) the historic Hamlets, (2) the new (post 1950) suburban neighborhoods and, (3) the rural communities.

IV. TRENDS

The current trend in Yorktown is typical of many communities, in that, officials and citizens alike recognize the importance of retaining important links to history and the need to guide future development in such a way that sustains the viability of historic resources as vital parts of the local cultural fabric. The Town enacted historic preservation legislation in 1976, and has designated 14 local landmarks, the last one, the Yorktown Heights School (exterior), in 2018. Four local landmarks are also listed on the State Register, and three of them, the Yorktown Heights Station house, the Amawalk Friends Meetinghouse, and the Old Croton Dam, are also listed on the National Register.

The Town has a Landmarks Commission, now known as the Heritage Preservation Commission, that is very active and engaged in the community planning process, and the town is a Certified Local Government in New York State. In 2010, the Town adopted its Comprehensive Plan that devoted an entire chapter to historic resources, which set forth goals and policies related to those historic resources. The Town also conducted a Historic Resource Reconnaissance Survey in 2006, which identified approximately 500 properties of varying historic quality and condition.

V. SCOPE OF SERVICES

On-Call historic services will be administered by the Planning Department. The consultant must gain thorough knowledge of the history of the Town, and develop an understanding of the historic context in which it was shaped. The consultant must become familiar with the Town Comprehensive Plan, the 2006 Historic Reconnaissance Survey, and the general procedural practices of the Town's development process. The consultant will provide analysis and data on an as-needed, project and property specific basis to assist the Town and Planning Boards in making effective determinations that manage the current & future development pressures in such a way to retain, maintain, and preserve the Town's historic resources to the greatest extent practicable. The general tasks include but are not necessarily limited to the following:

A. General Tasks

- Research individual properties and/or structures to determine its history, period, style, cultural importance, inter alia, as required
- Conduct site assessments and building evaluations when necessary.
- Identify the patterns of growth of the surrounding neighborhood and the contextual relationship with the subject property.
- Evaluate potential of retention, reuse, adaptive reuse, relocation, renovation, restoration, inter alia, of the subject property and its structures.
- Develop guidelines for design, renovation, alteration and/or expansion of the subject property and structures.
- Evaluate proposed development for consistency with the Comprehensive Plan and other planing and policy documents of the Town.

B. Procedures

- Communicate with the Planning Department staff to establish the scope, goals, and expectations for each individual project.

- Submit a cost proposal for the subject project.
- Once authorized, conduct necessary research and field work to satisfy the scope of the project.
- Develop & draft written report establishing the consultants findings and conclusions.
- Attend Board meeting(s) as required to present and/or discuss findings and conclusions.

C. Elements and Content

The following elements shall be analyzed and/or included in the survey by the consultant, however, this list does not represent an exhaustive inventory of concerns to be included in the survey.

- All research, field work, planning, evaluation, and deliverables shall be in accordance with the Secretary of the Interior's Standards for Preservation Planning , Identification, Evaluation, and Registration and Standards for Archeology and Historic Preservation.
- Each report shall identify and describe cultural & historic themes and contexts significant to Yorktown's history and development.
- Each report must document the types of resources present in the project area, specific properties, sites, districts, scenic resources, and their locations, condition, and cultural importance.
- Detail on each property shall be provided sufficient for each Board to determine and prioritize any requirements or conditions that must be met by a project sponsor as it relates to historic resources.
- Maps, photographs, and any other graphic information should be utilized wherever possible.

D. Meetings/Presentations

The consultant will meet with all agencies, departments, boards and officers as

required to effect a complete and thorough product. Both daytime and nighttime meetings will be necessary.

E. Products

The consultant shall produce text, graphics, maps, and visual aids as required to effectively illustrate information in the survey. All mapping shall also be provided in digital GIS formats as well as traditional paper maps.

VI. Submission Requirements

A. Proposals

It is requested that Proposal packages include the following:

1. Curriculum Vitae
Provide a complete description of the firm, its principals and staff, and a listing of the firm's recent projects both completed and in progress, including the firm's experience, if any, in similar projects.
2. Qualifications
Demonstrate that the firm possesses the appropriate resources and experience necessary to perform the requirements of the project, adequate skills & facilities, and a satisfactory record of experience related to similar projects. Describe the firm's methodologies in the preservation field.
3. Scope of Services
The Scope of Services should be in the Consultant's own words and should include, but not be limited to, a discussion of the items listed in Section V, Scope of Services, above.
4. Time of Performance
Indicate when the firm will be available to begin work. Provide an estimated schedule indicating the approximate time needed to complete each of the general tasks listed within the Scope of Services.

5. Fee Schedule

- Indicate required fees, individually by task, to complete all work in each task, listed in the Scope of Services.
- Provide a cost breakdown for each of the tasks listed in the Scope of Services.
- Indicate hourly fees for additional work not listed in the Scope of Services.

6. Project Employees

- Provide a brief description of the professional experience of those employees who will be directly working on the project and what their role will be.
- Provide the name and telephone number of the project contact person.

7. References

- Provide a list of references and projects

B. Interviews

Preselected candidates may be required to be personally interviewed by Town officials or staff.

VI. LIMITATIONS

The Town Board reserves the right to accept or not accept any or all proposals received in response to this RFP, or to cancel in whole or in part this RFP, if determined by the Town of Yorktown Town Board to be in the Town's best interest. Further, the Board reserves the right to award any portion of the work described herein, to any one or multiple consultants as it deems appropriate. The issuance of this RFP does not bind the Town of Yorktown to award any contract, or to pay any costs incurred by prospective consultants in the preparation of proposals responding to this RFP.

VII. GENERAL INSTRUCTIONS:

- A. Each Proposal must provide complete information and documentation as described in this RFP. The Town will not accept any Proposal sent by

telefacsimile transmission or email. Ten (10) copies of the Proposal, with a signed and notarized Non-Collusive Bidding Certificate, must be submitted in a sealed envelope labeled "HISTORIC PLANNING SERVICES RFP" by 11:00 AM on Friday, December 16, 2022 to the following address:

Town of Yorktown
Attn: Diana Quast, Town Clerk
363 Underhill Avenue
Yorktown, New York 10598

- B. At the discretion of the Town Board, any Proposal received after the deadline date and time stated above will not be considered and will be returned to Respondent unopened. The Town may waive any minor irregularities in any Proposal when such waiver would be in the best interests of the Town. No Proposal may be withdrawn within ninety (90) days of the submission date.
- C. Respondent assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, Respondent assumes all responsibility for having the Proposal delivered on time and to the place specified above.
- D. All Proposals will be presented to the Town Board. The Town Board may conduct interviews of Proposers. The Town Board will select the Proposal that is deemed to be in the best interests and the best value of the Town and will award the contract accordingly.
- E. The Town reserves the right to waive any technical non-conformance with the requirements of this RFP.
- F. The Town will not reimburse any expenses in connection with preparation of Proposals including attendance at interviews.
- G. The Town reserves the right to reject any and all Proposals, to request additional information or clarification from any and all Proposers.
- H. Questions or comments should be directed in writing to Town Clerk Diana Quast.
- I. The Town is tax exempt and the Town will provide upon request the appropriate tax exempt certificate.

- J. The Contracting Vendor will be required to implement any and all federal, state, county and local laws, statutes, rules, regulations or ordinances as they apply to the scope of work as set forth in the RFP and the ensuing contract if awarded. If there is a change or amendment to any applicable federal, state, county or local laws, statutes, rules, regulations or ordinances after the contract is awarded, the Contracting Vendor will not be entitled to any additional compensation.
- K. Any submitted Proposal is not a competitive bid pursuant to New York State General Municipal Law Section 103, et seq. Submission of a Proposal shall not create a contractual obligation with the Town for the scope of services described in this RFP. This RFP does not commit the Town to issue a contract to any Proposer.
- L. No interpretation of the RFP will be made to any person orally by any representative of the Town. Any request for information or interpretation and/or clarification (“RFI”) of the RFP must be addressed in writing to Town Clerk Diana L. Quast at least seven (7) days before the submission date.
- M. Any written response to an RFI shall be issued by the Town Clerk and will be incorporated into and made part of the RFP and will be made available in the same manner and method as the RFP. The Town’s decision shall be final and binding. The failure of Respondent to receive such Addenda will not relieve Respondent of any obligation to submit a Proposal that is compliant with the RFP. Where practicable, any written response to an RFI will be posted on the Town’s Webpage to allow all interested vendors equal access to such information.
- N. Respondent’s failure to request an RFI or to point out any inconsistency therein will preclude such Respondent from thereafter claiming any ambiguity, inconsistency, or error which should have been discovered by a reasonably prudent vendor from asserting any claim for damages arising directly or indirectly therefrom.
- O. Respondent, by signing the Proposal and the Non-Collusive Bidding Certificate, does hereby warrant and represent that the contract has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York, the County of Westchester, and the Town of Yorktown. Further, such laws have not been violated and shall not be violated as they relate to the procurement or the performance of the contract

by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Town employee, officer or official.

- P. The New York State Freedom of Information Law mandates public access to government records. However, any Proposal submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to Respondent's competitive position or constitute a trade secret. Respondent who has a good faith belief that information submitted in the Proposal is protected from disclosure under the New York Freedom of Information Law shall clearly identify the pages of the Proposal containing such information by typing in bold face on the top of each page "Respondent believes that this information is protected from disclosure under the New York State Freedom of Information Law". The Town assumes no liability for disclosure of information so identified, provided that the Town has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the Proposal which is accepted by the Town, except portions "Protected from Disclosure," may become part of any agreement resulting from this RFP.
- Q. The Town reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals, to undertake discussions and modifications with one or more of the Respondents and to proceed with a Proposal or modified Proposal, if any, which in its judgement will under all circumstances serve the public interest.

VIII. REQUIRED CONTENTS OF PROPOSALS

- A. Each Proposal must be submitted on company letterhead or standard proposal form and must be signed by a principal member in order to be accepted. The signatory's position (e.g. President, Managing Member) must be clearly stated.
- B. All Proposals, with the executed and notarized non-collusive bidding certificate, must be signed by a duly authorized representative of Proposer.
- C. Respondent must demonstrate sufficient financial resources and professional experience necessary to carry out its Proposal.

- D. The Town will use the following criteria, in no order of importance, as a guideline to review each Proposal, if appropriate, to select a Contracting Vendor:
- Contents of each Proposal as described above;
 - Respondent's demonstrated experience to carry out its Proposal;
 - Respondent's financial strength;
 - A satisfactory record of performance and business integrity, including compliance with prevailing wage laws;
 - Potential financial benefit to the Town based on a cost/benefit analysis of the Proposal; and
 - The level of detail and credibility of the Proposal, including evaluation of the key personnel who will be carrying out the scope of work.
- E. The Proposal's level of detail will be critical for the Town to determine not only the seriousness of Respondent, but also whether the Proposal is viable. Respondent should identify a principal member who will be responsible to ensure that Respondent fully complies with the terms and conditions of the contract.
- F. The Town will consider the qualifications of Respondent and may conduct such investigation as it deems necessary to assist in the evaluation of any Proposal. The Town reserves the right to reject any Proposal if the investigation demonstrates, to the Town's sole discretion that Respondent is not properly qualified to carry out the obligations of the RFP.
- G. Respondent may be required, at the sole discretion of the Town Board, to make an oral presentation to the Town Board to clarify or elaborate on its Proposal.
- H. No Proposal will be accepted if Respondent is in arrears upon any debt or in default of any obligation owed to the Town or has failed to satisfactorily perform any prior agreement with the Town.
- I. The Contracting Vendor shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without prior written approval of the Town. If such approvals are granted by the Town, they shall in no way relieve the Contracting Vendor or from any obligations under the terms of the contract.
- J. The Contracting Vendor shall provide at its own cost and expense the insurance as set forth in the attached Request for Proposals from insurance

companies licensed in the State of New York, carrying a Best's financial rating of "A" or better, which insurance shall be evidenced by certificates and/or policies as determined by the Town. Each certificate or policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Town Clerk by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the Contracting Vendor and identify the contract number or description. All policies and certificates of insurance shall be approved by the Town prior to the inception of any work.

If any of the insurance requirements are not complied with at their renewal dates, payments to Contracting Vendor will be withheld until those requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such payments from any monies due the Contracting Vendor.

- K. If at any time any of the foregoing policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, Contracting Vendor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof as herein above provided. Upon failure of the Contracting Vendor to furnish, deliver and maintain such insurance as above provided, the contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of Contracting Vendor to secure and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve Contracting Vendor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of Contracting Vendor concerning indemnification.

In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due Contracting Vendor until such time as Contracting Vendor shall furnish such additional security covering such claims as may be determined by the Town.