

REQUEST FOR PROPOSALS FOR:

Pont de Rennes Bridge Rehabilitation

BIN 2211290

City Project No. 18228

Issued: November 18, 2019



City of Rochester

**Department of Environmental Services
Bureau of Architecture and Engineering**

**Holly E. Barrett, P.E.
City Engineer**

**Structures Division
City Hall, 30 Church Street
Rochester, New York 14614**

TABLE OF CONTENTS

- 1.0 General Information
 - Project Title and Information
 - Project Objectives
 - Project Budget
 - Project Timetable
 - Submission Delivery Information
 - Communications
 - General Information
- 2.0 Project Overview
 - Location Map
 - General Description
 - Description of Improvements
 - Public Space Improvements and Future Vision of Area
- 3.0 Draft Scope of Services
 - General
 - Basic Services
- 4.0 Proposal Requirements
 - Proposal Evaluation Criteria
 - Consultant Selection
 - Basic Services Fee / Hours
 - Direct Reimbursable Expenses
 - Eligibility Qualifications and Requirements
- 5.0 City Provisions
 - Living Wage Requirements
 - Local Preference
 - Affirmative Action
 - Minority Workforce Goals
 - Affirmative Action Reporting
 - Other Criteria

Attachments

Appendix A: Draft Professional Services Agreement

Exhibit A: MWBE Participation Plan Forms

1.0 GENERAL INFORMATION

Project Title and Information

Title: Pont de Rennes Bridge Rehabilitation
Project No.: 18228
BIN: 2211290
Owner: City of Rochester, N.Y. (42)
County: Monroe
Region: 4

Project Objectives:

The City of Rochester, through its Bureau of Architecture and Engineering is requesting proposals from firms with expertise in the evaluation, inspection and rehabilitation of existing steel truss bridges, and design of interactive and engaging public spaces to provide engineering, planning, and landscape architectural services for this project.

The Pont de Rennes Bridge Rehabilitation project objective is to evaluate the existing condition of the bridge elements and identify repairs. The repairs should serve to extend the service life and preserve the integrity of the historic infrastructure. The project also includes creation a more dynamic public space along the bridge and its approaches with creative lighting, public art, plantings, and trail connections to enhance the visitor experience.

To aid in the development of a proposal, the following materials are attached to this solicitation: IPP Document, Scope of Services, Schedule, and Location Map. This project is being progressed as a moderate Bridge Rehabilitation Report (BRR) type project.

Project Budget:

The current project budget is \$8,925,000 inclusive of inspection, design, utility charges, testing, incidentals, construction, and contingencies. The design and construction of this project is being funded with a ROC The Riverway grant administered through NYSDOT.

For an electronic version of this request for proposal, please go to the following web site:
<http://www.cityofrochester.gov/bidandrfp/>

Project Timetable:

The proposed timetable is aggressive. The consultant shall coordinate their existing workload to ensure they can meet the project deliverables.

Draft Consultant procurement timetable

- | | |
|--|------------------|
| • RFP Issue date | Nov. 18, 2019 |
| • Deadline for questions | Dec. 6, 2019 |
| • Response to questions submitted | Dec. 13, 2019 |
| • Proposals due | Dec. 20, 2019 |
| • Internal consultant selection process | Dec.– Jan. 2020 |
| • Consultant Selection & Award Notification | Jan. 2020 |
| • City Council Approval to enter Professional Services Agreement (PSA) with Consultant | Feb. 2020 |
| • Agreement Routing and Notice to Proceed | Feb. – Mar. 2020 |

Draft Design and construction timetable:

- | | |
|------------------------|------------|
| • Design Approval | Sep. 2020 |
| • ADP Submittal | Apr. 2021 |
| • PS&E Submittal | Sep. 2021 |
| • Authorization to Bid | Late 2021 |
| • Bidding/Award | Late 2021 |
| • Construction | 2022– 2023 |

*All dates shown may be subject to change within the City of Rochester’s sole discretion and upon written notification as set forth herein.

A pre-proposal meeting for interested consultants will be held at **10:30 am on Tuesday December 3, 2019**. Please meet at Rochester City Hall Conference Room 008A located at 30 Church Street, Rochester NY. Pending weather conditions and access to area under bridge (RG&E approval required), a site visit may follow the meeting.

A Professional Services Agreement resulting from this RFP shall commence on the agreement start date for a term that shall extend until three (3) months after the completion of a two (2) year guarantee inspection of the project.

Submission Delivery Information:

One (1) electronic proposal and six (6) proposal hard-copies are to be submitted no later than **Friday December 20, 2019 at 4:00 p.m.** to:

Tomas Andino, P.E.
Senior Structural Engineer/Bridges
City of Rochester
Department of Environmental Services
Bureau of Architecture and Engineering,
City Hall, 30 Church Street
Rochester, New York 14614

Communications:

All communications by parties who have indicated an intent to submit or have submitted a proposal in response to this RFP (“Respondents”), including any questions or requests for clarifications, submission of the proposal, requests for status updates about the proposal selection process and any other inquiries whatsoever concerning this RFP shall be sent, in writing, to the following City staff person(s):

Tomas Andino, P.E.
Tomas.Andino@cityofrochester.gov
585-428-6535

No contact is permitted with any other City staff member with regard to this RFP during the RFP process unless specifically authorized in writing. Prohibited contact may be grounds for disqualification.

To ensure that all Respondents have a clear understanding of the scope and requirements of this RFP, the City will respond to all timely questions submitted via e-mail to the City Contact by the question deadline stated above. Questions and the responding answers will be sent via e-mail to all Respondents who have provided an e-mail address to the city contact and will be posted on the City’s web page for this RFP. The City’s failure to timely respond or provide responses to any questions shall not delay or invalidate the City’s right to make a decision to award an agreement pursuant to this RFP.

The City will make every reasonable effort to keep Respondents informed about the RFP process. Notifications about timeline date changes, amendments to the RFP and other information about the RFP will be sent by e-mail to Respondents who have provided an e-mail address to the city contact and will be posted on the City’s website for this RFP. The City’s failure to provide such information shall not delay or invalidate the City’s right to make a decision to award an agreement pursuant to this RFP.

General Information:

- 1) The City reserves the right to amend or withdraw this RFP in the City's sole discretion, including any timeframes herein, upon notification of all Respondents as set forth above, and in such case, the City shall have no liability for any costs incurred by any Respondent.
- 2) The City may request additional information from any Respondent to assist the City in making its evaluation.
- 3) The proposal and all materials submitted with the proposal shall become property of the City and will be subject to NYS Freedom of Information Law. If any proprietary information is submitted with the proposal, it must be clearly identified and a request to keep such information confidential must be submitted.
- 4) The selection of a Consultant is within the City's sole discretion and no reasons for rejection or acceptance of a proposal are required to be given. Although costs are an important consideration, the decision will be based on qualifications and compliance with the requirements of this RFP and not solely on cost. The City reserves the right to reject any or all proposals or to accept a proposal that does not conform to the terms set forth herein. The City further reserves the right to waive or modify minor irregularities in the proposals and negotiate with Consultants to serve the City's best interest.
- 5) Questions must be submitted in writing (preferably e-mail) to the project contacts. All questions and City responses will be shared with all who have indicated intent to submit a proposal and have provided an e-mail address.

2.0 PROJECT OVERVIEW

Location Map – Pont de Rennes Bridge Rehabilitation



General Description

The ROC the Riverway initiative is a bold and progressive plan to revitalize the severely underutilized Genesee Riverfront in the core of Rochester, New York. It represents years of planning and community engagement around a myriad of potential riverfront projects, culminating in a captivating and cohesive vision for revitalizing the city's most significant natural asset. The Pont de Rennes Bridge Rehabilitation project is one of the projects selected for funding in Phase I of the ROC The Riverway Initiative.

This project includes significant structural repairs to protect the historic asset of the Pont de Rennes Bridge and ensure its safety and viability for generations to come. In addition to the structural repairs, the City will create a more dynamic public space on the bridge and its approaches with creative lighting, public art, plantings, and trail connections to enhance the visitor experience.

A. History of Pont de Rennes Bridge

The Pont de Rennes Bridge was built in 1891 by the Rochester Bridge and Iron Works Company. It was constructed of oak timber decking situated on two wrought iron deck trusses. The bridge is 857 feet long and sits 114 feet above the Genesee River immediately next to Rochester's High Falls. The bridge is a major tourist attraction and serves as host to numerous individual events as well as linking the various neighborhoods together. The bridge plays a vital role in defining the heritage district and stands proud in numerous images of our iconic High Falls.

In the early 1960's, the Platt Street Bridge (original name) was restricted to an 8 ton load limit base on its age, material composition and severity of distress. In 1972 the weight limit was further reduced to 5 tons. A feasibility study completed in 1977 by Hardesty & Hanover was undertaken to evaluate the various options and develop a master plan for the district as a whole. The bridge was converted to a pedestrian bridge in 1981 and included in the Browns Race Preservation District. The bridge was renamed in 1982 as the "Pont de Rennes" in honor of Rochester's first Sister City Rennes, France and the City's commitment to the Sister Cities Program.

Foundation, piers and geotechnical repairs were undertaken in 1993 to shore up the foundation aspect of the bridge and concerns with scour within the Genesee River.

Beginning in the early 1990's, the City activated High Falls with a series of laser shows, fireworks and various events. These shows held during the summer months became very popular. Visitors to the High Falls Historic District view the shows/events from the bridge, typically congregating along the southern bridge railing to gain the best view of the falls. Peak crowds of up to 6,000 people were estimated to have occupied the bridge during these events. In 1999, in response to these large crowds, the City undertook a large inspection and evaluation of the bridge based on dynamic movement during these peak times.

The results of the 1999 investigation showed that the bridge can safely handle a live load of 85 pounds per SF and that no out of plane distortion was occurring. Minor repairs to selected structural members were undertaken at localized areas; however these were related to section loss and advanced deterioration due to age.

In 2012, the City commissioned a 100% hands-on inspection of the bridge as part of its bridge reliability program. The results of that inspection were startling as the bridge, now 125 years old, has experienced significant section loss to its primary members over the last 20 years and the rate of deterioration is accelerating as paint systems have failed allowing water intrusion into previously acceptable situations. The 2012 inspection report documents over 500 individual steel repairs that need to be accomplished. These repairs are associated with eyebars, sway bars, lace bars, trusses, lateral bracing elements, gusset plates, and paint systems. An electronic version of the 2012 Inspection will be provided with the RFP package.

The City has been pro-active in both prioritizing the repairs and taking action on the most urgent needs. In recent years (2014-2016), extensive efforts have been made to maintain public safety, assure reliability and provide function. Over \$600,000 have been spent in recent years to correct the most critical deficiencies through the city of Rochester's Bridge Maintenance Program.

B. Environmental and Historic Aspects

This project is classified as a Type II action in the accordance with 6 NYCRR Part 617, State Environmental Quality Review (SEQR). In accordance with 6 NYCRR Part 617.5(c)(2), this project is identified as one that will not have a significant effect on the environment.

The Pont de Rennes Bridge is listed on the national and state historic register. Repairs and modifications at the site must be historically sensitive. All projects require review and coordination with the New York State Historic Preservation Office (SHPO).

C. Policy and Procedures

1. The design of this project shall be progressed in accordance with the current version of the "Locally Administered Federal Aid Procedures Manual," The design shall be consistent with the NYSDOT Highway Design Manual Chapter 18 Pedestrian Facility Design, A Policy on Geometric Design of Highways and Streets (AASHTO) and ADA Accessibility Guidelines for Buildings and Facilities.

The design of this project shall be also be performed in accordance with the requirements specified in the following documents and amendments thereto issued by the NYSDOT, the City of Rochester, and other cited organizations:

City of Rochester Standard Construction Contract documents, Nov. 1, 1991
City of Rochester Instructions to Design Professionals Regarding Preparation of Construction Contract Documents, March 1992, as amended;
City of Rochester Rules and Regulations for Work in the Right-of-Way;
City of Rochester Areaway Policy

2. The Consultant shall provide the City with Reports, Plans Estimates and other data specifically described under Parts 1-5 below. The CITY will prepare and publish all required legal notices.
3. The Consultant shall furnish all materials necessary to provide the City with reports, Plans, Estimates, and other data specifically described under Parts II, III IV and V below.
4. Work on this project shall be divided into five parts:

Part I	Scoping	NOT IN CONTRACT
Part II	Survey and Mapping.....	IN THIS CONTRACT
Part III	Preliminary Design.....	IN THIS CONTRACT
Part IV	Detailed Design (Design Phases V & VI).....	IN THIS CONTRACT
Part V	Bidding and Construction Phase Services	IN THIS CONTRACT

Description of Improvements

The project consists of improvements as generally identified below

A. Inspection and Structural Repairs

It is proposed that the Pont de Rennes Bridge over the Genesee River receive an in-depth inspection. Based on the results of the inspection, structural repairs will be identified to ensure the safety and viability of the bridge. The improvements shall include but not limited to:

- Structural steel replacement/repair of deteriorated primary steel truss members
- Structural steel replacement/repair of deteriorated secondary steel truss members
- Structural steel replacement/repair of deteriorated steel tower members
- Structural steel replacement/repair of deteriorated stringers and floor beams
- Structural steel painting
- Replacement of bearings

The foundations and piers shall also be included in the in-depth inspection to ensure significant scour has not occurred.

B. Additional Bridge Improvements

In addition to the structural repairs, enhancements will be performed on the bridge to create a more dynamic public space. The goal of the enhancements is to draw more visitors and create unique event spaces. Enhancements shall include but are not limited to:

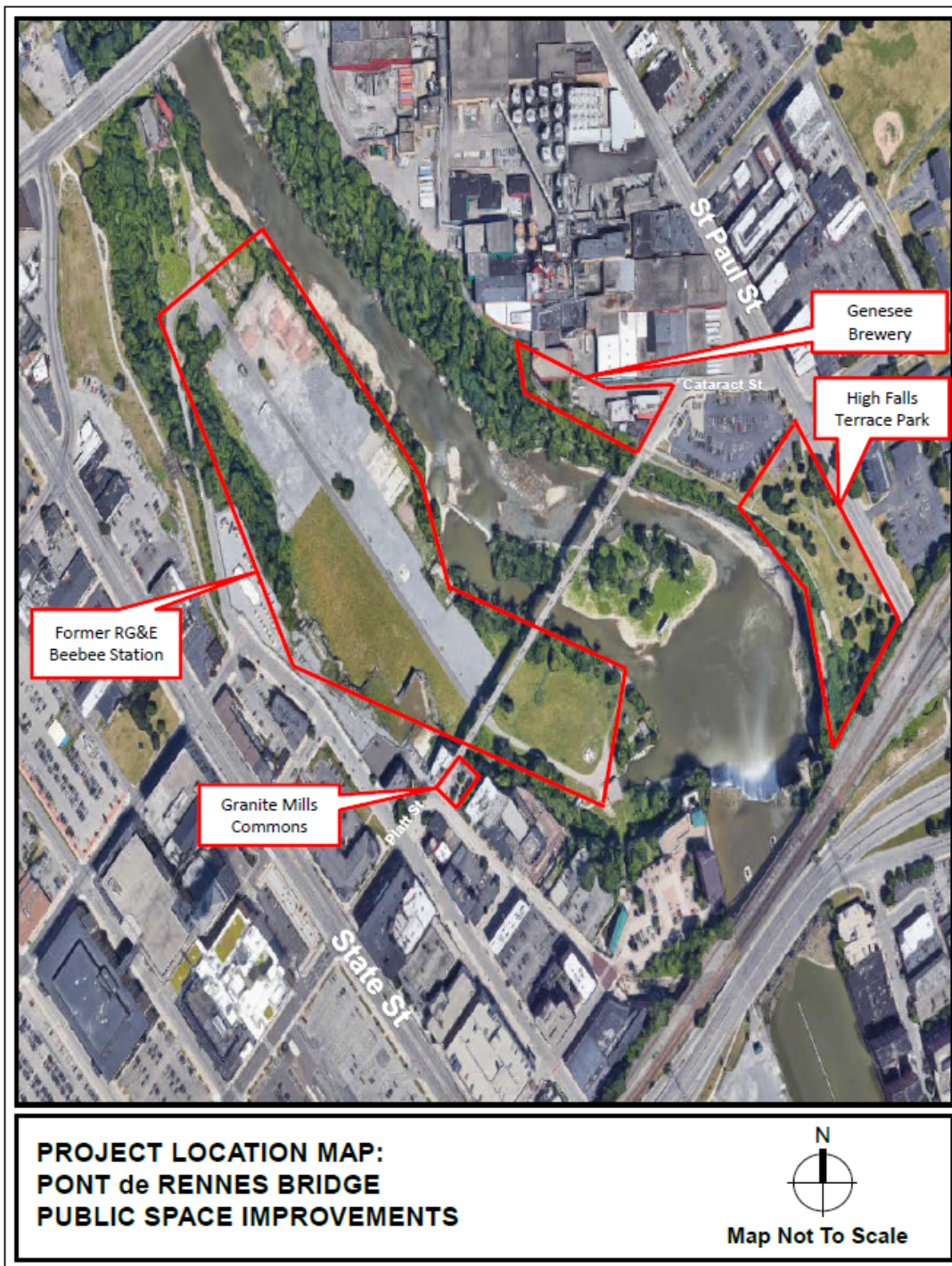
The additional bridge improvements shall embody an innovative and creative solution that architecturally intertwines functionality with artistic design and the rich historic character of the area.

- Showcasing public art
- Installation of creative lighting elements for safety and aesthetics
- Installation of plantings
- Installation of upgraded site features such as benches and trash receptacles
- Updating existing trails

Other improvements identified in the scope, and modifications to those listed above, may be added to this agreement with the concurrence of the City.

Public Space Improvements and Future Vision of Area

There are several projects that are currently on-going and many other projects proposed for the area. This revitalized area has seen exponential growth and success in attracting mixed use and compact business and residential development. The following map details a few of the proposed projects.



Genesee Brewery

Genesee Brewery is currently undergoing a \$49.1 Million expansion and renovation. A proposed project included in the renovation is the Genesee Brewery Trail North. The trail would utilize a recently acquired railroad corridor located directly adjacent to the Genesee Brewery and shares common space. Re-adaptive use of this section of the railroad spur will open up scenic views unsurpassed in downtown Rochester. Elevated platforms will transform the

existing view shed from the expanded Brew Pub enhancing the experience of both the patrons of the brew pub and public.



Concept of the proposed expansion of the Genesee Brew House and Genesee Brewery Trail North.

High Falls Terrace Park and Brewery Line Trail South

High Falls Terrace Park is located along the eastern rim of the Genesee River gorge immediately north of the CSX rail line. The park is believed to be one of the City's oldest public parks. The park features walking paths that lead from St. Paul Street to the Genesee Brew House and Pont de Rennes pedestrian bridge, as well as a viewing platform of the falls.

An existing trail is located in High Falls Terrace Park along the gorge. The trail is narrow and fenced off which limits access. A wider trail, known as Brewery Line Trail South will be relocated along the recently acquired railroad right-of-way that traverses the park, eliminating the need for the fence. This trail will connect directly to the easterly approach to Pont de Rennes.

Granite Mills Commons

Granite Mills Commons is a small park located at the western end of Pont de Rennes Bridge. The existing hardscape surface consists of brick pavers. The pavers are in disrepair with many uneven blocks preventing the public from using the space during events that take place in the summer. Redeveloping the area with a permanent performance area featuring better plantings, seating and amplification for future events is desired.



Concept of the proposed Pont de Rennes Bridge and Granite Mills Park

Eco-District

Greentopia has created an overall vision to revitalize the High Falls area into an eco-district. The vision emphasizes economic, social and environmental equity. The area will focus on green innovation, sustainability, tourism and recreation. Part of the vision involves the creation of a $\frac{3}{4}$ mile loop aerial public park. The system would directly connect the High Falls area to the downtown's Center City along the river's edge for the very first time.

Former RG&E's Beebee Station

RG&E's Beebee station is a former power plant covering a several acre site along the floor of the High Falls gorge. The recently demolished site is currently undergoing substantial environmental remediation.

3.0 DRAFT SCOPE OF SERVICES

General

- A. The Consultant shall provide all basic services required for the Project including surveys, preliminary design and report, final design and reports, contract documents, assistance during bidding and construction phase.
- B. The Consultant shall provide "additional services" if required at the request of the City, including resident project representation services.
- C. The Consultant is to have on its staff and is to retain during the performance of its services all appropriate professional personnel necessary to completely and accurately perform the work and services required. Where the design of structural, mechanical, electrical, civil or other engineering features of the work is included in the Project, such must be performed by an engineer registered to practice in the State of New York.
- D. Implementation Plan. The Consultant shall develop and submit to the City a detailed plan and schedule for the orderly and timely completion of requirements of this Agreement. The Consultant shall utilize appropriate graphics and illustrate the plan, e.g. bar charts, etc. All pertinent dates of meetings and submittals shall be identified subsequent to execution of this agreement.
- E. The Consultant shall maintain an up-to-date orderly assembled file of design notes providing a history of the design of the Project. Design notes shall include correspondence, calculations, documentation, references and other material necessary to establish the basis for design. The Consultant shall furnish a copy of such notes to the City as requested.
- F. The Consultant shall prepare and furnish to the City within one week minutes of all meetings held and monthly written progress reports in a format mutually agreed upon.

Basic Services

- A. **PART I Scoping – Not in Contract**
- B. **PART II Survey and Mapping (Design Phases I-IV)**
 - 1. **Design Survey & Supplemental Survey**

- a. The Consultant shall perform the field survey necessary to obtain the survey data required by the Highway Design Manual.
- b. The Consultant shall provide the additional survey necessary and keep the mapping current for the duration of this Agreement.

2. Design Mapping

The Consultant shall provide mapping conforming to the Highway Design Manual.

3. Miscellaneous Survey and Mapping

The Consultant shall provide the additional survey and mapping necessary to keep the mapping current for the duration of the agreement.

The Consultant shall perform supplemental survey required for design purposes.

C. PART III Preliminary Design (Design Phases I-IV)

1. Project Information

- a. The City will provide the Consultant with a copy of the Approved Initial Project Proposal (IPP) and other project documents (if available) to provide information on:

- 1) Project type and Location
- 2) Initial Project Cost Estimate and schedule
- 3) Project Fund Source
- 4) Specific DOT Regional Program Goal addressed by Project
- 5) Project Objectives
- 6) Traffic Data
- 7) Available Accident Records
- 8) Previous Studies and Reports
- 9) Transportation Needs and Capacity
- 10) Safety
- 11) Structural and Pavement Deficiencies
- 12) Permit and approvals
- 13) NYSDOT/CITY Contact Person

The Consultant shall visit the project site for the purpose of becoming familiar with the actual field conditions

b. Existing Data, Surveys, and Reports

The Consultant shall assemble and evaluate existing planimetric, topographic, and utility maps and surveys, reports, and studies as available from the City, County of Monroe, NYSDOT or private utility corporations.

c. The Consultant shall use all available existing data regarding subsurface conditions for the evaluation and the design of the project.

2. Project Familiarization

The Consultant shall become familiar with the project related information prior to initiating design studies. The order of listing for Parts I through V does not necessarily signify that the work contained in some, if not all five parts, must be started immediately in order to progress the project in a timely and orderly fashion. As a minimum, work shall be started immediately on the following items;

- a. Environmental Assessments
- b. Utility Identification and Coordination
- c. NYSDEC and USCOE Permitting Requirements
- d. Street Lighting Coordination
- e. Staged Construction Coordination and impact mitigation
- f. Traffic mitigation (Detour vs Staged Construction)
- g. Business and Public Outreach

3. Design Studies

It is assumed that the Consultant will progress one primary alternative with various sub-options in addition to the null alternative.

- a. The Consultant shall develop, provide and maintain construction cost estimates for the design alternative. The Consultant shall provide the pricing information. The Consultant shall manage the estimate, including the pricing information.
- b. The Consultant shall develop 1" = 20' scale plans for the design alternative. At locations where more detail is required, the Consultant shall provide drawings at a larger scale. As a minimum all plans shall show stationed centerlines, roadway geometrics, major drainage features, and construction limits.

c. The Consultant shall develop profiles for the design alternative at a scale of 1" = 20' horizontal and 1" = 4' vertical. As a minimum the profile shall reference the vertical datum and show all significant elevations, existing ground line, theoretical grade line, all vertical data including sight distances, critical clearances, centerline stations and equalities, construction limits and superelevation data.

d. The Consultant shall evaluate the design alternative and the null alternative with specific engineering analysis and considerations. Analysis shall be conceptual only and limited to determining the relative suitability of the design alternative, they shall include:

Design Criteria and geometry

Bicycle and Pedestrian facilities

Schematics, typical sections and alignment constraints

Pavements

Structures (Bridges, Retaining Walls, and Building alterations)

Drainage requirements

Maintenance Responsibility

Maintenance and protection of traffic during construction

Soil and Foundation Considerations

Right-of Way Considerations

Conceptual landscaping development

Lighting and other utility considerations

Construction cost factors

Potential environmental impact mitigation measures

e. Bridge Rehabilitation

1) Inspection

A field inspection of the structure will be performed to determine the condition of the structure and its principle elements, to establish the rehabilitation work necessary, and to prepare a Level I load rating.

The Consultant shall perform an in-depth inspection of the bridge using the NYSDOT Specifications for In-Depth Bridge Inspection, including all current updates, revisions and technical advisories and the current AASHTO Manual for Maintenance Inspection of Bridges as a guide.

2) Bridge Deck Evaluation

The Consultant will perform a bridge deck evaluation using the NYSDOT's current Bridge Deck Evaluation Procedures Manual as a guide. The consultant shall propose, if warranted, to extract concrete deck cores for analytical and destructive testing purposes.

3) Load Rating Existing Structure

The consultant will perform and file a Level I Load Rating of the existing bridge in accordance with the current NYSDOT Engineering instructions for load ratings and the Uniform code of Bridge Inspection.

f. Retaining Walls

The Consultant shall inspect any retaining walls leading to and within 50 feet of the bridge. The Consultant shall assess the structural condition with respect to the safety of pedestrians and vehicles using the sidewalks and roadways and assess the potential of future bridge repairs. The consultant shall report its findings and recommendation.

- 1) Retaining wall repairs required for pedestrian safety to be included in the project design.

g. Sidewalk and Accent Lighting

The Consultant shall review and analyze the existing lighting system. Information related to the power connections, wattage, wiring, conduit, system conditions and lighting levels shall be determined and evaluated by the Consultant. The Consultant shall investigate and propose an accent lighting plan that highlights and draws attention to the structural members and the bridge itself. The Consultant shall present their findings during a meeting with the City and make independent recommendations for improvements.

h. Coordination

The Consultant shall notify and meet with the utilities/agencies identified by the City to review their involvement with this project.

4. Project Estimate

The Consultant shall maintain project estimates. In a pre-draft meeting with the City, the Consultant shall provide and review with the City, a matrix of the proposed costs. This matrix shall be based on a feasible review of the alternatives and sub-options for the project. This estimate, at a minimum, shall be based on the Consultant's evaluation of the items outlined in section 3d.

As a minimum, estimates for all alternatives under consideration shall be provided to the City with the Draft Design Report.

5. Draft Design Report and Design Report (BRR)

The Consultant shall document these studies and provide the City with 10 copies of a Draft Design Approval Document (BRR) for review by the City and other designated agencies, prepared in a format approved by the City and consistent with the appropriate section of the NYSDOT Project Development Manual.

a. Plans

Plans for the chosen alternative or alternatives shall be provided at the completion of the Draft Design Approval Document (BRR). Plans shall show stationed Centerlines, Roadway Geometrics, Existing and Proposed Utilities, Construction and R.O.W. limits and include profiles and cross sections at an appropriate scale. Structural drawings shall delineate the extent of various repairs, as well as depicting typical repairs to the various cross sections.

b. Summary of Environmental Assessment

The Draft Design Approval Document (BRR) shall also include a summary environmental assessment of the effects of the project, particularly during the construction phase. This shall not constitute a requirement to prepare an Environmental Impact Statement.

In the opening paragraphs of the Draft Design Approval Document (BRR) the Consultant shall briefly state the SEQR type with appropriate references to SEQR regulations. The Consultant shall also:

1. Summarize the assessment of social, economic and environmental considerations

2. Note and list any permit requirements

The Consultant shall verify whether the project is a SEQR Type II action by confirming whether it is included on the TYPE II list in the NYSDOT Environmental Procedures Manual and by determining whether criteria in the NYSDOT Environmental Procedures Manual are met. The Consultant shall document this verification in the Draft Design Approval Document (BRR).

c. Review Meeting

The Consultant shall present the findings of its investigations at a review meeting with the City and others designated by the City and prepare minutes of this meeting. The Consultant shall incorporate into the preliminary engineering documents of the Project any comments or direction resulting from this review meeting with the City.

d. The Consultant shall, based on the City's review, revise the Draft Design Approval Document (BRR) and provide the City with 10 copies of the Design Approval Document.

6. Compliance with Environmental Laws, Regulations, and Permits

The Consultant shall meet the requirements of all applicable State and Federal environmental laws and regulations, and notify the City of what permits and/or variances the City must obtain according to the NYSDOT Region 4 Environmental Permit and Program Guidance Manual.

7. Advisory Agency Review

- a. Based on the City's review, the Consultant shall modify and prepare the Design Approval Document (BRR) for distribution.
- b. The Consultant shall provide 10 copies of the Design Approval Document (BRR) for the City and designated review agencies.
- c. The Consultant shall, with City concurrence, distribute the Design Approval Document (BRR) to the local advisory agencies.

8. Community Coordination

The Consultant shall assist the City in conducting meetings with local officials and citizens.

a. Pre-draft Review Meeting (s)

The Consultant shall present the applicable options matrix to the City and other designated by the City, for review and concurrence. The options matrix shall outline and present any and all feasible alternatives, benefits, costs, schedules, and issues associated with each feasible options. The Consultant shall prepare minutes of these meetings.

b. Review Meeting

The Consultant shall present the Design Approval Document (BRR) and plans for review at a review meeting with the City and others designated by the City and prepare minutes of this meeting.

c. Utility/Agency Review Meeting(s)

The Consultant shall present the Design Approval Document (BRR) and Plans for review at various meetings with the City, Utilities/ Agencies, and others designated by the City and prepare minutes of this meeting.

d. Neighborhood Meeting(s)

At the request of the City and in cooperation with the City, the Consultant shall conduct meetings with neighborhood groups and merchant's associations neighboring the Project Area. At the meeting(s) the Consultant shall attempt to determine the problems, needs, and priorities of such associations and their members and shall solicit suggested methods of remedying their problems with the current structure. The Consultant shall also utilize such meeting(s) to keep residents and merchants informed of the progress of the project, in order to stimulate their involvement and cooperation. In order to facilitate the dissemination of information at such meetings, the Consultant shall prepare necessary display and informational material. The Consultant shall provide a memorandum summarizing these meetings.

9. Phase IV – Final Design Report

The Consultant shall modify the Design Approval Document (BRR) to incorporate comments received from local officials. This Report, entitled Bridge Rehabilitation Report will include the Design Recommendation

and a Justification for the Retention of Substandard Features (if applicable). The Consultant shall provide and distribute 10 copies of the BRR for the City and designated review agencies. A copy of the cost estimate, including share breakdowns, for the recommended alternative will be provided to the City (submit 10 copies).

10. Design Approval

The City, with the concurrence of the New York State Department of Transportation, shall verify that the determination for the recommended alternative is appropriate. The City will grant approval of the recommended design based on concurrence by the New York State Department of Transportation. The Consultant shall prepare the design approval recommendation memo for countersignatures by the City.

D. PART IV Final Design (Design Phases V & VI)

The consultant shall not proceed with any activities identified in this part without written authorization from the City.

1. Phase V – Preliminary Design and Plans

a. Preliminary Design (approx. 50% complete)

The Consultant shall prepare a Preliminary Design of the Project based on the Final Design Approval Document (BRR).

The Preliminary Design shall include but not be limited to the following:

- 1) Street geometrics including widening or narrowing, alignment and intersection layout.
- 2) Street section including subgrade, pavement, shoulders, curbing, gutters, curb park, sidewalks, requirements for right-of-way, etc.
- 3) Layout of traffic features including pavement markings, parking zones, street signs, and signalization.
- 4) Layout of street and sidewalk lighting including pole type and size, luminaire type and wattage, spacing, conduit layout, pullbox location and power point locations.
- 5) Design of drainage facilities including hydrologic and hydraulic analysis. Design shall indicate location of catch basins and laterals.

- 6) Layout of sanitary sewer locations, size grades, type, manholes, junction chambers, etc.
- 7) Layout of water facilities including water main size and type; service renewals, replacements and abandonments; hydrant renewals and relocations; and connections or tie-ins to existing mains.
- 8) Preliminary disposition of utilities.
- 9) Structural analysis and preliminary design of areaways shall be completed at this time only if authorized in writing as an Additional Service by the City.
- 10) Layout of bus stops, curb cuts, sidewalks, sidewalk ramps, access drives, and special treatments.
- 11) Preliminary design of any temporary or long-term structural protection; fills; structural repairs, renovations, replacements or improvements; etc., for special needs of the Project, including details of railings, retaining walls, concrete median barriers, and miscellaneous items.
- 12) Preliminary design of repairs or improvements to security, drainage, or other systems required for rehabilitation of the structure.
- 13) Layout of landscaping, identifying size and species, and provisions for maintenance and protection of existing vegetation.
- 14) Preliminary layout of the maintenance and protection of traffic provisions for the Project.

b. Preliminary Plans

The Consultant shall submit 10 prints of the Preliminary Plans (approx. 50% complete) for review by the City and designated review agencies. This submission shall consist of the following:

- 1) Plans at 1" = 20' scale, showing the highway alignments, pavement widths, drainage concepts, property owners, proposed right-of-way lines, and major utility relocations (if applicable). A Maintenance and Protection of Traffic Scheme (90%) shall also be shown on these plans, as well as intersection layouts and grading and work limits;

50% Plans should include a cover sheet, a legend with an index, survey data, location plan; a draft of the summary of quantities and construction tables; a preliminary maintenance and protection of traffic plan; typical sections; construction details; cross-sections at a minimum of every 50 feet or as needed; plans and profiles showing side street tie-ins; plan of the utilities including water main and plan and profiles of sewers; plans of the signals, pavement marking, signing, sign text data sheet; and miscellaneous tables and details as required. All are to be prepared with sufficient detail to show the layout, basic details, materials and construction methods.

Various tables to be considered in this phase include a water service, driveway, sign post sleeve, hydrant disposition, areaway, drainage structures, manhole adjustment, induction loops, sewer laterals, underdrain, survey monuments, bus stops, fire alarm standards, trees, light pole dispositions, fence disposition and utility disposition, structures, and interior lighting. Project work limits shall also be identified.

The plans shall include such other bridge structural detail as required by the NYSDOT Design Procedure Manual and Highway Design Manual.

- 2) Profiles at a scale of 1" = 20' horizontal and 1" = 5', showing vertical datum reference, existing ground, vertical curve data, superelevation data, and utility and drainage crossings. Stationing from the 1" = 20' scale plans shall be used.
- 3) Typical sections showing pavement widths, material thickness and item numbers for all items used.
- 4) The Consultant shall prepare and submit Preliminary Plans for each structure in accordance with the latest City and NYSDOT standards. The Preliminary Plan shows basic concepts and major details (including all existing and proposed utilities), acquaints affected parties with the project and project components, and serves as an instrument for initial approval and as a basis for the development of final plans. Maintenance and protection of traffic will be indicated on the preliminary plan. Latest cost estimates are to be included.
- 5) Preliminary quantity estimates using correct items numbers.

- 6) Cost Estimate with share breakdown (submit 10 copies).
- 7) The Preliminary Plans for each structure shall include at a minimum the following:
 - * Location Plan;
 - * Plan View (1" = 20') showing Bridge Centerline
 - * Substructure Locations and Span Lengths
 - * Elevation View (1" = 20') including architectural treatments
 - * Minimum Clearance (Horizontal and Vertical)
 - * Transverse Sections of Bridge and Approach Highway
 - * Existing Contours
 - * Existing and Proposed Boring/Coring Locations
 - * Elevation view of existing piers;
 - * Proposed substructure and foundation treatment;
 - * Profile of over features;
 - * Notes regarding design specifications;
 - * Disposition of utilities;
 - * Special conditions that may apply;

2. Meetings

a. Review Meetings

The Consultant shall present the Preliminary design documents at a review meeting with the City and others designated by the City, if so requested.

b. Utility/Agency Review Meeting

The Consultant shall present the Preliminary Plans for review at a meeting with the City, Utilities/ Agencies, and others designated by the City and prepare minutes of this meeting. The Consultant shall, with City concurrence, incorporate into the final design of the Project any comments and changes resulting from this review meeting(s) with the City.

c. Neighborhood Meeting(s)

At the request of the City and in cooperation with the City, the Consultant shall conduct meetings with neighborhood groups and merchant's associations neighboring the Project Area. At the meeting(s) the Consultant shall attempt to determine the problems, needs, and priorities of such associations and their

members and shall solicit suggested methods of remedying their problems with current structure and facilities. The Consultant shall also utilize such meeting(s) to keep residents and merchants informed of the progress of the project, in order to stimulate their involvement and cooperation. In order to facilitate the dissemination of information at such meetings, the Consultant shall prepare necessary display and informational material. The Consultant shall provide a memorandum of the meetings.

3. Phase V – Advance Detail Plans

a. 90% Final Design

The Consultant shall accomplish the final design and the preparation of final plans and specifications in accordance with applicable City, County, State and Federal procedures for all elements of work as defined in the Preliminary Design Phase, including:

- 1) Final street geometrics including widening or narrowing, alignment and intersection layout.
- 2) Final typical street sections including subgrade, pavement, shoulders, curbing, gutters, curb park, sidewalks, requirements for right-of-way, etc.
- 3) Final design of traffic features including pavement markings, parking zones, street signs, and signalization.
- 4) Final design of drainage facilities including hydrologic and hydraulic analysis. Design shall indicate location of catch basins and laterals.
- 5) Final layout of sanitary sewer locations, size grades, type, manholes, junction chambers, etc.
- 6) Final layout of water facilities including water main size and type; service renewals, replacements and abandonments; hydrant renewals and relocations; and connections or tie-ins to existing mains.
- 7) Utility disposition, including abandonment, relocation and/or new installation, but not including plans for the actual design of the utilities. The Consultant shall prepare a detailed utility construction schedule. Such schedule shall identify work, duration, impacts and potential conflicts.

- 8) Final layout of parking, bus stops, curb cuts, sidewalks, sidewalk ramps, access drives, and special treatments.
 - 9) Final design of any structural repairs, renovations, replacements or improvements, for special needs of the Project, including details of railings, retaining walls, concrete median barriers, and miscellaneous items.
 - 10) Final design of repairs or improvements to lighting, power, security, drainage, or other systems required for rehabilitation of the structure.
 - 11) Final layout and design of temporary structures or other measures required to maintain and protect access to and usage of the structure by lessees.
 - 12) Final layout of landscaping, identifying size and species, and provisions for maintenance and protection of existing vegetation.
 - 13) Final layout of maintenance and protection of traffic for the project.
- b. 90% Final Plans

The Consultant shall develop and provide 10 sets of the Advance Detail Plans in accordance with the requirements of the NYSDOT Design Procedure Manual and the Highway Design Manual. For this submission the plans should be 90% complete, the specifications and notes 75% complete (submit 10 copies of the specifications and notes). The plan scales shall be 1" = 20'. The associated profile scales shall be 1" = 20' horizontal and 1" = 5' vertical.

The Advance Detail Plans shall include the complete details of the structure and all general notes. The details must be fully dimensioned. Bar lists are not required at this time. All special specifications shall be submitted at this time with the text of the special specifications complete. An Estimate of Quantities listing all the required items is to be included. A construction cost estimate based on quantities shall be provided. If quantities cannot be determined for all items, costs based on the best available information at the time shall be used.

A Level I Load Rating reflecting the work to be done shall be performed and submitted to the City by the Consultant. The results shall be placed on the plans in accordance with the current NYSDOT Engineering Instructions for Load Rating.

- c. The Consultant shall develop and provide the design and plans for Maintenance Jurisdiction (use 1" = 200' scale).
- d. The Consultant shall provide the landscape development plans, specifications and estimates. Designs and planting quantities will be placed on 1" = 20' scale plan sheets.
- e. The Consultant shall provide a Report on Design and Estimate (see Chapter 21 of Highway Design Manual) with the submission of the Advance Detail Plans (submit 12 copies). This submission shall also include draft copies of Special Specifications, Special Notes, and Preliminary Lump Sum Item Work-ups.
- f. The Consultant shall submit 6 copies each of the Contract Documents and specifications, quantities and an up-to-date cost estimate with share breakdown. In addition, a quantity work-up book is to be prepared and submitted.

4. Meetings

- a. Review Meetings

The Consultant shall present the Advance Detail Plans at a review meeting with the city and others designated by the City, if so requested.

- b. Utility/Agency Review Meeting

The Consultant is to provide an in depth utility/agency review meeting of the Advance Detail Plans with the City and other appropriate authorities.

- c. Neighborhood Meeting(s)

At the request of the City and in cooperation with the City, "the Consultant shall conduct meetings with neighborhood groups and merchant's associations neighboring the Project Area. The Consultant shall utilize such meeting(s) to keep residents and merchants informed of the progress of the project, in order to stimulate their involvement and cooperation. The Consultant shall

prepare necessary display and informational material for the meeting(s). The Consultant shall provide a memorandum summarizing these meetings.

5. Phase VI – Final Plans, Specifications, and Estimates

- a. The Consultant shall modify the Advance Detail Plans, Specifications, Estimate, and Report on Design and Estimate based on City, State and other agency review. (Assume one meeting to review comments). The Consultant shall submit 6 sets of the completed P.S.&E. and of the completed cost estimate and share breakdown for City and NYSDOT review four (4) weeks prior to the P.S.&E. approval date.

6. Contract Documents

- a. The Consultant shall incorporate into the final Contract Documents for the Project any comments or changes resulting from the Draft PS&E reviews.

The Consultant shall prepare for approval by the City, Contract Documents including Project Summary, Special Instructions to Bidders, Bidding Forms, Special Terms and Conditions, Special Laws and Regulations, Project Specifications and working drawings for the Project. The Contract Documents are to be based upon standard City forms wherever applicable using the City's Standard Construction Documents.

The Consultant is to furnish 45 complete sets of the Contract Documents under this agreement, some of which are to be delivered by the Consultant to utilities or other agencies as indicated by the City.

- b. Cost Estimates

The Consultant is to provide the City with a revised cost estimate including the basis for quantities in the estimate and the funding share breakdown for the project based on completed Contract Documents (submit 5 copies). In addition, a final quantity work-up book is to be prepared and 4 copies submitted.

7. Coordination and Management

- a. The consultant and each sub consultant shall perform Quality Assurance Reviews of reports, plans, specifications, estimates,

and other highway and bridge design materials that they prepare for submittal to the City and State.

- b. The Consultant shall review the work of all sub consultant(s) prior to its transmittal to the City, for quality assurance regarding its compliance with all City and NYSDOT requirements. No sub consultant work shall be submitted to the City for project use without a prior quality assurance check.
- c. The Consultant shall coordinate the scheduling of all prime consultant and sub consultant work.

E. PART V Bidding and Construction Phase Services

1. Bidding Phase:

- a. The Consultant will prepare and submit two (2) weeks prior to the PS&E date the draft advertisement for bids to be placed in the NYS Contract Reporter. The Consultant will submit the ad(s) to the City for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the City, the Consultant will place the advertisements in the NYS Contract Reporter.
- b. Advertisements must not be placed until authorization is granted to the City by the NYSDOT.
- c. The City will prepare the advertisement for bids to be placed in the local newspaper of the City of Rochester.
- d. Prior to contract letting and subsequent to P.S.&E. submission, the Consultant shall make necessary revisions and last minute changes to plans, specifications, and estimates that result from the City and other agency reviews.
- e. The Consultant shall prepare addenda as needed during the bidding phase. Such addenda shall conform to the requirements of the City's Purchasing Agent. The Consultant shall submit 35 copies of the addenda to the City and designated utilities and agencies.
- f. The Consultant is to attend and assist the City in pre-bid meetings and pre-award meetings. Minutes of these meetings will be prepared by the Consultant.

- g. The City will hold the public bid opening (letting).
- h. The Consultant will analyze the bid results and prepare a letter of recommendation for award. The analysis will include:
 - 1. Verifying the low bidder.
 - 2. Bid tabulation showing bid amounts by each bidder for each item.
 - 3. Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
 - 4. Breaking the low bid into fiscal shares.
 - 5. Determining whether the low bid is unbalanced.
 - 6. for pay items bid 15% less than the Engineer's Estimate or more than 25% over the Engineer's Estimate
 - 7. Checking accuracy of quantity calculations.
 - 8. Determining appropriateness of price bid for work in the item.
 - 9. Determining whether the low bidder is qualified to perform the work.
 - 10. This information shall be returned to the City within five (5) working days. Submit 10 copies of the bid tabulations, share breakdown, bid analysis, and recommendation.
- i. The Consultant will assist the City in preparing and compiling the package of information to be transmitted to the NYSDOT.
- j. The City will award the contract and will transmit information to the NYSDOT for information purposes.

2. Construction Phase

The Consultant shall provide the following services:

- a. Provide, during the construction contract to be entered into by the City for the construction of this Project, to the satisfaction of the City, periodic engineering consultation services to verify adherence to the design and to assist in the administration of the construction until final completion and acceptance by the City.
- b. Check and approve shop drawings for conformance with the design concept of the Project and compliance with the information given by the Contract Documents. There shall be no change in the scope of the work or in materials specified by the Contract Documents until approval for such change has been given in writing by the City.

- c. Visit the job whenever requested by the City for the purpose of clarifying or interpreting any phase of the work.
- d. Conduct, in company with the City and others designated by the City, a final inspection of the Project for conformance with the design of the Project and compliance with the information given in the Contract Documents.

4.0 PROPOSAL REQUIREMENTS

Each proposal shall be signed by an individual authorized to enter into and execute contracts on the Respondent's behalf. Unless otherwise specified in its proposal, Respondent represents that it is capable of meeting or exceeding all requirements specified in this RFP.

Submission of a proposal shall be deemed authorization for the City to contact Respondent's references. Evaluation of proposals will be conducted by the City based on information provided in the Respondent's proposals and on such other available information that the City determines to be relevant. The evaluation of proposals may include an on-site assessment, meetings with authorized personnel, and may involve the use of a third-party consultant.

The Respondent selected by the City will be required to enter into a Professional Services Agreement (PSA) with the City. The establishment of a PSA is contingent upon approval by City Council for all Agreements in excess of \$10,000 or for a period of more than one year and upon the availability of funds for such an agreement. Unless otherwise stated in the proposal, the Respondent's response to this RFP shall be deemed its acceptance of the terms of this PSA. (Note: Attention is directed to the City's Living Wage requirements, and minority workforce goal).

Respondents shall provide sufficient information in their written proposals to enable the City review team to make a recommendation to the Mayor. The City reserves the right to invite any or all Respondents to an interview to discuss their proposal. Any expenses resulting from such an interview will be the sole responsibility of the Respondent. The City is under no obligation to select any of the responding Respondents or to conduct the Project described herein. The City may amend or withdraw the RFP at any time, within its sole discretion. The City shall have no liability for any costs incurred in preparing a proposal or responding to the City's requests with respect to the proposal.

Proposal Evaluation Criteria

Proposals must be succinct and all pages must be numbered. **In no case shall specified page maximums in any section be exceeded.** Boilerplate and glossy promotional materials are discouraged; any such materials deemed necessary should be included as a separate appendix and may or may not be considered as part of the evaluation. Consultant selection will be based on a rating of consultant proposals. **The criteria will be as follows: Firm Qualifications (10% Score), Technical Proposal (40% score), and Project Team Qualifications (50% score).** Proposers should understand that the MWBE Utilization and the City's Workforce Goals apply to and will be incorporated into any agreement resulting from proposals submitted for this RFP. Please note that all consultants shall submit as part of the proposal a workforce utilization plan regardless of percentage or whether goals are met. **Refer to Section 5.0 City Provisions for details.**

Your proposal shall be limited to 35 pages (max) and contain the following items:

1. PROPOSAL REQUIREMENTS

- * Transmittal Letter (1 pg)
- * Work Proposal (6 pages)
- * Gantt Chart for overall Schedule (1 pg)
- * Organizational chart depicting team interaction and assignments (1 pg)
- * Resumes for Proposed Team (8 pgs)
- * Brief description of similar bridge projects (3 pgs)
- * Description and Interaction of Project Team (2 pgs)
- * Experience with preventative maintenance projects (2 pgs)
- * Experience with Waterfront Design, Pedestrian Bridges and Masterplan development (3 pgs)
- * Staff Hours and Workforce Utilization Plan (As Required)
- * 6 bound copies of entire proposal

Consultant Selection:

Consultant selection will be based on a rating of consultant proposals. The following criteria will be used to evaluate them.

1. Project Team (50% of score):

Experience of the proposed project team with the various phases of the proposed project, design of comparable bridge rehabilitation, including comparable locally- and Region 4 NYSDOT-administered Federal Aid projects and City of Rochester projects; knowledge and experience with environmental/SEQR/SHPO procedures; maintenance and protection of traffic and coordination with NYSDOT projects; mitigation of construction impacts; ability to advocate for City issues; knowledge of the project area; public presentation skills; Experience and knowledge related to the preparation, assembly, context and content of contract documents and reports; Overall vision and creativity; Skill set and experience related to detailed and final design, contract document preparation, bid and award phases, construction phase services; Conducting , leading, managing and diffusing public process; Depth of knowledge, experience and creativity in structural engineering; Experience related to cost estimating and Implementation phasing.

2. Proposal (40% of score):

Quality and appropriateness of the proposal to the project scope. The Proposals will be reviewed on a basis of knowledge, creativity, experience, and understanding of the following aspects of the project (not all inclusive – the Consultant can and should elaborate): Maintenance Costs and Issues; Public Space Design; Multi-use trail Design; Pedestrian Bridge Design; Cost Estimate and

Implementation Phasing; Project Permitting; Public Process and Input; Detailed and Final Design (Design Phases V-VI); Creative Structural Solutions, Project Estimates; Community Coordination; Approvals from various regulatory agencies; Contract Documents; Construction Phase Services. **The project understanding and approach should show creativity and artistic vision with heavy emphasis on innovative design solutions that combine functionality with artistic design and the rich historic character of the area. This vision should encompass both structural and non-structural elements of the project.**

3. Firm (10% of score):

Experience and prior performance with urban/City and NYSDOT design and construction projects, knowledge and experience with environmental/SEQR/SHPO procedures; maintenance and protection of traffic and coordination with NYSDOT projects; mitigation of construction impacts.

4. Interviews: “Short listed” firms may be asked to give a presentation related to the depth and experience of their team, understanding of the project, creativity and knowledge of the issues. If requested by the City, the presentation would be given to a selection committee and limited to one hour.

Basic Services Fee/hours

No fees or wages shall be submitted with this proposal.

The proposal SHALL NOT include any proposed design fees, however the City does require that the proposal include the proposed staff, specific staff assignments and MWBE utilization plan.

The table/summary should be detailed such that a reviewer can get a good feel for the tasks involved and the individuals who will be performing each specific work item.

An itemized breakdown of projected FTE (full time equivalent) estimated staff hours for the prime consultant and all sub-consultants must be clearly defined. All sub-consultants that are on the New York State Certified MWBE list should be clearly showcased. This will be used in evaluating additional weightings as outlined in Section 5.0 City Provisions.

The firm deemed to be the best qualified overall for this project by evaluation committee will be asked, at a later date, to submit salary schedules, staffing tables, non-direct costs, subcontractor costs, total project cost summaries and technical assumptions.

Direct Reimbursable Expenses

The draft list of expenses (with no costs or fees) shall be identified for the following expenses:

1. Sub-consultants
2. Subsurface/Laboratory testing

3. Printing/Duplication
4. Rental Equipment (if required)

The Consultant shall provide duplication services for bid documents and any addenda as a reimbursable expense.

Eligibility Qualifications and Requirements

The City of Rochester requires that all bidders and sub-contractors present evidence of experience, ability, and financial standing. Designated firm(s) must be able to submit proof of authority to practice engineering/surveying in New York State immediately upon designation. The City requires that all bidders and sub-consultants, at the time of entrance into agreements with the City, present information that includes insurance certificate(s) that prove both professional and general liability, and Worker's Compensation coverage. The certificates must list the City of Rochester as an additional insured.

5.0 City Provisions

Living Wage Requirements with Respect to Applications or Proposals for Service Contracts

Rochester City Council adopted the Rochester Living Wage Ordinance (8A-18), effective July 1, 2001, which requires covered employers who are awarded City service contracts of \$50,000 or more to pay a Living Wage, as defined in the Ordinance, to their employees who perform work under the contract. As set forth in 8A-18D (1) of the Ordinance, if the total amount of the proposal is \$50,000 or more during the period of one year, a written commitment to pay all covered employees a Living Wage and a list of the job titles and wages levels of all covered employees in each of the years for which this agreement is sought shall be submitted with the proposal. A copy of the ordinance can be found through the web link at:

<http://www.cityofrochester.gov/index.cfm?id=571>

Local Preference

Pursuant to City Council Resolution No. 91-25, the City shall, when awarding professional services agreements, give preference to organizations located within the City of Rochester or Monroe County. The use of local individuals or companies as subcontractors is also encouraged. Non-local firms may wish to consider partnerships or other collaborative arrangements with local firms as a strategy to address this criterion.

Firms who respond directly to this proposal and are located within the City of Rochester limits will be awarded an additional 10% weighting as part of the evaluation process.

Affirmative Action

City Council Ordinance No. 2018-54 establishes Minority and Women Business Enterprises (MWBE) utilization goals for City professional service agreements. The M/WBE utilization goal for this contract is 24% Minorities and 6% for Woman Business Enterprises of the total dollar amount of the Professional Services fees. During the course of completing work under this agreement, the consultant will attempt to achieve these goals through use of M/WBE's.

Professional firms shall receive additional evaluation weighting points as follows:

Responding Company	Weight Awarded
MWBE firms who respond directly to this proposal and are on the New York State Certified MWBE list	10%
Firms who utilize 10-20% MWBE sub-consultants that are on the New York State Certified MWBE list	5%
Firms who utilize more than 20% MWBE sub-consultants that are on the New York State Certified MWBE list	10%

The City of Rochester has a policy of Affirmative Action regarding consultants who performs professional services for public works projects. You are encouraged to employ sub-consultants who are Minority or Woman-owned Business Enterprises to the greatest extent possible. State certified MWBE firms in the Finger Lakes region will receive preference, however, other state certified MWBE firms may be submitted for meeting these goals.

Affirmative Action Reporting

The consultant shall file City provided reporting forms quarterly, or as otherwise required by the City, to verify that MWBE goals and minority workforce goals incorporated into the agreement are achieved during the term of the agreement. This form can be found on the City's web site at:

<http://www.cityofrochester.gov/mwbe/>

Minority Workforce Goals

The City of Rochester has established a policy to improve employment opportunities for minorities and women and has adopted Workforce Participation Goals that apply to professional services agreements with a maximum compensation exceeding \$10,000 pursuant to Ordinance No. 2018-54.

Ordinance No. 2018-54 further established annual aggregate workforce goals of 20% Minority and 6.9% Women. For professional services consulting contracts, responding companies who demonstrate that they meet or exceed both these goals shall receive additional evaluation weighting points of 10%.

Submit Form P – Proposed Workforce Utilization Plan (included in Exhibit A) with your proposal. The Workforce Form P will demonstrate your commitment to and ability to meet the Workforce goals for this contract. Workforce goals can be met by a combination of consultant and sub-consultant employees. If you propose using sub-consultants, submit a Workforce Form P for each sub-consultant. If you are otherwise unable to meet the workforce goals, provide an explanation in your proposal. The selected consultant will complete a Workforce Staffing Utilization Plan (also included in Exhibit A), for the consultant and any approved sub-

consultants. The final Workforce Staffing Utilization Plan(s) will be incorporated into the Agreement.

Workforce forms for Public Works and Professional Services Consulting Contracts shown on the City's web site, or updated forms, shall be required and incorporated into the agreement by reference. For informational purposes, Exhibit A provides the Workforce Staffing Utilization Plan for Professional Services Consulting Contracting form. This form shall be required to be completed by the selected consultant as part of the contract review and approval process and shall be incorporated into the Agreement.

Other Criteria

Other criteria may be considered and evaluated by the City if it is determined to be in the best interest of the City and the success of the Project to do so.

APPENDIX A:

**DRAFT PROFESSIONAL
SERVICE AGREEMENT**

AGREEMENT FOR PROFESSIONAL SERVICES

Pont de Rennes Bridge Rehabilitation

Project Scope: Design Services
City Project ID #: 18228
NYSDOT PIN: 4RTR.01
Consultant:
Agreement #: _____

Authorizing Ordinance:

INDEX

ARTICLE I

- Part 1. DESCRIPTION OF PROJECT
- Part 2. DESCRIPTION OF PROFESSIONAL SERVICES
 - Section 1.201 General
 - Section 1.202 Basic Services
 - Section 1.203 Additional Services
- Part 3. CITY RESPONSIBILITIES
- Part 4. FEES
 - Section 1.401 General
 - Section 1.402 Fee for Basic Services and Reimbursable Expenses
 - Section 1.403 Fee for Additional Services
 - Section 1.404 Fee Administration
- Part 5. TERM
- Part 6. TIME OF PERFORMANCE
- Part 7. REMOVAL OF PERSONNEL
- Part 8. AUTHORIZED AGENT
- Part 9. OWNERSHIP OF DOCUMENTS
- Part 10. INSPECTION OF WORK
- Part 11. CONFIDENTIALITY
- Part 12. ORGANIZATIONAL CONFLICT OF INTEREST

ARTICLE II

Part 1. QUALIFICATIONS, INDEMNITY AND INSURANCE

- Section 2.101 Consultant's Qualifications for Duties, Compliance and Permits
- Section 2.102 Consultant's Liability
- Section 2.103 Professional Liability Insurance
- Section 2.104 General Liability Insurance
- Section 2.105 Worker's Compensation and Disability Benefits Insurance
- Section 2.106 Copyright or Patent Infringement
- Section 2.107 No Individual Liability

Part 2. SPECIFIC DESIGN RESTRICTIONS

- Section 2.201 Environmental Policy

Part 3. EMPLOYMENT PRACTICES

- Section 2.301 Equal Employment Opportunity and MWBE and Workforce Utilization Goals
- Section 2.302 Title VI of the Civil Rights Act of 1964
- Section 2.303 The MacBride Principles
- Section 2.304 Compliance with Labor Laws
- Section 2.305 Living Wage Requirements

Part 4. OPERATIONS

- Section 2.401 Compliance with Air and Water Acts
- Section 2.402 Political Activity Prohibited
- Section 2.403 Lobbying Prohibited
- Section 2.404 Anti-Kickback Rules
- Section 2.405 Withholding of Salaries
- Section 2.406 Discrimination Because of Certain Labor Matters
- Section 2.407 Status as Independent Contractor

Part 5. DOCUMENTS

- Section 2.501 Patents and Copyrights
- Section 2.502 Audit
- Section 2.503 Content of Sub-Agreements

Part 6. TERMINATION

- Section 2.601 Termination for Convenience of the City
- Section 2.602 Termination for Default

Part 7. GENERAL

- Section 2.701 Prohibition Against Assignment
- Section 2.702 Compliance with All Laws
- Section 2.703 Successors
- Section 2.704 Interest of City and Consultant in Contract
- Section 2.705 Permits, Laws and Taxes
- Section 2.706 Obligations Limited to Funds Available
- Section 2.707 Extent of Agreement
- Section 2.708 Law and Forum
- Section 2.709 No Waiver
- Section 2.710 Severability

ATTACHMENTS

Schedule A	Fee Schedule
Schedule B	Time Schedule
Exhibit A	Staffing, Fee Analysis and Assumptions
Exhibit B	Technical Assumptions
Appendix A	NYS Prevailing Wage Rates
Appendix B	Standard New York State and Federal Clauses
Appendix C	City Digital Record File Standards
Appendix D	Notice to Employees Concerning City Of Rochester Living Wage Ordinance

G:\DIV\STRUC\PROJ\Pont-de-Rennes\Roc the Riverway - Phase 1\RFP\03- Draft PSA\Draft PSA - Pont de Rennes.docx

AGREEMENT

THIS AGREEMENT, entered into on the ____ day of _____, 20__, by and between the CITY OF ROCHESTER, a Municipal Corporation having its principal office located at CITY HALL, 30 Church Street, Rochester, New York, 14614, hereinafter referred to as the "City" and **Insert Consultant Name**, located at **insert address including city state and zip**, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City, through the Department of Environmental Services, desires to engage the Consultant for the purposes of providing professional engineering design services required in connection with the **Insert Project Name** hereinafter referred to as the "Project", and,

WHEREAS, the Consultant covenants that it has the personnel, skills and expertise required and wishes to undertake the engineering services related to the Project.

NOW THEREFORE, the City and the Consultant do mutually agree, in consideration of the covenants, terms and conditions contained herein, as follows:

ART. I, Part 1. DESCRIPTION OF PROJECT

Section 1.101 General Description

Recent bridge inspections indicate significant structural repairs are required to protect the historic asset of the Pont de Rennes Bridge.

A. Project Description

This project is located in the City of Rochester, Monroe County, and provides for the structural repairs to the Pont de Rennes Bridge over the Genesee River. The project also involves creation of a more dynamic public space.

The proposed project will repair structural members of the Pond de Rennes Bridge over the Genesee River, in the City of Rochester. Structural repairs of the bridge will halt deterioration and ensure the safety and viability of the bridge. Additional improvements will be made to create more dynamic public space on the bridge and its approaches with creative lighting, public art, plantings, and trail connections.

The Pont de Rennes Bridge was built in 1891. The bridge is 857 feet long and sits 114 feet above the Genesee River. The last 100% hands on inspection was conducted in 2012. The 2012 inspection report document over 500 individual steel repairs that need to be accomplished. The repairs are associated with eyebars, sway bars, lace bars, trusses, lateral bracing elements, gusset plates, and paint systems.

B. Project Classification

Procedurally, the project has progressed in accordance with the Class II process of the USDOT/NEPA regulations 23 CFR 771.115(d) and the NYSDOT Environmental Action Plan. The project is classified as Class II – automatic categorical exclusion.

Work will occur in previously disturbed areas where there will be no impact to cultural resources. This project is exempt from section 106 review due to the nature of the project being Element Specific Bridge Maintenance with in-kind repairs.

This project is classified as a Type II in the accordance with 6NYCRR Part 617, State Environmental Quality Review (SEQR). In accordance with 6NYCRR Part 617.5(c)(2), this project is identified as one that will not have a significant effect on the environment.

C. Policy and Procedures

1. The design of this project shall be progressed in accordance with the current version of the "Locally Administered Federal Aid Procedures Manual," The design shall be consistent with the NYSDOT Highway Design Manual Chapter 18 Pedestrian Facility Design, A Policy on Geometric Design of Highways and Streets (AASHTO) and ADA Accessibility Guidelines for Buildings and Facilities.

The design of this project shall be also be performed in accordance with the requirements specified in the following documents and amendments thereto issued by the NYSDOT, the City of Rochester, and other cited organizations:

City of Rochester Standard Construction Contract documents, Nov. 1, 1991
 City of Rochester Instructions to Design Professionals Regarding Preparation of Construction Contract Documents, March 1992, as amended;
 City of Rochester Rules and Regulations for Work in the Right-of-Way;
 City of Rochester Areaway Policy

2. The Consultant shall provide the City with Reports, Plans Estimates and other data specifically described under Parts 1-5 below. The CITY will prepare and publish all required legal notices.
3. The Consultant shall furnish all materials necessary to provide the City with reports, Plans, Estimates, and other data specifically described under Parts II, III IV and V below.
4. Work on this project shall be divided into five parts:

Part I	Scoping	<u>NOT IN CONTRACT</u>
Part II	Survey and Mapping.....	<u>IN THIS CONTRACT</u>
Part III	Preliminary Design.....	<u>IN THIS CONTRACT</u>
Part IV	Detailed Design (Design Phases V & VI).....	<u>IN THIS CONTRACT</u>
Part V	Bidding and Construction Phase Services	<u>IN THIS CONTRACT</u>

Section 1.102 Description of Improvements

The Project consists of improvements as generally identified below:

A. Structural Repairs

It is proposed that the Pont de Rennes Bridge over the Genesee River receive an in-depth inspection. Based on the results of the inspection, structural repairs will be identified to

ensure the safety and viability of the bridge. The improvements shall include but not limited to:

- Structural steel replacement/repair of deteriorated primary steel truss members
- Structural steel replacement/repair of deteriorated secondary steel truss members
- Structural steel replacement/repair of deteriorated steel tower members
- Structural steel replacement/repair of deteriorated stringers and floor beams
- Structural steel painting
- Replacement of bearings

B. Additional Bridge Improvements

In addition to the structural repairs, enhancements will be performed on the bridge to create a more dynamic public space. The goal of the enhancements is to draw more visitors and create unique event spaces. Enhancements shall include but are not limited to:

- Showcasing public art
- Installation of creative lighting elements for safety and aesthetics
- Installation of plantings
- Installation of upgraded site features such as benches and trash receptacles
- Updating existing trails

C. Public Space Improvements

Granite Mills Commons is a small park located at the western end of Pont de Rennes Bridge. The existing hardscape surface consists of brick pavers. The pavers are in disrepair with many uneven blocks preventing the public from using the space during events that take place in the summer. Redeveloping the area with a permanent performance area featuring better plantings, seating and amplification for future events is desired.

Other improvements identified in the scope, and modifications to those listed above, may be added to this agreement with the concurrence of the City.

ART. I, Part 2. DESCRIPTION OF PROFESSIONAL SERVICES

Section 1.201 General

- A. The Consultant shall provide all basic services required for the Project including surveys, preliminary design and report, final design and reports, contract documents, assistance during bidding and construction phase.
- B. The Consultant shall provide "additional services" if required at the request of the City, including resident project representation services.
- C. The Consultant is to have on its staff and is to retain during the performance of its services all appropriate professional personnel necessary to completely and accurately perform the work and services required. Where the design of structural, mechanical, electrical, civil or other engineering features of the work is

included in the Project, such must be performed by an engineer registered to practice in the State of New York.

- D. Implementation Plan. The Consultant shall develop and submit to the City a detailed plan and schedule for the orderly and timely completion of requirements of this Agreement. The Consultant shall utilize appropriate graphics and illustrate the plan, e.g. bar charts, etc. All pertinent dates of meetings and submittals shall be identified subsequent to execution of this agreement.
- E. The Consultant shall maintain an up-to-date orderly assembled file of design notes providing a history of the design of the Project. Design notes shall include correspondence, calculations, documentation, references and other material necessary to establish the basis for design. The Consultant shall furnish a copy of such notes to the City as requested.
- F. The Consultant shall prepare and furnish to the City within one week minutes of all meetings held and monthly written progress reports in a format mutually agreed upon.

SECTION 1.202 Basic Services

A. PART I – Scoping NOT IN CONTRACT

B. PART II – Survey and Mapping (Design Phase I-IV)

1. Design Survey & Supplemental Survey

- a. The Consultant shall perform the field survey necessary to obtain the survey data required by the Highway Design Manual.
- b. The Consultant shall provide the additional survey necessary and keep the mapping current for the duration of this Agreement.

2. Design Mapping

The Consultant shall provide mapping conforming to the Highway Design Manual.

3. Miscellaneous Survey and Mapping

The Consultant shall provide the additional survey and mapping necessary to keep the mapping current for the duration of the agreement.

The Consultant shall perform supplemental survey required for design purposes.

C. PART III – Preliminary Design (Design Phase I-IV)

1. Project Information

- a. The City will provide the Consultant with a copy of the Approved Initial Project Proposal (IPP) and other project documents (if available) to provide information on:

- 1) Project type and Location
- 2) Initial Project Cost Estimate and schedule
- 3) Project Fund Source
- 4) Specific DOT Regional Program Goal addressed by Project
- 5) Project Objectives
- 6) Traffic Data
- 7) Available Accident Records
- 8) Previous Studies and Reports
- 9) Transportation Needs and Capacity
- 10) Safety
- 11) Structural and Pavement Deficiencies
- 12) Permit and approvals
- 13) NYSDOT/CITY Contact Person

The Consultant shall visit the project site for the purpose of becoming familiar with the actual field conditions

- b. Existing Data, Surveys, and Reports

The Consultant shall assemble and evaluate existing planimetric, topographic, and utility maps and surveys, reports, and studies as available from the City, County of Monroe, NYSDOT or private utility corporations.

- c. The Consultant shall use all available existing data regarding subsurface conditions for the evaluation and the design of the project.

2. Project Familiarization

The Consultant shall become familiar with the project related information prior to initiating design studies. The order of listing for Parts I through V does not necessarily signify that the work contained in some, if not all five parts, must be started immediately in order to progress the project in a timely and orderly fashion. As a minimum, work shall be started immediately on the following items;

- a. Environmental Assessments
- b. Utility Identification and Coordination
- c. NYSDEC and USCOE Permitting Requirements
- d. Street Lighting Coordination
- e. Staged Construction Coordination and impact mitigation
- f. Traffic mitigation (Detour vs Staged Construction)
- g. Business and Public Outreach

3. Design Studies

It is assumed that the Consultant will progress one primary alternative with various sub-options in addition to the null alternative.

- a. The Consultant shall develop, provide and maintain construction cost estimates for the design alternative. The Consultant shall provide the pricing information. The Consultant shall manage the estimate, including the pricing information.
- b. The Consultant shall develop 1" = 20' scale plans for the design alternative. At locations where more detail is required, the Consultant shall provide drawings at a larger scale. As a minimum all plans shall show stationed centerlines, roadway geometrics, major drainage features, and construction limits.
- c. The Consultant shall develop profiles for the design alternative at a scale of 1" = 20' horizontal and 1" = 4' vertical. As a minimum the profile shall reference the vertical datum and show all significant elevations, existing ground line, theoretical grade line, all vertical data including sight distances, critical clearances, centerline stations and equalities, construction limits and superelevation data.
- d. The Consultant shall evaluate the design alternative and the null alternative with specific engineering analysis and considerations. Analysis shall be conceptual only and limited to determining the relative suitability of the design alternative, they shall include:

Design Criteria and geometry
Bicycle and Pedestrian facilities
Schematics, typical sections and alignment constraints
Pavements
Structures (Bridges, Retaining Walls, and Building alterations)
Drainage requirements
Maintenance Responsibility
Maintenance and protection of traffic during construction
Soil and Foundation Considerations
Right-of Way Considerations
Conceptual landscaping development
Lighting and other utility considerations
Construction cost factors
Potential environmental impact mitigation measures

- e. Bridge Rehabilitation

- 1) Inspection

A field inspection of the structure will be performed to determine the condition of the structure and its principle elements, to establish the rehabilitation work necessary, and to prepare a Level I load rating.

The Consultant shall perform an in-depth inspection of the bridge using the NYSDOT Specifications for In-Depth

Bridge Inspection, including all current updates, revisions and technical advisories and the current AASHTO Manual for Maintenance Inspection of Bridges as a guide.

2) Bridge Deck Evaluation

The Consultant will perform a bridge deck evaluation using the NYSDOT's current Bridge Deck Evaluation Procedures Manual as a guide. The consultant shall propose, if warranted, to extract concrete deck cores for analytical and destructive testing purposes.

3) Load Rating Existing Structure

The consultant will perform and file a Level I Load Rating of the existing bridge in accordance with the current NYSDOT Engineering instructions for load ratings and the Uniform code of Bridge Inspection.

f. Retaining Walls

The Consultant shall inspect any retaining walls leading to and within 50 feet of the bridge. The Consultant shall assess the structural condition with respect to the safety of pedestrians and vehicles using the sidewalks and roadways and assess the potential of future bridge repairs. The consultant shall report its findings and recommendation.

1) Retaining wall repairs required for pedestrian safety to be included in the project design.

g. Sidewalk and Accent Lighting

The Consultant shall review and analyze the existing lighting system. Information related to the power connections, wattage, wiring, conduit, system conditions and lighting levels shall be determined and evaluated by the Consultant. The Consultant shall investigate and propose an accent lighting plan that highlights and draws attention to the structural members and the bridge itself. The Consultant shall present their findings during a meeting with the City and make independent recommendations for improvements.

h. Coordination

The Consultant shall notify and meet with the utilities/agencies identified by the City to review their involvement with this project.

4. Project Estimate

The Consultant shall maintain project estimates. In a pre-draft meeting with the City, the Consultant shall provide and review with the City, a matrix of the proposed costs. This matrix shall be based on a feasible

review of the alternatives and sub-options for the project. This estimate, at a minimum, shall be based on the Consultant's evaluation of the items outlined in section 3d.

As a minimum, estimates for all alternatives under consideration shall be provided to the City with the Draft Design Report.

5. Draft Design Report and Design Report (BRR)

The Consultant shall document these studies and provide the City with 10 copies of a Draft Design Approval Document (BRR) for review by the City and other designated agencies, prepared in a format approved by the City and consistent with the appropriate section of the NYSDOT Project Development Manual.

a. Plans

Plans for the chosen alternative or alternatives shall be provided at the completion of the Draft Design Approval Document (BRR). Plans shall show stationed Centerlines, Roadway Geometrics, Existing and Proposed Utilities, Construction and R.O.W. limits and include profiles and cross sections at an appropriate scale. Structural drawings shall delineate the extent of various repairs, as well as depicting typical repairs to the various cross sections.

b. Summary of Environmental Assessment

The Draft Design Approval Document (BRR) shall also include a summary environmental assessment of the effects of the project, particularly during the construction phase. This shall not constitute a requirement to prepare an Environmental Impact Statement.

In the opening paragraphs of the Draft Design Approval Document (BRR) the Consultant shall briefly state the NEPA Classification and the SEQR type with appropriate references to NEPA and SEQR regulations. The Consultant shall also:

1. Summarize the assessment of social, economic and environmental considerations
2. Note and list any permit requirements

The Consultant shall verify whether the project is a SEQR Type II action by confirming whether it is included on the TYPE II list in the NYSDOT Environmental Procedures Manual and by determining whether criteria in the NYSDOT Environmental Procedures Manual are met. The Consultant shall document this verification in the Draft Design Approval Document (BRR).

c. Review Meeting

The Consultant shall present the findings of its investigations at a review meeting with the City and others designated by the City

and prepare minutes of this meeting. The Consultant shall incorporate into the preliminary engineering documents of the Project any comments or direction resulting from this review meeting with the City.

- d. The Consultant shall, based on the City's review, revise the Draft Design Approval Document (BRR) and provide the City with 10 copies of the Design Approval Document.

6. Compliance with Environmental Laws, Regulations, and Permits

The Consultant shall meet the requirements of all applicable State and Federal environmental laws and regulations, and notify the City of what permits and/or variances the City must obtain according to the NYSDOT Region 4 Environmental Permit and Program Guidance Manual.

7. Advisory Agency Review

- a. Based on the City's review, the Consultant shall modify and prepare the Design Approval Document (BRR) for distribution.
- b. The Consultant shall provide 10 copies of the Design Approval Document (BRR) for the City and designated review agencies.
- c. The Consultant shall, with City concurrence, distribute the Design Approval Document (BRR) to the local advisory agencies.

8. Community Coordination

The Consultant shall assist the City in conducting meetings with local officials and citizens.

- a. Pre-draft Review Meeting (s)

The Consultant shall present the applicable options matrix to the City and other designated by the City, for review and concurrence. The options matrix shall outline and present any and all feasible alternatives, benefits, costs, schedules, and issues associated with each feasible options. The Consultant shall prepare minutes of these meetings.

- b. Review Meeting

The Consultant shall present the Design Approval Document (BRR) and plans for review at a review meeting with the City and others designated by the City and prepare minutes of this meeting.

- c. Utility/Agency Review Meeting(s)

The Consultant shall present the Design Approval Document

(BRR) and Plans for review at various meetings with the City, Utilities/ Agencies, and others designated by the City and prepare minutes of this meeting.

d. **Neighborhood Meeting(s)**

At the request of the City and in cooperation with the City, the Consultant shall conduct meetings with neighborhood groups and merchant's associations neighboring the Project Area. At the meeting(s) the Consultant shall attempt to determine the problems, needs, and priorities of such associations and their members and shall solicit suggested methods of remedying their problems with the current structure. The Consultant shall also utilize such meeting(s) to keep residents and merchants informed of the progress of the project, in order to stimulate their involvement and cooperation. In order to facilitate the dissemination of information at such meetings, the Consultant shall prepare necessary display and informational material. The Consultant shall provide a memorandum summarizing these meetings.

9. Phase IV – Final Design Report

The Consultant shall modify the Design Approval Document (BRR) to incorporate comments received from local officials. This Report, entitled Bridge Rehabilitation Report will include the Design Recommendation and a Justification for the Retention of Substandard Features (if applicable). The Consultant shall provide and distribute 10 copies of the BRR for the City and designated review agencies. A copy of the cost estimate, including share breakdowns, for the recommended alternative will be provided to the City (submit 10 copies).

10. Design Approval

The City, with the concurrence of the New York State Department of Transportation, shall verify that the determination for the recommended alternative is appropriate. The City will grant approval of the recommended design based on concurrence by the New York State Department of Transportation. The Consultant shall prepare the design approval recommendation memo for countersignatures by the City.

D. PART IV – Final Design (Design Phases V & VI)

The consultant shall not proceed with any activities identified in this part without written authorization from the City.

1. Phase V – Preliminary Design and Plans

a. **Preliminary Design (approx. 50% complete)**

The Consultant shall prepare a Preliminary Design of the Project based on the Final Design Approval Document (BRR).

The Preliminary Design shall include but not be limited to the following:

- 1) Street geometrics including widening or narrowing, alignment and intersection layout.
- 2) Street section including subgrade, pavement, shoulders, curbing, gutters, curb park, sidewalks, requirements for right-of-way, etc.
- 3) Layout of traffic features including pavement markings, parking zones, street signs, and signalization.
- 4) Layout of street and sidewalk lighting including pole type and size, luminaire type and wattage, spacing, conduit layout, pullbox location and power point locations.
- 5) Design of drainage facilities including hydrologic and hydraulic analysis. Design shall indicate location of catch basins and laterals.
- 6) Layout of sanitary sewer locations, size grades, type, manholes, junction chambers, etc.
- 7) Layout of water facilities including water main size and type; service renewals, replacements and abandonments; hydrant renewals and relocations; and connections or tie-ins to existing mains.
- 8) Preliminary disposition of utilities.
- 9) Structural analysis and preliminary design of areaways shall be completed at this time only if authorized in writing as an Additional Service by the City.
- 10) Layout of bus stops, curb cuts, sidewalks, sidewalk ramps, access drives, and special treatments.
- 11) Preliminary design of any temporary or long-term structural protection; fills; structural repairs, renovations, replacements or improvements; etc., for special needs of the Project, including details of railings, retaining walls, concrete median barriers, and miscellaneous items.
- 12) Preliminary design of repairs or improvements to security, drainage, or other systems required for rehabilitation of the structure.
- 13) Layout of landscaping, identifying size and species, and provisions for maintenance and protection of existing vegetation.

- 14) Preliminary layout of the maintenance and protection of traffic provisions for the Project.

b. Preliminary Plans

The Consultant shall submit 10 prints of the Preliminary Plans (50% complete) for review by the City and designated review agencies. This submission shall consist of the following:

- 1) Plans at 1" = 20' scale, showing the highway alignments, pavement widths, drainage concepts, property owners, proposed right-of-way lines, and major utility relocations (if applicable). A Maintenance and Protection of Traffic Scheme (90%) shall also be shown on these plans, as well as intersection layouts and grading and work limits;

50% Plans should include a cover sheet, a legend with an index, survey data, location plan; a draft of the summary of quantities and construction tables; a preliminary maintenance and protection of traffic plan; typical sections; construction details; cross-sections at a minimum of every 50 feet or as needed; plans and profiles showing side street tie-ins; plan of the utilities including water main and plan and profiles of sewers; plans of the signals, pavement marking, signing, sign text data sheet; and miscellaneous tables and details as required. All are to be prepared with sufficient detail to show the layout, basic details, materials and construction methods.

Various tables to be considered in this phase include a water service, driveway, sign post sleeve, hydrant disposition, areaway, drainage structures, manhole adjustment, induction loops, sewer laterals, underdrain, survey monuments, bus stops, fire alarm standards, trees, light pole dispositions, fence disposition and utility disposition, structures, and interior lighting. Project work limits shall also be identified.

The plans shall include such other bridge structural detail as required by the NYSDOT Design Procedure Manual and Highway Design Manual.

- 2) Profiles at a scale of 1" = 20' horizontal and 1" = 5', showing vertical datum reference, existing ground, vertical curve data, superelevation data, and utility and drainage crossings. Stationing from the 1" = 20' scale plans shall be used.
- 3) Typical sections showing pavement widths, material thickness and item numbers for all items used.
- 4) The Consultant shall prepare and submit Preliminary Plans for each structure in accordance with the latest City and NYSDOT standards. The Preliminary Plan shows basic concepts and major details (including all existing and proposed utilities), acquaints affected parties with the project and project components, and

serves as an instrument for initial approval and as a basis for the development of final plans. Maintenance and protection of traffic will be indicated on the preliminary plan. Latest cost estimates are to be included.

- 5) Preliminary quantity estimates using correct items numbers.
- 6) Cost Estimate with share breakdown (submit 10 copies).
- 7) The Preliminary Plans for each structure shall include at a minimum the following:
 - * Location Plan;
 - * Plan View (1" = 20') showing Bridge Centerline
 - * Substructure Locations and Span Lengths
 - * Elevation View (1" = 20') including architectural treatments
 - * Minimum Clearance (Horizontal and Vertical)
 - * Transverse Sections of Bridge and Approach Highway
 - * Existing Contours
 - * Existing and Proposed Boring/Coring Locations
 - * Elevation view of existing piers;
 - * Proposed substructure and foundation treatment;
 - * Profile of over features;
 - * Notes regarding design specifications;
 - * Disposition of utilities;
 - * Special conditions that may apply;

2. Meetings

a. Review Meetings

The Consultant shall present the Preliminary design documents at a review meeting with the City and others designated by the City, if so requested.

b. Utility/Agency Review Meeting

The Consultant shall present the Preliminary Plans for review at a meeting with the City, Utilities/ Agencies, and others designated by the City and prepare minutes of this meeting. The Consultant shall, with City concurrence, incorporate into the final design of the Project any comments and changes resulting from this review meeting(s) with the City.

c. Neighborhood Meeting(s)

At the request of the City and in cooperation with the City, the Consultant shall conduct meetings with neighborhood groups and merchant's associations neighboring the Project Area. At the meeting(s) the Consultant shall attempt to determine the problems, needs, and priorities of such associations and their members and shall solicit suggested methods of remedying their

problems with current structure and facilities. The Consultant shall also utilize such meeting(s) to keep residents and merchants informed of the progress of the project, in order to stimulate their involvement and cooperation. In order to facilitate the dissemination of information at such meetings, the Consultant shall prepare necessary display and informational material. The Consultant shall provide a memorandum of the meetings.

3. Phase V – Advance Detail Plans

a. 90% Final Design

The Consultant shall accomplish the final design and the preparation of final plans and specifications in accordance with applicable City, County, State and Federal procedures for all elements of work as defined in the Preliminary Design Phase, including:

- 1) Final street geometrics including widening or narrowing, alignment and intersection layout.
- 2) Final typical street sections including subgrade, pavement, shoulders, curbing, gutters, curb park, sidewalks, requirements for right-of-way, etc.
- 3) Final design of traffic features including pavement markings, parking zones, street signs, and signalization.
- 4) Final design of drainage facilities including hydrologic and hydraulic analysis. Design shall indicate location of catch basins and laterals.
- 5) Final layout of sanitary sewer locations, size grades, type, manholes, junction chambers, etc.
- 6) Final layout of water facilities including water main size and type; service renewals, replacements and abandonments; hydrant renewals and relocations; and connections or tie-ins to existing mains.
- 7) Utility disposition, including abandonment, relocation and/or new installation, but not including plans for the actual design of the utilities. The Consultant shall prepare a detailed utility construction schedule. Such schedule shall identify work, duration, impacts and potential conflicts.
- 8) Final layout of parking, bus stops, curb cuts, sidewalks, sidewalk ramps, access drives, and special treatments.
- 9) Final design of any structural repairs, renovations, replacements or improvements, for special needs of the Project, including details of railings, retaining walls, concrete median barriers, and miscellaneous items.

- 10) Final design of repairs or improvements to lighting, power, security, drainage, or other systems required for rehabilitation of the structure.
- 11) Final layout and design of temporary structures or other measures required to maintain and protect access to and usage of the structure by lessees.
- 12) Final layout of landscaping, identifying size and species, and provisions for maintenance and protection of existing vegetation.
- 13) Final layout of maintenance and protection of traffic for the project.

b. 90% Final Plans

The Consultant shall develop and provide 10 sets of the Advance Detail Plans in accordance with the requirements of the NYSDOT Design Procedure Manual and the Highway Design Manual. For this submission the plans should be 90% complete, the specifications and notes 75% complete (submit 10 copies of the specifications and notes). The plan scales shall be 1" = 20'. The associated profile scales shall be 1" = 20' horizontal and 1" = 5' vertical.

The Advance Detail Plans shall include the complete details of the structure and all general notes. The details must be fully dimensioned. Bar lists are not required at this time. All special specifications shall be submitted at this time with the text of the special specifications complete. An Estimate of Quantities listing all the required items is to be included. A construction cost estimate based on quantities shall be provided. If quantities cannot be determined for all items, costs based on the best available information at the time shall be used.

A Level I Load Rating reflecting the work to be done shall be performed and submitted to the City by the Consultant. The results shall be placed on the plans in accordance with the current NYSDOT Engineering Instructions for Load Rating.

- c. The Consultant shall develop and provide the design and plans for Maintenance Jurisdiction (use 1" = 200' scale).
- d. The Consultant shall provide the landscape development plans, specifications and estimates. Designs and planting quantities will be placed on 1" = 20' scale plan sheets.
- e. The Consultant shall provide a Report on Design and Estimate (see Chapter 21 of Highway Design Manual) with the submission of the Advance Detail Plans (submit 12 copies). This submission shall also include draft copies of Special Specifications, Special Notes, and Preliminary Lump Sum Item Work-ups.

- f. The Consultant shall submit 6 copies each of the Contract Documents and specifications, quantities and an up-to-date cost estimate with share breakdown. In addition, a quantity work-up book is to be prepared and submitted.

4. Meetings

- a. Review Meetings

The Consultant shall present the Advance Detail Plans at a review meeting with the city and others designated by the City, if so requested.

- b. Utility/Agency Review Meeting

The Consultant is to provide an in depth utility/agency review meeting of the Advance Detail Plans with the City and other appropriate authorities.

- c. Neighborhood Meeting(s)

At the request of the City and in cooperation with the City, "the Consultant shall conduct meetings with neighborhood groups and merchant's associations neighboring the Project Area. The Consultant shall utilize such meeting(s) to keep residents and merchants informed of the progress of the project, in order to stimulate their involvement and cooperation. The Consultant shall prepare necessary display and informational material for the meeting(s). The Consultant shall provide a memorandum summarizing these meetings.

5. Phase VI – Final Plans, Specifications, and Estimates

- a. The Consultant shall modify the Advance Detail Plans, Specifications, Estimate, and Report on Design and Estimate based on City, State and other agency review. (Assume one meeting to review comments). The Consultant shall submit 6 sets of the completed P.S.&E. and of the completed cost estimate and share breakdown for City and NYSDOT review four (4) weeks prior to the P.S.&E. approval date.

6. Contract Documents

- a. The Consultant shall incorporate into the final Contract Documents for the Project any comments or changes resulting from the Draft PS&E reviews.

The Consultant shall prepare for approval by the City, Contract Documents including Project Summary, Special Instructions to Bidders, Bidding Forms, Special Terms and Conditions, Special Laws and Regulations, Project Specifications and working drawings for the Project. The Contract Documents are to be based

upon standard City forms wherever applicable using the City's Standard Construction Documents.

The Consultant is to furnish 45 complete sets of the Contract Documents under this agreement, some of which are to be delivered by the Consultant to utilities or other agencies as indicated by the City.

b. Cost Estimates

The Consultant is to provide the City with a revised cost estimate including the basis for quantities in the estimate and the funding share breakdown for the project based on completed Contract Documents (submit 5 copies). In addition, a final quantity work-up book is to be prepared and 4 copies submitted.

7. Coordination and Management

- a. The consultant and each sub consultant shall perform Quality Assurance Reviews of reports, plans, specifications, estimates, and other highway and bridge design materials that they prepare for submittal to the City and State.
- b. The Consultant shall review the work of all sub consultant(s) prior to its transmittal to the City, for quality assurance regarding its compliance with all City and NYSDOT requirements. No sub consultant work shall be submitted to the City for project use without a prior quality assurance check.
- c. The Consultant shall coordinate the scheduling of all prime consultant and sub consultant work.

E. PART V – Bidding and Construction Phase Services

1. Bidding Phase:

- a. The Consultant will prepare and submit two (2) weeks prior to the PS&E date the draft advertisement for bids to be placed in the NYS Contract Reporter. The Consultant will submit the ad(s) to the City for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the City, the Consultant will place the advertisements in the NYS Contract Reporter.
- b. Advertisements must not be placed until authorization is granted to the City by the NYSDOT.
- c. The City will prepare the advertisement for bids to be placed in the local newspaper of the City of Rochester.
- d. Prior to contract letting and subsequent to P.S.&E. submission, the Consultant shall make necessary revisions and last minute

changes to plans, specifications, and estimates that result from the City and other agency reviews.

- e. The Consultant shall prepare addenda as needed during the bidding phase. Such addenda shall conform to the requirements of the City's Purchasing Agent. The Consultant shall submit 35 copies of the addenda to the City and designated utilities and agencies.
- f. The Consultant is to attend and assist the City in pre-bid meetings and pre-award meetings. Minutes of these meetings will be prepared by the Consultant.
- g. The City will hold the public bid opening (letting).
- h. The Consultant will analyze the bid results and prepare a letter of recommendation for award. The analysis will include:
 - 1. Verifying the low bidder.
 - 2. Bid tabulation showing bid amounts by each bidder for each item.
 - 3. Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
 - 4. Breaking the low bid into fiscal shares.
 - 5. Determining whether the low bid is unbalanced.
 - 6. for pay items bid 15% less than the Engineer's Estimate or more than 25% over the Engineer's Estimate
 - 7. Checking accuracy of quantity calculations.
 - 8. Determining appropriateness of price bid for work in the item.
 - 9. Determining whether the low bidder is qualified to perform the work.
 - 10. This information shall be returned to the City within five (5) working days. Submit 10 copies of the bid tabulations, share breakdown, bid analysis, and recommendation.
- i. The Consultant will assist the City in preparing and compiling the package of information to be transmitted to the NYSDOT.
- j. The City will award the contract and will transmit information to the NYSDOT for information purposes.

2. Construction Phase

The Consultant shall provide the following services:

- a. Provide, during the construction contract to be entered into by the City for the construction of this Project, to the satisfaction of the City, periodic engineering consultation services to verify adherence to the design and to assist in the administration of the construction until final completion and acceptance by the City.
- b. Check and approve shop drawings for conformance with the design concept of the Project and compliance with the information

given by the Contract Documents. There shall be no change in the scope of the work or in materials specified by the Contract Documents until approval for such change has been given in writing by the City.

- c. Visit the job whenever requested by the City for the purpose of clarifying or interpreting any phase of the work.
- d. Conduct, in company with the City and others designated by the City, a final inspection of the Project for conformance with the design of the Project and compliance with the information given in the Contract Documents.

Section 1.203 Additional Services

The following shall constitute Additional Services:

- A. If the Consultant is caused expense due to substantial revisions of previously approved studies, design documents, drawings or specifications, such revisions having been ordered in writing by the City, or if the scope of the project is significantly enlarged either by expansion of the project's physical limits or by increase of the Consultant's responsibilities, such shall constitute additional services.
- B. If the Consultant is requested to prepare an Environmental Impact Statement (EIS) for the Project, all services related to the preparation and approval of the EIS shall constitute additional services.
- C. Should the City require the services of the Consultant as an Expert Witness on behalf of the City and request such services in writing, serving as an Expert Witness shall constitute additional services.
- D. Performing work not described under Basic Services requested and authorized in writing by the City's Authorized Agent.
- E. If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this agreement and constitutes extra work, the Consultant shall promptly notify the City's Authorized Agent in writing of this fact prior to beginning any of the work. The City shall be the sole judge as to whether or not such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work the City shall provide extra compensation to the Consultant in a fair and equitable manner. If necessary, an amendatory agreement providing the compensation and describing the work authorized shall be issued by the City to the Consultant for execution after approvals have been obtained from any necessary City, State, and Federal Highway Administration authorities.

ART. I Part 3. CITY RESPONSIBILITIES

The City shall:

- A. Provide as complete information as is reasonably possible regarding its requirements for the Project to the Consultant.
- B. Make available to the Consultant any information pertinent to the Project, including previous reports and any other data relevant to the design of the Project.
- C. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented to the City by the Consultant for review and render decisions pertaining thereto within a reasonable period of time, so as not to delay the work of the Consultant.
- D. Advertise for proposals from bidders, open the proposals at the appointed time and place and pay all costs incident thereto.
- E. Designate a representative (Authorized Agent) to act as liaison between the City and the Consultant. The Authorized Agent will have the authority and responsibility to transmit instructions and to receive information with respect to the City policies and pertinent to the work covered by this Agreement, except as otherwise limited by Code or Charter of the City.
- F. Give written notice to the Consultant where the City observes or otherwise becomes aware of any default in the Consultant's performance hereunder or where the City does not concur with the design or other recommendations of the Consultant.
- G. Obtain approval of the State Department of Environmental Conservation and other governmental authorities having jurisdiction over the Project, with the assistance of the Consultant, for the actual Project construction work.
- H. Obtain required easements with the assistance of the Consultant.

ART. I, Part 4. FEES

Section 1.401 General

- A. In no event whatsoever shall the total fee payable to the Consultant pursuant to this Agreement, including all costs and disbursements whatsoever, exceed **Insert dollar amount written (\$XXX,XXX)**
- B. The Consultant shall have the right to bill the City on a monthly basis for services performed and not already billed.
- C. The Consultant shall submit duly executed invoices, plus supporting documentation required by the City, in order to receive payment.
- D. The City may audit the Consultants performance of this agreement, the adequacy of the Consultants accounting system, and the reasonableness of the

Consultants overhead rates, and retain the results for New York State or Federal audit of the project. Costs claimed by or previously paid to the Consultant that cannot be appropriately supported or which do not comply with applicable City, New York State, or Federal regulations are subject to disallowance. Amounts paid to the Consultant that are subsequently disallowed are subject to recovery by the City from the Consultant or, at the option of the City, may be offset or reduced against current or future payment claims on this or other projects.

Section 1.402 Fee for Basic Services

- A. The fee payable to the Consultant for Basic Services pursuant to this Agreement shall be as initially set forth in Schedule A.
- B. The fee payable to the consultant for Overhead Allowance pursuant to this Agreement shall be as initially set forth in Schedule A.
- C. The fees payable to the Consultant for Reimbursable Expenses pursuant to this Agreement shall be as initially set forth in Schedule A.
- D. The fees payable to the Consultant for the Fixed Fee pursuant to this Agreement shall be as initially set forth in Schedule A.
- E. The City agrees to pay and the Consultant agrees to accept as full payment for the work and service performed pursuant to this Agreement the following fees, payable in the following manner:

1. Basic Services Fee Computation

- a. The Consultant's basic services fee shall be computed at the rate of 100% times actual direct salary expenses based on rates approved by the City's Authorized Agent for the Consultant's technical and professional personnel, except for surveyors, within the phase limits shown in Schedule A.
- b. Surveyor's wages are subject to the New York State Department of Labor, Bureau of Public Works, Prevailing Rate schedules. The City will pay the incremental cost due to the prevailing wage rate schedules established by the New York State Department of Labor. This incremental cost and supplemental benefits may be paid either as a component of basic services or as a direct cost, provided that only one of these methods may be chosen and applied to this agreement.

If the prevailing wage incremental costs and supplemental benefits are paid as a direct cost, see Section 1.402.E.5, below.

2. Overtime Premium

The City will not pay overtime costs arising from work on any part of this Agreement.

3. Overhead Allowance

An overhead allowance shall be established as a percentage of direct salary expenses for Basic Services, as described in Section 1.402.E.1 above, and shall conform to the Federal Acquisition Regulations (48 Code of Federal Regulations Part 31). The percentage is subject to audit and adjustment and shall not exceed the lowest rate of the following: that established by City or New York State Department of Transportation audits for the period being billed or the rate designated below. The rates initially estimated for progress payment billings by the Consultant and subconsultants for this agreement are

Insert consultant (and subconsultants) and respective rate

An increase in the approved overhead rate shall not be a reason for a change in the total fee payable for Basic Services or the Fixed Fee.

The Consultant shall provide the City with a copy of the following documents issued to the Consultant or subconsultants that apply to the periods during which services for this agreement are provided:

- a. Audits of the firm conducted to establish overhead rates in accordance with Federal Acquisition Regulations or to establish adequacy of the firms accounting systems with respect to Federal regulations or Government Accounting Standards; and,
- b. Correspondence from New York State or comparable agencies establishing overhead billing rates for Federal Aid projects, including NYS Department of Transportation pre-negotiation, pre-award, and overhead audit letters and related audit reports.

Consultant Overhead Approval Documentation

The Consultant shall submit to the City's Authorized Agent at least annually a copy of a current New York State Department of Transportation Pre-negotiation or Overhead Audit Reports, or of comparable audit reports performed by an independent Certified Public Accountant according to Government Auditing standards (GAO Yellow Book), to demonstrate that the Consultants rates and financial records conform to Federal Acquisition Regulations (48 CFR Part 31). (NYSDOT Form CONR385 acknowledgment letters, and pre-negotiation or overhead rate letters without the attached audit reports, are not acceptable for meeting this requirement.)

4. Fixed Fee

The Fixed Fee is within the total fee amount defined in Section 1.401.A. The Fixed Fee is a negotiated lump sum fee which in this agreement shall be as detailed in Schedule A. It is payable in proportion to the value of the completed Basic Services tasks listed in Schedule A as a percentage of the Basic Services total.

The amount of the monthly payment of this lump sum fee shall be equal to the percentage of the basic services fee billed during that month. The Consultant may request payment of any unpaid balance of the payable portion of the Fixed Fee upon successful meeting of the terms and conditions of this agreement and its final close-out.

5. Reimbursable Expenses

The Consultant shall be reimbursed the actual expenses for Reimbursable Expenses incurred in performing services under this Agreement. All reimbursement claims must be supported by adequate documentation and show appropriate share break-down. Reimbursable Expenses are as outlined in Schedule A.

Direct salary, overhead and other expenses for subconsultants, billed to the City as reimbursable expenses, shall be paid on the basis outlined above for Basic Services, Overtime Premium, Overhead Allowance and Fixed Fee.

If the prevailing wage incremental costs and supplemental benefits for Surveyors are paid as a reimbursable expense (see Section 1.402.E.1, above), the Consultant shall compute these costs as follows. The difference between the employees' normal hourly wage and the appropriate prevailing wage, plus a payroll additive applied to this difference for any incremental social security, disability, or workers compensation insurance beyond those costs applied to the normal wage, will be considered as a project-related reimbursable expense. Regarding the wage supplement connected to the prevailing wage rate, the difference between the applicable, published wage supplement to be paid and those deductions which may be made for the employer's contributions in accordance with the Department of Labor's accepted procedures, plus a payroll additive applied to this difference as for the normal wage above, will be considered to be a project-related reimbursable expense. No overhead multiplier may be applied to these costs.

6. Payments and Retainage

The amount payable in each billing period shall be the sum of the fee for Basic Services plus Overhead Allowance plus the Fixed Fee amount plus Reimbursable Expenses, as calculated above, less a Retainage of 0%. The Retainage will be withheld until 30 days after final audits have been made and amounts due verified or adjusted according to audit findings.

The Consultant shall pay a subconsultant's invoice within 5 business days of receiving payment from the City for the Consultant invoice which included the billing for the subconsultant's invoice. The Consultant shall permit the City to review records related to subconsultant agreements, services, and billings; to verify payment of subconsultant invoices; and to adjust payments to the Consultant based upon such reviews and verifications.

7. Hourly Rates Approval

All hourly rates for technical personnel, and the identity of project managers and principals shall be approved by the City's Authorized Agent prior to the Notice to Proceed. No changes may be made without approval by the City.

Section 1.403 Fee for Additional Services

- A. The City agrees to pay the Consultant for additional services performed by the Consultant within the maximum set forth in Section 1.401.A on the following basis:
 - 1. Adjustments to the Basic Services fee for extra work due to unanticipated change of scope of the project, or other extra work approved by the City's Authorized Agent, shall be made at the rate of 100% times actual payroll expenses for the consultant's technical and professional personnel, plus an overhead allowance as authorized in Section 1.402, plus a fixed fee subject to the approval of the NYSDOT;
 - 2. Adjustments to the Basic Services fee for additional work which is within the original or amended scope of the agreement may be approved at the sole discretion of the City's Authorized Agent; such adjustment will be calculated as above, however, no fixed fee adjustment will be allowed.
- B. The City shall pay the Consultant as an expert witness at the rate of \$400.00 per day for any day or portion thereof for which the Consultant is required to appear as a witness.
- C. The City shall pay the Consultant to provide property survey and preparation of plots and legal descriptions at \$350 per plot.
- D. Should the City utilize the Consultant to provide Resident Project Representation services, the construction phase services portion of this Agreement shall be terminated and shall be negotiated in the subsequent agreement for Resident Project Representation services.
- E. Should anticipated payments for additional services calculated on these bases, cause the total of the agreement to exceed the maximum set forth in Section 1.401.A, the City will seek approval to issue the Consultant an amendatory agreement describing the additional services and providing compensation there from any necessary City, State, and Federal authorities.

Section 1.404 Fee Administration

- A. The Authorized Agents can mutually agree to amend Schedule A in writing for phase changes, allocation modifications or for Additional Services within the maximum authorized amount set forth in Section 1.401.A.
- B. The City's Authorized Agent is authorized to request in writing such additional services as the Agent deems necessary, within the maximum authorized amount set forth in Section 1.401.A.

ART. I, Part 5.TERM

This Agreement shall commence upon execution by the parties and may extend until three (3) months after completion of a two year guarantee inspection of the project herein. However, no such termination shall relieve the Consultant of any outstanding duties imposed by the Agreement, including the requirement to hold the City harmless and to maintain insurance coverage insuring against loss arising out of the Project, and requirements for audits and recovery of disallowed costs.

ART. I, Part 6.TIME OF PERFORMANCE

- A. For each phase of the work, the Consultant shall not commence work until receipt of a verbal Notice to Proceed from the City's Authorized Agent and shall prepare documents for that phase of the work for review by the City within the periods as set forth in Schedule B.
- B. The Consultant shall not be held responsible for delays caused by the City of Rochester or by other parties not directly under its control.
- C. The time limits set forth in Schedule B may be amended only by mutual written agreement of the Authorized Agents. It is understood that it is the intention of the City to have the services performed under this Agreement carried out as expeditiously as possible.

ART. I, Part 7.REMOVAL OF PERSONNEL

All personnel assigned by the Consultant shall be subject to the approval of the City and be required to cooperate with the City project personnel. In the event that the Consultant's personnel fail to cooperate or perform their assigned tasks in a reasonable manner as determined by the City, the City may require the Consultant to replace such personnel.

ART. I, Part 8.AUTHORIZED AGENT

- A. The City hereby designates:
Holly Barrett, P.E.
City Engineer
City Hall - 300B
30 Church Street
Rochester, New York 14614
- B. The Consultant hereby designates:
Insert Name
Principal In Charge
Insert Address

or an authorized representative in case of absence, as Authorized Agents for the receipt of all notices, demands, invoices, orders, permissions, directions, and other communications pursuant to this Agreement, if dispatched by registered or certified mail, postage prepaid, or delivered personally to the Authorized Agents designated herein.

The parties reserve the right to designate other or additional Authorized Agents upon written notice to the other.

ART. I, Part 9 OWNERSHIP OF DOCUMENTS

A. Documents and Delivery

All original analyses, reports, graphics, estimates, design notes, drawings, specifications and survey maps prepared by the consultant under this Agreement, upon completion of the work required herein, will become the property of the City and shall be delivered to the City's Authorized Agent. The Consultant may provide a complete reproducible set of drawings, specifications, survey maps and all other documents in lieu of the originals.

B. Digital Format

1. Project documents and graphics shall also be submitted in Digital format conforming to the City Digital Standards (as provided by Bureau of Engineering Street Design Division) on CD-ROM or DVD with a transmittal letter and labeled with the following information:

Project Code, Project Name and Project Limits;
Designers Name and Firm Name;
Software and Version;
Disks numbered # of Total # of disks.

A Readme.txt file shall be placed on the #1 disk and include all the label information plus a File Index with a description of each file.

ART. I, Part 10.INSPECTION OF WORK

The authorized representatives of the City, the New York State Department of Transportation, and the Federal Highway Administration shall have the right at all times to inspect the work of the Consultant.

ART. I, Part 11.CONFIDENTIALITY

The Consultant agrees that any and all data, analyses, materials or other information, oral or written, made available to the Consultant with respect to this Agreement, and any and all data, analyses, materials, reports or other information, oral or written, prepared by the Consultant with respect to this Agreement shall, except for information which has been or is publicly available, be treated as confidential; and shall not be utilized, released, published or disclosed by the Consultant at any time for any purpose whatsoever other than to provide consultation or other services to the City.

ART. I, Part 12.ORGANIZATIONAL CONFLICT OF INTEREST

- A. The Consultant warrants that to the best of the Consultant's knowledge and belief, there are not relevant facts or circumstances which could give rise to an

organizational conflict of interest, as herein defined, or that the Consultant has disclosed all such relevant information.

- B. An organizational conflict of interest exists when the Consultant performs or agrees to perform services for another party that could foreseeable implicate the City as a potentially responsible party in an environmental enforcement action or claim against the City or otherwise increase the potential liability of the City.
- C. The Consultant agrees that if an actual or potential organizational conflict of interest is discovered, the Consultant will make a full disclosure as soon as possible in writing to the City. This disclosure shall include a description of actions which the Consultant has taken or proposed to take, after consultation with the City, to avoid, mitigate, or neutralize the actual or potential conflict.
- D. The City may terminate this Agreement in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Consultant was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose it, or misrepresented relevant information to the City, the City may terminate the Agreement, debar the Consultant from contracting with the City, or pursue such other remedies as may be permitted by law or this Agreement. In such event, termination of this Agreement shall be deemed a termination for default pursuant to Section 2.602.
- E. The Consultant further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this Article.

ARTICLE II

ARTICLE II, Part 1. Qualifications, Indemnity and Insurance

Section 2.101 Consultant's Qualifications for Duties, Compliance and Permits

- A. The Consultant hereby agrees that it has, or will have, on its staff and will retain during the performance of this service under this Agreement, all appropriate professional personnel necessary to completely and accurately perform the work and services under this Agreement.
- B. The Consultant further agrees that the design of architectural or engineering features of the work shall be accomplished by professionals licensed to practice in New York State.
- C. The Consultant further agrees to insure that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

Section 2.102 Consultant's Liability

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of this Agreement, where such loss or expense is incurred directly or indirectly by the City, its employees, subcontractors or agents, as a result of the negligent act or omission, breach or fault of the Consultant, its employees, agents or subcontractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall be required to handle or participate in the handling of the portion of the claim for which it may be responsible as a result of this section.

Section 2.103 Professional Liability Insurance

The Consultant shall procure at its own expense professional liability insurance for services to be performed pursuant to this Agreement, insuring the Consultant against malpractice or errors and omissions of the Consultant, in the amount of One Million Dollars. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. The certificate shall contain a thirty (30) day cancellation clause which shall provide that the City shall be notified not less than thirty (30) days prior to the cancellation, assignment or change of the insurance policy. The Consultant shall also give at least thirty (30) days notice to the City of such cancellation, amendment or change, and of any lapse of insurance coverage under this Agreement.

Section 2.104 General Liability Insurance

The Consultant shall obtain at its own expense general liability insurance for protection against claims of personal injury, including death, or damage to property, arising out of the Project. The amount of said insurance coverage shall be in the amount Two Million Dollars if said insurance is a "Defense within Limits" policy under which all claim

expenses are included within both the applicable limit of liability and self-insured retention. Otherwise, the insurance coverage shall be in the amount of One Million Dollars. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an insured and copies of the policy endorsements reflecting the same shall be provided. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. Furthermore, the Consultant shall provide a listing of any and all exclusions under said policy. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least thirty (30) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations or municipal property related to this Agreement.

Section 2.105 Workers' Compensation and Disability Benefits Insurance

This Agreement shall be void and of no effect unless the Consultant shall require all the Consultant's subcontractors to keep insured, during the life of this Agreement, all employees of said subcontractors as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York. In the event the Consultant hires its own employees to do any work called for by this Agreement, then the Consultant agrees to so insure its own employees. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage has been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers' Compensation and/or Disability Benefits coverage is not required by submitting a completed New York State Workers' Compensation Board's form WC/DB-100.

Section 2.106 Copyright or Patent Infringement

The Consultant shall defend actions or claims charging infringement of any copyright or patent by reason of the use of adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom, providing however, that the City within ten days after receipt of any notice of infringement or of summons in any action therefor shall have forwarded the same to the Consultant in writing.

Section 2.107 No Individual Liability

Nothing contained in the Agreement shall be construed as creating any personal liability on the part of any officer or agent of the City.

ARTICLE II, Part 2. Specific Design Restrictions

Section 2.201 Environmental Policy

The City has an obligation to assess the environmental impact of the Project and to prepare any necessary state, federal, and/or local environmental impact statements under the State Environmental Quality Review Act and the national Environmental Protection Act. The City wishes to enhance the environment by minimizing environmental degradation and by maximizing the Project benefits.

The Consultant, therefore, shall assist the City in determining whether environmental

impact statements ("EIS") should be prepared and shall assist the City or the City's Environmental Specialist in preparing any necessary EIS. The Consultant shall not be required to prepare an EIS, unless specifically required by Article I of this Agreement.

ARTICLE II, Part 3. Employment Practices

Section 2.301 Equal Employment Opportunity and MWBE and Workforce Utilization Goals

A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Employment Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of handicap status in admission, or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall agree to comply with State and Federal Equal Opportunity laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

B. Definitions

MINORITY GROUP PERSONS - shall mean a person of Black, Hispanic, Asian, Pacific Islander, American Indian, or Alaskan Native ethnic or racial origin and identity.

C. Compliance

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant agrees that he will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status in the performance of services or programs pursuant to this Agreement, or in employment for the performance of such services or programs, against any person who is qualified and available to perform the work in which the employment relates. The Consultant agrees that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other

forms of compensation, and selection for training, including apprenticeship.

2. The Consultant agrees that its employment practices shall comply with the provisions of Chapter 63 of the Rochester Municipal Code, which restricts inquiries regarding or pertaining to an applicant's prior criminal conviction in any initial employment application.
3. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.
4. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

D. MWBE and Workforce Utilization Goals

The City of Rochester has established a policy to promote the growth and development of Minority and Women Business Enterprises (MWBE) and to improve employment opportunities for minorities and women and has adopted MWBE goals and minority workforce participation goals that apply to public works and professional services consulting agreements with a maximum compensation exceeding \$10,000 pursuant to Ordinance No. 2018-54.

Ordinance No. 2018-54 established the goal that MWBE's receive 30% of the total annual contract awards with aggregate minority and women award goals of 15% each. Ordinance No. 2018-54 further established annual aggregate workforce goals of 20% Minority and 6.9% Women. **The MWBE Officer has determined that the City goals will be replaced by the NYSDOT MWBE goals of 30%, 24% Minorities and 6% for Woman Business Enterprises.**

The Consultant shall submit a workforce staffing plan, which, when reviewed by the City's MWBE Officer, shall be incorporated into this Agreement as Exhibit A, detailing the percentage of the workforce utilized to perform the work of this agreement who will be either minority or women, including both the Consultant's workforce and that of any subcontractors who will be utilized.

Consultant shall submit workforce utilization reports on the City's forms with each invoice or as otherwise requested by the MWBE Officer. The Consultant understands and accepts that the calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the

project. The final determination of a workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.

The Consultant shall submit an MWBE Utilization Plan with respect to any subcontractors or suppliers used to perform the services under this Agreement, which, when approved by the City's MWBE Officer, shall be incorporated into this Agreement as Exhibit B. Consultant shall submit MWBE utilization and subcontractor/supplier payment certification on the City's forms with each invoice or as otherwise requested by the MWBE Officer.

During the term of the Agreement, the Consultant shall notify the City if a change occurs that will result in a significant (5% or more) increase or decrease in the workforce staffing plan and/or MWBE utilization plan goals incorporated as Exhibit A and/or Exhibit B of this Agreement. A revised workforce staffing plan and/or MWBE utilization plan must be approved by the MWBE Officer. Once signed by the Consultant and the MWBE Officer, such revised plan(s) shall be incorporated into the Agreement as an amendment pursuant to Section 2.707.

Consultant's failure to submit MWBE and subcontractor/supplier payment certification forms, if required, and the workforce utilization reports shall constitute a default in the performance of this Agreement. Failure to meet the goals stated in the most recent workforce staffing plan and/or the MWBE utilization plan incorporated into the Agreement may result in disqualification from award of future contracts with the City.

Section 2.302 Title VI of the Civil Rights Act of 1964

The City of Rochester hereby gives public notice that it is Municipality's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Municipality receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Municipality. Any such complaint shall be in writing and filed with the City Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the City at no cost to the complainant, or on the City's website at www.cityofrochester.gov, or by calling (585) 428-6185.

Section 2.303 The MacBride Principles

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride principles. A copy of the MacBride principles is on file in the Office of the Director of Finance.

Section 2.304 Compliance with Labor Laws

The Consultant specifically agrees to comply with the labor law requirements of Articles 8 and 9 of the Labor Law of the State of New York, and, more specifically, with the requirements of Sections 220, 220-a, 220-d and 220-e of the Labor Law. These provisions require the payment of prevailing wages and supplements to, the verification of payment of wages of, and require preference in the employment of New York residents, and prohibit discrimination based on race, creed, color, sex, national origin, or age, and prohibit the permitting or requiring of more than eight hours per day and forty hours per week from laborers, mechanics, or workers on a public works construction project. The foregoing requirements do not generally apply to professional staff, draftsmen, or clerical help or most other employees of an engineer or architect who is performing design, research, or inspection work only. The Consultant shall, however, comply with all state, federal and local non-discrimination and equal employment opportunity laws and rules and will be subject under this Agreement to fines, penalties and contract termination when the City reasonably determines that the Consultant has unlawfully discriminated because of the race, color, creed, national origin, sex or age of any applicant for employment or any employees.

Section 2.305 Living Wage Requirements

A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the "Rochester Living Wage Ordinance", in the event that payments by the City to the Consultant under this Agreement shall exceed fifty thousand dollars (\$50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to more than fifty thousand dollars (\$50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at www.cityofrochester.gov. Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

C. Exemption

This section shall not apply to any of Consultant's employees who are compensated in accordance with the terms of a collective bargaining agreement.

ARTICLE II, Part 4. Operations

Section 2.401 Compliance with Air and Water Acts

The Consultant and any and all subcontractors agree as follows:

- A. The Consultant, and its subcontractors warrant that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. The Consultant promises to comply with all of the requirements of Sections 144 of the Clean Air Act, as amended (47 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to the inspection, monitoring, entry, reports and information as well as all other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A condition for the award of the Agreement is that prompt notice will be given to the City of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA list of Violating Facilities.
- D. The Consultant warrants to the City that it has not been convicted under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

Section 2.402 Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used during the performance of the Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Section 2.403 Lobbying Prohibited

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the Legislature of the State of New York or the Council of the City of Rochester.

Section 2.404 Anti-Kickback Rules

Salaries of employees performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions that are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Consultant shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

Section 2.405 Withholding of Salaries

If, in the performance of this Agreement, there is notice to the City of any underpayment

of salaries by the Consultant or by any subcontractor thereunder, the City shall withhold from the Consultant out of payments due to it an amount sufficient to pay the employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the City for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

Section 2.406 Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because the person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify at any proceeding relating to the labor standards applicable hereunder to that person's employer.

Section 2.407 Status as Independent Contractor

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself in a manner consistent with such status, that it will neither hold itself nor its employees out as, nor claim to be an officer or employee of the City by reason hereof, and that it and its employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.

ARTICLE II, Part 5. Documents

Section 2.501 Patents and Copyrights

The Consultant agrees that, in the event it, or any of its employees' develop any material for which a copyright can be obtained which material was developed as a result of or in connection with the work required pursuant to this Agreement, the City shall own the copyright to any copyrightable material and may, in its discretion, grant a royalty-free, non-exclusive license to use, reproduce and distribute such copyrightable material. The Consultant further agrees that in the event it, or any of its employees, develops any process, machinery or product for which a patent would be obtainable, the Consultant shall provide the necessary information to the City, so that the City can apply for such patent at its own expense. Such patent shall become the property of the City; provided, however, that the City may, in its discretion, may grant to Consultant a royalty-free, non-exclusive license to produce or reproduce such patented product. The benefits of either a patent or a copyright shall also inure to any public agency which finances, in whole or in part, this project and such agency shall receive a royalty-free, non-exclusive license to use, reproduce, manufacture and distribute the product or mater which has been patented or copyrighted.

Section 2.502 Audit

The Consultant agrees to maintain sufficient on-site records and information necessary for the documentation of any and all facets of program operation specified by this Agreement. The Consultant shall maintain all books, documents, papers and other evidence pertinent to the performance of work under this Agreement in accordance with generally acceptable accounting principles, and 40 CFR Part 30 in effect during the term

of this Agreement. The Consultant agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement by authorized representatives of the City and further agrees to provide necessary staff support to the performance of such audit. The Consultant agrees to maintain for a period of six (6) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this Agreement; however, this period shall be extended beyond six years for any and all records and information pertaining to unresolved questions, which have been brought to the Consultant's attention by written notice by the City. The Consultant agrees to furnish to the City data to include but not be limited to, intake records, status change notices, termination notices, and follow-up records. Said reports will be submitted periodically as required by the City.

Section 2.503 Content of Sub-Agreements

The Consultant agrees that all sub-agreements authorized by this Agreement shall be in written form. The Consultant shall require all subcontractors to comply with any of the following sections which may be in this Agreement: "Equal Employment Opportunity; Affirmative Action and Employment of Local Labor; Compliance with Labor Laws; Certifications Regarding Conflicts of Interest; Anti-Kickback Rules; Interest of City and Contractor in Contract." It is the purpose of this section to insure that all Agreements obligate all parties performing work under this Agreement to comply with necessary governmental programs and policies. The City may require the Consultant to submit copies of such sub-agreements to the City. If such copies are not submitted upon request, the City may have the right to withhold any and all payments to the Consultant to those items of work which have not complied with this section.

ARTICLE II, Part 6. Termination

Section 2.601 Termination for Convenience of the City

- A. This Agreement may be terminated by the City in accordance with this section in whole, or from time to time, in part, whenever for any reason, the City shall determine that such termination is in the best interest of the City. Any such termination shall be effective upon written notice to the Consultant. However, no such termination shall relieve the Consultant of any outstanding duties imposed by the Agreement, including the requirement to hold the City harmless and to maintain insurance coverage insuring against loss arising out of the Project.
- B. If the Agreement is so terminated the City may take over the work and services and prosecute the same to completion by contract or otherwise. The Consultant, upon such termination, shall transfer title, and in the manner directed by the City, shall deliver to the City the completed or partially completed, plans, drawings information, other property and records of work being performed, which, if this Agreement had been completed, would be required to be furnished to the City.
- C. After receipt of written notice of termination, the Consultant shall promptly submit to the City its termination claim in a form acceptable to the City. Such claim shall in no event be submitted later than one year from the effective date of termination.
- D. In the event that the parties cannot agree, in whole or in part, as to the amount due by reason of the termination of the Agreement pursuant to this clause, the

City shall pay the Consultant the amount determined as the total of the following:

1. The cost of all work performed prior to the effective date of termination.
2. The cost of settling and paying claims arising out of and as a direct result of the termination;
3. A sum as profit on subdivision 1. above, determined to be fair and reasonable, provided however, that if the Consultant would have sustained a loss on the entire Agreement had it been completed, no profit shall be included or allowed under this subdivision 3., and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss. The total sum to be paid under this section shall not exceed the total price of this Agreement specified hereinabove, reduced by the amount of payments otherwise made, and further secured by the value of work remaining incomplete at the time of the termination of this Agreement.

Section 2.602 Termination for Default

- A. The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or, from time to time, in part, whenever the Consultant shall default in performance of this Agreement in accordance with its terms (including in the term "default" any failure by the Consultant to make progress in the prosecution of the work hereunder which endangers such performance) and shall fail to cure diligently such default within a period of ten days or (or such longer period as the City may allow) after delivery by the City of a notice specifying the default.
- B. If this Agreement is to be terminated, the City may take over the work and services and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby.
- C. The total fee payable shall be such proportionate part of the fee as the value of the actual work completed and delivered bears to the value of the work required or contemplated by this Agreement.
- D. This Agreement may not be so terminated if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant.
- E. If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the Consultant was not in default or that the default was excusable the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Agreement entitled "Termination for the Convenience of the City."
- F. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE II, Part 7. General

Section 2.701 Prohibition Against Assignment

The Consultant agrees that it is prohibited from assigning or otherwise disposing of this Agreement or any of its contents, or of its right, title or interest therein, or of its power to execute such contract to any other person or corporation without the previous consent in writing of the City.

Section 2.702 Compliance with All Laws

The Consultant agrees that during the performance of the work required pursuant to this Agreement, the Consultant, and all employees working under its direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law, and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

Section 2.703 Successors

The City and the Consultant each bind their successors, executors, administrators and assigns in respect of all covenants of this Agreement.

Section 2.704 Interest of City and Consultant in Contract

The City and the Consultant agree that no member, officer, or employee of the City or of the Consultant or assignees agents shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

Section 2.705 Permits, Laws and Taxes

- A. In the event that services performed by the Consultant for the City are subject to taxation under Article 28 of the Tax Law (sales and compensating use tax) the Consultant shall receive from the City the material necessary to obtain a tax exempt certificate upon written request.
- B. The Consultant shall pay all taxes, applicable to the work and materials supplied under this Agreement, it being understood that in no case shall any such tax be borne by the City, except as provided in subparagraph A. above.

Section 2.706 Obligations Limited to Funds Available

The parties specifically agree that the Consultant's duty to perform work under this Agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

Section 2.707 Extent of Agreement

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, Agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent.

Section 2.708 Law and Forum

This Agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this Agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.

Section 2.709 No Waiver

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

Section 2.710 Severability

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day first written above.

THE CITY OF ROCHESTER

BY: _____
Lovely A. Warren, Mayor

CONSULTANT

BY: _____
Name:

STATE OF NEW YORK
COUNTY OF MONROE

On this ____ day of _____, 20__ before me, the subscriber, personally came LOVELY A. WARREN to me known, who being by me duly sworn, did depose and say that she resides in the City of Rochester, that she is the Mayor of the City of Rochester, the municipal corporation described in the above Agreement; that she signed her name thereto by authority of Ordinance No. ____.

Notary Public

STATE OF NEW YORK
COUNTY OF MONROE

On this ____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me 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

SCHEDULE A

FEE SCHEDULE

DRAFT

SCHEDULE B

TIME SCHEDULE

<u>PHASE</u>	<u>Days From Notice to Proceed</u>
Scoping and Design Phases I-IV	xxx days
Advanced Detail Plans (Design Phase V)	xxx days
PS&E (Design Phase VI)	xxx days
Bidding & Award Phase	<u>xxx days</u>
Total	xxx days

Note: The time allowed for each phase includes time for the consultant effort and submission and approval of deliverables.

EXHIBIT A

STAFFING AND FEE ANALYSIS

NYSDOT “Shell iii” Spreadsheets

DRAFT

EXHIBIT B

TECHNICAL ASSUMPTIONS

DRAFT

APPENDIX A

PREVAILING WAGE RATES AND SUPPLEMENTS SCHEDULE

The “Prevailing Wage Schedule” and “List of Employers Ineligible to Bid on or be Awarded any Public Work” for this contract are available on the New York State Department of Labor’s website. They can be accessed by visiting the New York State Department of Labor’s website at <http://wpp.labor.state.ny.us/wpp/doFindProject.do?method=showIt>, and entering the assigned PRC# at the proper location on the website. The PRC# can be found on the PW 200 form which immediately follows this page.

The PRC number for this agreement is: xxxxxxxx

APPENDIX B

STANDARD NEW YORK STATE AND FEDERAL CLAUSES

Section 1. Extra Work

If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this agreement and constitutes extra work, the Consultant shall promptly notify the City's Authorized Agent in writing of this fact prior to beginning any of the work. The City shall be the sole judge as to whether or not such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work the City shall provide extra compensation to the Consultant in a fair and equitable manner. If necessary, an amendatory agreement providing the compensation and describing the work authorized shall be issued by the City to the Consultant for execution after approvals have been obtained from necessary City officials and, if required, from the Federal Highway Administration.

Section 2. Non-Discrimination Requirements.

The Consultant agrees to comply with all applicable Federal, State and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant shall not discriminate against any employee or applicant for employment because of race, creed,

color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Consultant agrees that neither it nor its subconsultants shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Consultant agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Consultant is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all monies due hereunder for a second or subsequent violation.

Section 3. Agreement Executory.

The Consultant specifically agrees that the Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the State or Federal governments beyond the monies available for the purpose.

Section 4. Inspection.

The duly authorized representatives of the State, and on Federally aided projects, representatives of the Federal Highway Administration, shall have the right at all times to inspect the work of the Consultant.

Section 5. Proprietary Rights.

The Consultant agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. However, the Consultant agrees to and does hereby grant to the United States Government and the State of New York a non-exclusive, non-transferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and States and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

Section 6. Certification required by 49 CFR, Part 29.

The signator to this Agreement, being duly sworn, certifies that, except as noted below, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency:

- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years;

- C. does not have a proposed debarment pending; and,

- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Section 7. Certificate required by 40 CFR 1506.58

Section 8. Certification for Federal-Aid Contracts

The prospective participant certifies, by signing this Agreement, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

9. Records Retention

The Consultant shall establish and maintain complete and accurate books, record documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years after final payment is received. The City, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or a mutually agreeable reasonable venue within the State, for the term specified for the purposes of inspection, auditing, and copying.

APPENDIX C

CITY DIGITAL RECORD FILE STANDARD

1. The complete digital record files and the abbreviated digital record file to update the GIS map shall include a transmittal letter and labeled disks or CD-ROM with the following information:

Project Code, Project Name and Project Limits;
Designer's Name and Firm Name;
Software and Version;
Disks numbered # of Total # of disks.

A Readme.txt file shall be placed on the #1 disk and include all the label information plus the following:

File Index with a description of each file;
Layer/Level name and description.

2. The digital file submitted to update the City's GIS map must conform to the following City standards:

File Medium: IBM-formatted CD-ROM;
Software: Microstation, or AutoCAD;
File Formats: DGN, DXF or DWG only.
Files may be self extracting compressed files, if needed.

The abbreviated digital record file shall contain only the features that are newly constructed as part of the project and listed below. All other data shall be deleted from the project's digital design files prior to submission to the City. The abbreviated digital record file shall have the entire project length on one file. The pa, wl, and dr layers shall contain no labels or text. The features shall be on 10 separate layers and indexed for retrieval, as follows:

<u>Layer Name</u>	<u>Definition</u>
pa	New Curb Line - a single line at the edge of pavement; New Gutter - a single line at the edge of pavement, and single line at outside edge of gutter;
wl	New Sidewalks - single line at edges of concrete including outside edges of handicap ramp;
dr	New Driveway Aprons - a single line from outside edge of aprons from pavement line to R.O.W. line;
li	New or Relocated Street Lights - defined as a point;
tr	New Street Trees - defined as a point;
mon	All Control Monumentation (RCS, USC & GS, etc.) within project limits as defined as points;
row	Streetlines (determined by survey methods);
ne	Grid or Grid Tics (100' spacing) with NAD '83 coordinate values labeled on grid;
wm	Water Mains (if constructed as part of the project) - single line for new water main;
sm	Sewer Mains (if constructed as part of the project) - single line for new water main.

APPENDIX D

LIVING WAGE ORDINANCE

THIS SHALL SERVE AS NOTICE TO ALL EMPLOYEES THAT ANY EMPLOYER WHO IS A CONTRACTOR OR SUBCONTRACTOR DIRECTLY INVOLVED IN PROVIDING A SERVICE TO THE CITY OF ROCHESTER PURSUANT TO A SERVICE CONTRACT THAT INVOLVES THE EXPENDITURE BY THE CITY OF AT LEAST \$50,000 DURING THE PERIOD OF ONE YEAR SHALL BE SUBJECT TO THE REQUIREMENTS OF THE **ROCHESTER LIVING WAGE ORDINANCE**. COVERED EMPLOYERS SHALL PAY NO LESS THAN A LIVING WAGE TO THEIR COVERED EMPLOYEES, AS SET FORTH IN SECTION 8A-18 OF THE MUNICIPAL CODE OF THE CITY OF ROCHESTER. SUCH EMPLOYEES SHALL HAVE THE RIGHT TO FILE A COMPLAINT WITH THE CITY IF THEY BELIEVE THAT THEIR EMPLOYER IS NOT COMPLYING WITH THE REQUIREMENTS OF SECTION 8A-18, BY CALLING THE BELOW LISTED TELEPHONE NUMBER. COMPLAINTS MUST BE MADE WITHIN ONE YEAR FROM THE DATE OF VIOLATION AND WILL BE INVESTIGATED PROMPTLY BY THE CITY. ALL COMPLAINTS WILL BE TREATED AS CONFIDENTIAL AND WILL NOT BE DISCLOSED TO THE EMPLOYER WITHOUT THE CONSENT OF THE EMPLOYEE, EXCEPT WHEN REQUIRED TO ACCESS INFORMATION NECESSARY TO INVESTIGATE THE COMPLAINT.

TELEPHONE NO. 428-6860

EXHIBIT A:

**MWBE PARTICIPATION
PLAN FORMS**

**CITY OF ROCHESTER
(NYSDOT GOALS)
FORM P – PROPOSED MWBE UTILIZATION PLAN
PROFESSIONAL SERVICES & CONSULTING**

RFP Title: _____

Name of Respondent: _____

As the consultant responding to the request for proposals referenced above, I understand that this project has MWBE participation goals.

Check one: _____ I **WILL** meet the 30% aggregate MWBE goals split between 24% M and 6% W

_____ I **WILL NOT** be able to meet the 30% aggregate MWBE goals split between 24% M and 6% W

Check if true: _____ My company is a state certified MWBE company, therefore I will meet the aggregate goal.

Subcontractors I will use to meet the MWBE goals. List any subcontractors you will use even if only partially meeting the goals. (Attach additional pages if needed)

		Check Category: __ M __ W
Name of Company	Contact	

	Percentage of Contract: __ %
Description of Work	

.....

		Check Category: __ M __ W
Name of Company	Contact	

	Percentage of Contract: __ %
Description of Work	

.....

If you cannot meet the MWBE goals, you must submit an explanation why. Include potential subcontractors you contacted to work on this contract.

Your name (printed)

Signature

Date

City of Rochester
Form P – Proposed Workforce Utilization Staffing Plan
Workforce Staffing Utilization Plan for Professional Services Contracting

Submit per Instructions on Page 2

Contract No.:	Project Location:	Report includes Prime Contractor/Subcontractors: <input type="checkbox"/> Work force utilized on this contract <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor
Contract Name:		
Company Name:		
Invoice Number:	Invoice Date:	

Enter the total number of employees for each classification in each of the Job Categories identified

Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)	
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Temporary/Apprentices																	
Other (specify)																	
Totals																	

PREPARED BY (Signature):

NAME:

TELEPHONE:

TITLE:

EMAIL:

DATE:

City of Rochester
Form P – Proposed Workforce Utilization Staffing Plan
Workforce Staffing Utilization Plan for Professional Services Contracting

General Instructions: This form may be submitted with your proposal to identify how you plan to meet the workforce goals. Prior to contract award, the final version of this form will be required to be completed and submitted by the selected contractor and any proposed subcontractors. The submitted plan will be incorporated into the contract.

Instructions:

1. Enter the RFP name that this plan applies to along with the name and address of your company or organization.
2. Check off the appropriate box to indicate if the Contractor completing the plan is the Contractor or a subcontractor.
3. Enter the total work force by job category.
4. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
5. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'.
6. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
7. Enter the name and contact details of the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION:

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES:

- **GENDER** Male or Female