

REQUEST FOR PROPOSALS FOR:

Bull's Head Revitalization Project

**West Main Street Intersections with
Brown Street / Genesee Street and
Chili Avenue / West Avenue / York Street
Includes Surrounding Streets and Redevelopment Areas**

**City Project No. 23124
Locally Funded – Design
Federally Funded – Construction and RPR
NYSDOT PIN No. 4CR019**



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

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

**Street Design
City Hall, 30 Church Street, Room 300B
Rochester, New York 14614**

TABLE OF CONTENTS

1.0 General Information

- Project Location Map
- Project Title, Limits and Information
- Project Timetable
- Submission Delivery Information
- Communications
- Pre-Proposal Meeting
- Preliminary Construction Budget
- General

2.0 Project Overview

- Project Background and Details

3.0 Draft Scope of Services

- Overview

4.0 Proposal Requirements

- Overview
- Proposal Evaluation Criteria
- Basic Services Fee / Hours
- Eligibility Qualifications and Requirements

5.0 City Provisions

- Living Wage Requirements
- Local Preference
- MWBE and Workforce Goals (for Professional Service Agreements)
- MWBE and Workforce Reporting (for Professional Service Agreements)
- Other Criteria

ATTACHMENTS

Several reports and documents related to the Project are available at the following websites:

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

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

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

<https://www.cityofrochester.gov/Rochester2034/>

Existing Environmental and Subsurface Conditions Reports:

<https://webform.dayenvironmental.com/roc/exhibitj.html>

Appendix A: Initial Project Proposal (IPP)

Appendix B: Bull's Head Revitalization Timeline

Exhibit A: Draft City of Rochester – MWBE Form A – MWBE Utilization Plan – Professional Consultant Services (Draft to be completed and returned)

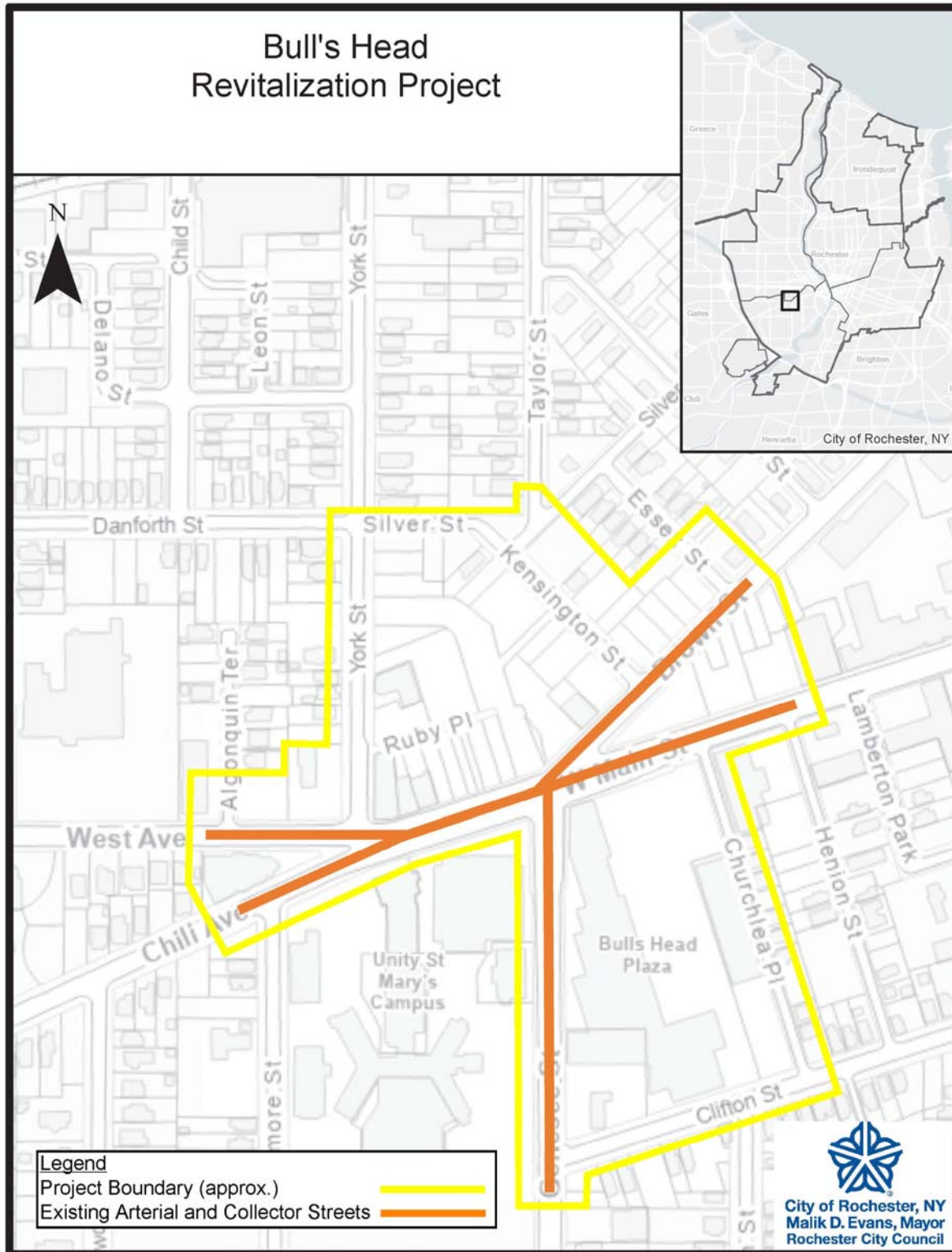
Exhibit B: Draft City of Rochester – Workforce Staffing Plan Form (Draft to be completed and returned)

Exhibit C: Consultant Information Form (To be completed and returned)

Exhibit D: Draft Agreement for Professional Services

1.0 GENERAL INFORMATION

PROJECT LOCATION MAP:



<u>PROJECT TITLE:</u>	Bull's Head Revitalization Project
<u>PROJECT LIMITS:</u>	West Main Street intersections with Brown Street / Genesee Street and Chili Avenue / West Avenue / York Street. Includes surrounding streets and proposed street segments in redevelopment areas north and south of West Main Street.
<u>PROJECT INFORMATION:</u>	This project includes design and preparation of engineering reports for improvements to multiple streets in the City of Rochester. Design services will be 100% locally funded and construction and RPR will be funded with local and federal funds. This RFP is for <u>preliminary design services only</u> . Coordination with the 2024 State Touring Route M&R Project is required, as it will evaluate a road diet on West Main Street from Churchlea Place to West Broad Street.

For an electronic version of this proposal, please go to the following web site:

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

PROJECT TIMETABLE:

It is anticipated that the design will commence in April 2023, based on this projection, schedule is as follows:

• RFP Release	October 24, 2022
• Pre-Proposal Meeting	November 1, 2022
• Deadline for Questions	November 17, 2022 at 1:00 pm
• Response for Questions Submitted	November 18, 2022
• Proposals Due	December 2, 2022 at 4:00 pm
• Consultant Selection & Award Notification	December 2022 – March 2023
• City Council Approval of Agreement with Consultant	March 2023
• Agreement Start Date	April 2023

Design and construction timetable:

Preliminary Design

• Notice to Proceed	April 2023
• Final Design Report and 30% Plans	Spring 2024
• Design Approval	Spring 2024

Final Design and Construction Phase NOT INCLUDED

• 50% Plans	Fall 2024
• 90% Plans (ADP)	Spring 2025
• 100% Plans (PS&E)	Summer 2025
• ROW Clearance and Construction Authorization	September 2025
• Bid Phase & Award	October 2025 – February 2026
• Construction Phase Services: (excluding as-built preparation)	March 2026 – November 2027

A Professional Services Agreement (PSA) for preliminary design services only resulting from this RFP shall commence on the agreement start date. Final Design and Construction Support services **ARE NOT** included, however it is anticipated that an amendment to the PSA will add these services prior to the completion of preliminary design. Therefore, the term of the agreement shall extend until three (3) months after the completion of a two (2) year guarantee inspection of the project.

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

SUBMISSION DELIVERY INFORMATION:

Five (5) proposal hard-copies and one (1) electronic proposal (preferably via USB storage device). Proposals must be postmarked or received no later than the **Proposals Due Date and Time** listed above to:

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

City of Rochester, Department of Environmental Services
Bureau of Architecture & Engineering
City Hall, 30 Church Street, Room 300B
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, otherwise known as "Respondents", shall be sent, in writing, to the listed City staff person(s) below. This shall include 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:

Primary Contacts:

Lisa Reyes (Project Manager)
lisa.reyes@cityofrochester.gov

Secondary Contact:

Dominic Fekete, PE
dominic.fekete@cityofrochester.gov

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 email to the City Contact(s) by the question deadline stated above. Questions and the responding answers will be sent via email to all Respondents who have provided an email address to the City Contact and will be posted on the City's web page for 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 email to Respondents who have provided an email address to the City Contact(s) and will be posted on the City's website for this RFP.

The City's failure to provide timely responses to RFP questions and updated information shall not delay or invalidate the City's right to make a decision to award an agreement pursuant to this RFP.

PRE-PROPOSAL MEETING:

In order to provide the City with an opportunity to discuss the RFP and Respondents with an opportunity to ask questions and clarify the RFP, a pre-proposal meeting will be held as follows:

Date: November 1, 2022

Time: 1:30 pm

Location: Zoom Video Conference

Zoom Link: <https://cityofrochester.zoom.us/j/6799159099?pwd=VldqbVFQOXFpbm9uSURFaVdybERSZz09>

Meeting ID: 679 915 9099

Passcode: 23124

Dial-in only: (646) 558-8656 (New York), (888) 788-0099 (Toll-free)

There is no requirement to attend the pre-proposal meeting and no obligation by the City to provide information from the meeting to parties who fail to attend.

PRELIMINARY CONSTRUCTION BUDGET:

The preliminary construction budget (including RPR) is approximately **\$12,800,000**.

GENERAL:

- 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. The decision will be based on qualifications and compliance with the requirements of this RFP. 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 email) to the project contacts, listed above. All questions and City responses will be shared with all who have indicated intent to submit a proposal and have provided an email address.

2.0 PROJECT OVERVIEW

PROJECT BACKGROUND AND DETAILS:

The project involves improvements and reconfiguration to transportation infrastructure throughout the targeted development area centered on West Main, Genesee, and Brown Streets in the city of Rochester (see Project Location Map and attached Vision Plan map). This includes reconfiguration of West Main/Genesee/Brown Streets and Chili Avenue/West Avenue/West Main Street/York Street intersections to correct numerous operational and safety issues, address equity concerns affecting disadvantaged and vulnerable populations in the neighborhood and promote reinvestment in adjacent existing and new development parcels. The improvements, conceptually shown in the Vision Plan map, would include extension of Genesee Street to the north of West Main Street and realignment of Brown Street, converging at a new intersection, and realignment of Chili Avenue and vehicular termination of York Street where they converge with West Main Street and West Avenue. Other improvements would include utilizing a ‘complete streets’ approach throughout streets within the targeted development area to better integrate pedestrians into a safer and more efficient multi-modal transportation network. This would include, where applicable and appropriate, reducing the number of travel lanes, reducing the length of crosswalks, adding curb extensions (a.k.a. bump outs), adding protected bicycle lanes and cycle-tracks, increasing sidewalk widths and public space accommodations, and increasing size of buffer zones (a.k.a. tree-lawns) between pedestrians and moving vehicles. These improvements would result in improved safety for all users/modes and provide enhanced facilities and accommodations for bicyclists and pedestrians among other benefits.

As identified in the City’s 2018 Transit Supportive Corridors Study, as part of the Rochester 2034 Comprehensive Plan, the West Main Street, Chili Avenue, and Genesee Street transit supportive focused corridors would benefit from transit supportive development enhanced by transit amenities such as shelters, seating, information kiosks, lighting, and garbage/recycling receptacles. The project will strive to incorporate these types of transit amenities while improving and/or expanding pedestrian and bicycle connections to transit stops in the neighborhood. The project may also include opportunities for improvements to the existing transit stops located on West Main Street at Brown and Genesee Streets where numerous transit routes converge. New mixed-use development, designed to be transit supportive, will further enhance transit use and connectivity within and outside Bull’s Head.

The project, as shown on the Vision Plan map, will improve upon and create additional pedestrian infrastructure and public spaces that will enhance public safety and connectivity within Bull’s Head, connecting to the broader pedestrian network outside the area. Moreover, the proposed street modifications should address overly wide and skewed crosswalks to provide safer pedestrian circulation.

When developed as part of the Bull’s Head planning process, the Vision Plan map, in part, utilized the TIS analysis supported by the National Association of City Transportation Officials (NACTO) Urban Street Design Guide to optimize efficient circulation and movement of trucks through the new intersection of Brown and Genesee Streets and minimize queuing. Other goods movement-supportive design elements included incorporation of on-street parking, some of which could be used for loading and unloading of goods for deliveries to new businesses.

The City is seeking the services of a Consultant to provide design elements to implement the Project. The proposal shall address each of the requested services, using the same language, including any paragraph or section numbers or letters as used in the RFP. The project includes, but is not limited to the work items, requirements and improvements generally identified below.

Survey and Topographic Map

The Consultant will provide the terrain data required for the design by means of a topographic field survey. The topographic survey shall locate all prominent features within the project limits and all above ground infrastructure and utilities.

A 2019 survey and topographic map of the project area was partially completed and will be provided to the Consultant as supplemental information. The files were created with AutoCAD software with no DTM generated from Bentley processing.

Software Requirements

All project CAD files shall be completed using Bentley Systems MicroStation and InRoads Software.

ROW Acquisitions

There is a need to acquire additional property to construct the proposed improvements. The Consultant will also evaluate the need for grading releases.

Street Improvements

This project includes new street construction, and street reconstruction, rehabilitation and milling and resurfacing of various streets, which typically consists of the following street improvements, at a minimum:

- Milling and resurfacing with spot deep milling and pavement base repair
- New full-depth pavement
- New granite stone curbs with underdrain
- New driveway aprons
- New sidewalks
- Spot curb and sidewalk replacement
- Pavement width changes
- Sidewalk extensions for RTS bus stops
- Potential for curb modifications including bump outs
- Upgrades to curb ramps to meet current ADA standards
- Driveway curb cut closures to vacant lots (coordinated with DES Permits and Zoning)
- Gateway, landscape and beautification features
- Improved transit features and structures

Street Lighting

Street lighting improvements are to be determined during the preliminary and final design phases and coordinated with City Street Lighting Division.

City Fiber Optic Conduit

City-owned fiber conduit and hand holes may be installed within the project limits for future fiber optic communication and will be determined during the preliminary and final design phases.

Traffic Feature Improvements

It is anticipated that new traffic signals, pavement markings, signs and traffic signal loops and/or cameras will be installed and/or replaced within the project limits. Additional traffic safety improvements are to be determined during the preliminary design phase and coordinated with Monroe County Department of Transportation (through close coordination with the City's Project Manager).

Complete Streets Improvements

The City of Rochester Complete Streets Policy shall be evaluated where appropriate. The evaluation shall include, but not be limited to, extending or adding bicycle facilities where feasible, installing or improving pedestrian transit stops, providing pedestrian friendly sidewalks and tree-lawn buffer zones, and curb bump outs to improve street crossing distances and pedestrian safety.

Streetscape

Streetscape improvements are to be determined during the preliminary and final design phases.

Railroads

Railroad coordination is not anticipated as there are no railroad crossings within the project limits.

Water Improvements

Water improvements are anticipated for these streets and will be determined during the preliminary and final design phase. Water improvements may include but are not limited to the following:

- Design of new water mains requiring Monroe County Health Department approval
- The abandonment and/or replacement of existing water mains
- Replacement of lead and galvanized water services
- Installation of anodes
- Hydrant installations and replacements
- Water service abandonments and removals
- Adjustments of existing water valve covers and appurtenances
- Cement and mortar lining of water mains

Some water work may be completed by the Water Bureau in advance of this project and will be determined during the preliminary and final design phases. Coordination with the Rochester Water Bureau is required (through close coordination with the City's Project Manager).

Sewer Improvements

Design of new sewer main extensions and the installation of new catch basins and manholes will be required. Adjustment and/or replacement of catch basin frame and grates and manhole frame and covers are anticipated and will require concrete collars. Coordination with Monroe County Pure Waters (MCPW) is required (through close coordination with the City's Project Manager). MCPW shall evaluate all existing capstone catch basins for replacement. Any other sewer upgrades are to be determined during the preliminary and final design phases based on coordination with MCPW.

Areaways

There is a greater potential of areaway and window well conflicts in the city. Initial evaluation will be required of the City's consultant representative in accordance with the City's Areaway Policy and Procedures established by City Council in 1981 before proceeding with sidewalk, curb replacement or other excavation during construction. Early detection of potential conflicts will be necessary. Owners of areaways within the project limits are required to either abandon (fill in) or bring their areaways into compliance with the City's Areaway Policy and Procedures. The Consultant shall research the number, location, and owner of properties with areaways, window wells, window grates and any other structures within or adjacent to the ROW of the project area. The research includes, but is not be limited to, review of the City's Master Areaway Inventory, compilation of a list of property owners, visual field survey that includes contact with areaway property owners to enter the premises for an analysis of the areaway, and preparation of an areaway appraisal report.

Environmental Review

An extensive and involved environmental cleanup effort is currently underway within the project area. A review of all past, present and forthcoming environmental reports and analyses will be required. Refer to the "Existing Environmental and Subsurface Conditions Reports" link provided above under "Attachments". Consultant shall assess and provide a final determination of the state (SEQR) and federal (NEPA) environmental classifications and perform any other environmental evaluations needed to meet the requirements of the NYSDOT PDM Chapter 7 and any other required references. The Consultant should assume completing SEQR and NEPA reviews that extend beyond actions solely attributed to streets and that include at minimum, conceptual level mixed-use development buildout and associated capacities for relevant review factors.

Proposed Development Site Coordination

The project, located within an approximate 12-acre development site, will require close design coordination through the City on various aspects of redevelopment, including, among others, streets and other project stakeholders. At minimum, design coordination meetings, site-specific utility coordination and ROW needs assessments will be required.

Public Involvement

Public meetings, including stakeholder meetings and project advisory meetings, will be required for projects that include, but are not limited to, the following: street rehabilitation projects, street reconstruction projects, new street construction, alignment changes, pavement width changes, addition of curb bump outs, lane reductions (road diet), changes in the direction of traffic flow, removal/introduction of parking, parking regulation changes, installation of bike lanes, etc.

3.0 DRAFT SCOPE OF SERVICES

OVERVIEW:

The Consultant being selected through this Request for Proposals process will enter into an agreement with the City to provide civil engineering design services related to the Project. The Consultant shall meet all standards and codes used in engineering design services as required, including but not limited to the following:

- Preliminary Design
- Environmental Assessments and Reviews
- Community/Public Outreach
- Engineers' Design Report

Resident Project Representation (RPR) services are not included. RPR staffing needs and resumes should not be included in the Respondents proposal.

A Draft Professional Services Agreement (PSA) has been included within Exhibit D of this document.

4.0 PROPOSAL REQUIREMENTS

OVERVIEW:

Proposals must be postmarked or received no later than **December 2, 2022 at 4:00 p.m.** 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 the proposal shall be deemed authorization for the City to contact Respondent's references. Evaluation of the proposal will be conducted by the City based on information provided in the Respondent's proposal 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 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, goals and minority workforce goals).

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 Respondents, or to execute a Professional Services Agreement 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.

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 proposal and negotiate with Consultants to serve the City's best interest.

PROPOSAL EVALUATION CRITERIA:

The RFP is designed to facilitate the evaluation and selection of a Consultant that is best able to achieve the City's objectives. The response to each section shall be clearly indicated and addressed or an explanation provided for why the Respondent is not submitting a proposal for a specific section or requirement of the RFP. Proposals must be succinct, contain a table of contents and all pages must be numbered. **In no case shall specified page maximums in any section be exceeded.** All Sections of the proposal must contain tabs. 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).**

Respondents should understand that the City's MWBE and Workforce Goals and Reporting applies to and will be incorporated into any agreement resulting from proposals submitted for this RFP.

This RFP is for preliminary design services only, though, the Respondents should assume that the PSA will be amended to include Final Design and Construction Support services. Therefore, Respondents should highlight their experience and expertise associated with all design services.

The Technical Proposal (with Transmittal letter) shall address the following at a minimum:

Firm Qualifications (10% Score – 2 pages max.)

1) Firm and Subconsultant Identification & Qualifications:

A brief description of the firm including the local office location, number of local employees, and disciplines that are available locally relevant to this project. Provide a statement indicating that the firm is qualified to perform the services identified in this RFP. Identify the subconsultants that will be utilized on the project, including primary tasks they will be responsible for. Include a statement of the firm's ability to meet the proposed project schedule as it relates to the firm's workload over the life of the project.

2) Relevant Firm and Subconsultant(s) Experience: Include three (3) recent projects the Consultant and the subconsultant(s) has provided services **relevant** to those required herein.

The list should include project name, project type, client name, the specific dates when work was performed and the type of work services performed.

- 3) MWBE and Workforce Goals: Respondents shall provide the following statements:
 - a. Whether or not the Respondent is a New York State certified MWBE. Refer to Section 5.0 City Provisions for City preferences.
 - b. Whether or not the Respondent will use New York State certified MWBE subcontractors and what percentage of the total contract amount will be performed by said MWBE subcontractors. (Note – if the Respondent is a New York State certified MWBE, they will not receive bonus weighting points by stating that they are self-fulfilling this requirement.)
 - c. The total percentage of the project team workforce that will be utilized to perform the work of this contract who will be either Minority (M) or Women (W), including both the Respondent’s workforce and that of any subcontractors who will be utilized. (Note – The Respondent’s workforce percentages shall be provided for the entire project team.)
- 4) MWBE Form A (MWBE Utilization Plan): This form shall be submitted as part of the proposal regardless of percentages or whether goals are met. The draft form can be found in **Exhibit A** of this RFP and shall be completed with the anticipated percentage of total contract column filled out and shall be ***included in an appendix*** in the Respondent’s proposal.
- 5) Professional Consultant Services Workforce Staffing Plan Form: This form must be submitted for all consultants within the project team and in addition a single form that combines all personnel onto a single form. These draft forms can be found in **Exhibit B** of this RFP and shall be ***included in an appendix*** in the Respondent’s proposal.
- 6) Consultant Information Form (CIF): This form must be filled out by the prime consultant only to verify that the prime consultant information listed on New York State Department of State database is correct and provide local contact information. Subconsultants do not need to complete this form. This form can be found in **Exhibit C** of this RFP and shall be ***included in an appendix*** in the respondent’s proposal.

Technical Proposal (40% score – 4 pages max., excluding Project Map(s))

- 1) Project Understanding and Technical Approach: Communicate an in-depth understanding of the project scope and unique technical approach for all services to be provided, including all multi-disciplinary engineering (e.g. transportation, traffic, landscape architecture, lighting, drainage, utilities, geotechnical, etc.) as applicable. Highlight experience with urban street design, 3D roadway modeling, ADA compliance, LAFAP/LPM, SEQR and NEPA Review, Complete Streets and the City’s general project policies and procedures.
- 2) Project Map: Provide a single 11”x17” map of the project corridor showcasing your understanding of the project.

Project Team Qualifications (50% score)

- 1) Project Team (1 pages max.): Identify the **key** project team members by name and specific responsibilities on the project. This section should showcase, as applicable, **key** project team

members' relevant experience with urban street design, 3D roadway modeling, ADA compliance, LAFAP/LPM, SEQR and NEPA Review, and Complete Streets as well as familiarity with the City's general project policies and procedures.

- 2) Organizational Chart (1 page max.): Provide a single page 8.5"x11" detailed Organizational Chart identifying the key project team members, including subconsultant(s), and their specific responsibilities on the project.
- 3) Team Resumes (1 page per team member): Include for all **key** project team members a list of relevant projects only, with summaries of the work they specifically performed and approximate dates when work was performed. Team resumes should showcase relevant experience as it relates to this project.

BASIC SERVICES FEE / HOURS:

The proposal **SHALL NOT** include any proposed design fees, however the City does require that the proposal include the proposed staff and specific staff assignments. **The information provided shall 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.**

A table/spreadsheet shall be provided with an itemized breakdown of estimated personnel hours for all staff assigned to the project (including both the prime consultant and all subconsultants) for each task included in the **Preliminary Design phase only**.

Final Design and Construction Support services **ARE NOT** included, however it is anticipated that an amendment to the PSA will add these services prior to the commencement of preliminary design.

A summary page shall be included to summarize the total hours of the prime consultant and any proposed subcontractors. This table/spreadsheet and summary page as well as a list of direct reimbursable expenses shall be provided as an appendix of the Respondent's proposal.

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, subconsultant costs, total project cost summaries and technical assumptions.

ELIGIBILITY QUALIFICATIONS AND REQUIREMENTS:

The City of Rochester requires that all firms 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 firms, 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:

The **selected consultant** will be required to comply with Rochester Living Wage requirements. 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.

LOCAL PREFERENCE:

The City favors contracting with firms located in the City of Rochester and a preference will be given to Consultants located in the City, through an additional weighting of 10%. Non-local firms may wish to consider partnerships or other collaborative arrangements with local firms as a strategy to address this criterion.

Responding Company	Weighted Awarded
Firms who respond directly to this proposal and are located within the City of Rochester	10%

MWBE AND WORKFORCE GOALS (for Professional Services Agreements):

The City of Rochester desires to encourage minority and women owned (MWBE) businesses to participate in opportunities to enter into PSAs with the City and to encourage minorities and women in the workforce. Pursuant to Ordinance No. 2018-54, the City has a goal that 30% of the aggregate annual contract awards for professional service contracts over \$10,000 be awarded to minorities (M) (15%) and women (W) (15%). The City has also established minority workforce goals of 20% M and 6.9% W for professional services consulting contracts. For more information please see <http://www.cityofrochester.gov/mwbe>.

Respondents shall be awarded MWBE bonus weighting as follows:

1. The City will give preference to Consultants who are New York State certified MWBEs. Consultants who meet this requirement shall receive **an additional weighting of 10%**.
2. The City will give preference to Consultants who utilize state certified MWBE subconsultants with bona fide offices and operations in the Empire State Development Finger Lakes Region, which includes the following counties: Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates. State-certified MWBEs from outside the Region may be counted if there are insufficient businesses in the Region to perform the specialized work or consulting services required. If one or more MWBE subcontractors will perform 10% to 20% of the work of the contract – measured as either a percent of the total contract amount or as a percent of the total full-time-equivalent labor hours budgeted for this project, the Consultant shall receive **an additional weighting of 5%**. If MWBE subconsultants will perform more than 20% of the work of the contract, the Consultant shall receive an **additional weighting of 10%**. **(Note – if the Respondent is a New York State certified**

MWBE, they will not receive bonus weighting points by stating that they are self-fulfilling this requirement.)

3. Respondents shall provide sufficient documentation with their proposal to support the additional preference weighting as an MWBE Consultant or for use of MWBE subconsultants. If one or more MWBE subconsultants are proposed, they must be named and the size of the subcontract identified. If selected, the Respondent shall submit an MWBE Utilization Plan on the City's form for approval by the MWBE Officer. Once approved, the Utilization Plan shall be incorporated into the PSA.

If the total amount of a PSA is increased by 5% or more at any time during the term of the PSA, the Consultant shall submit a revised MWBE Utilization Plan for approval by the MWBE Officer. The MWBE Officer may also issue a revised MWBE Utilization Plan for unforeseen changes in the availability of MWBE subconsultants during the term of the PSA.

4. The City will give preference to Consultants who meet or exceed the City's workforce goals, which are: 20% M and 6.9% W. Consultants who demonstrate that the project team workforce that will be utilized to perform the work of this contract, including both the Respondent's workforce and that of any subcontractors who will be utilized, that meets or exceeds these goals shall receive an **additional weighting of 10%**. (Note – The final workforce percentages shall be provided for the entire project team.) If selected, the Respondent shall submit a final Workforce Staffing Plan on the City's Form for review by the MWBE Officer. Once reviewed, the Workforce Staffing Plan shall be incorporated into the PSA. 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.
5. If selected, the Respondent shall provide a MWBE utilization and subconsultant/supplier payment certification and/or workforce utilization reports on the City's forms. These reports shall be submitted with each invoice or as otherwise requested by the MWBE Officer.
6. A failure to submit the required subconsultant/supplier payment certification and/or workforce utilization reports shall constitute a default in the performance of the Agreement subject to potential termination for default by the City. In addition, if the selected Respondent fails to meet the most recent MWBE Utilization Plan and/or Workforce Staffing Plan, for which additional weight was awarded by the end of the PSA, such failure may result in disqualification from award of future contracts with the City.

7. Summary of additional evaluation weighting points for MWBE and Workforce Goals:

Category of Additional Evaluation Points	Additional Weighted Award
Respondent is New York State Certified MWBE	10%
Utilize MWBE Subconsultants for 10-20% of work	5%
Utilize MWBE Subconsultants for more than 20% of work	10%
Meet or exceed workforce goals of 20% M and 6.9% W	10%

MWBE AND WORKFORCE REPORTING (for Professional Services Agreements):

The **selected Consultant** will be required to submit a workforce utilization staffing plan for meeting the workforce goals, and an MWBE utilization plan, on forms designated by the City under Professional Service Agreement. The consultant may be required to file City provided forms quarterly, or as otherwise required by the City, to verify that MWBE goals and minority workforce goals for a specified task or project are achieved. Examples of all forms are on the City's web site at: <http://www.cityofrochester.gov/mwbe/>

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.

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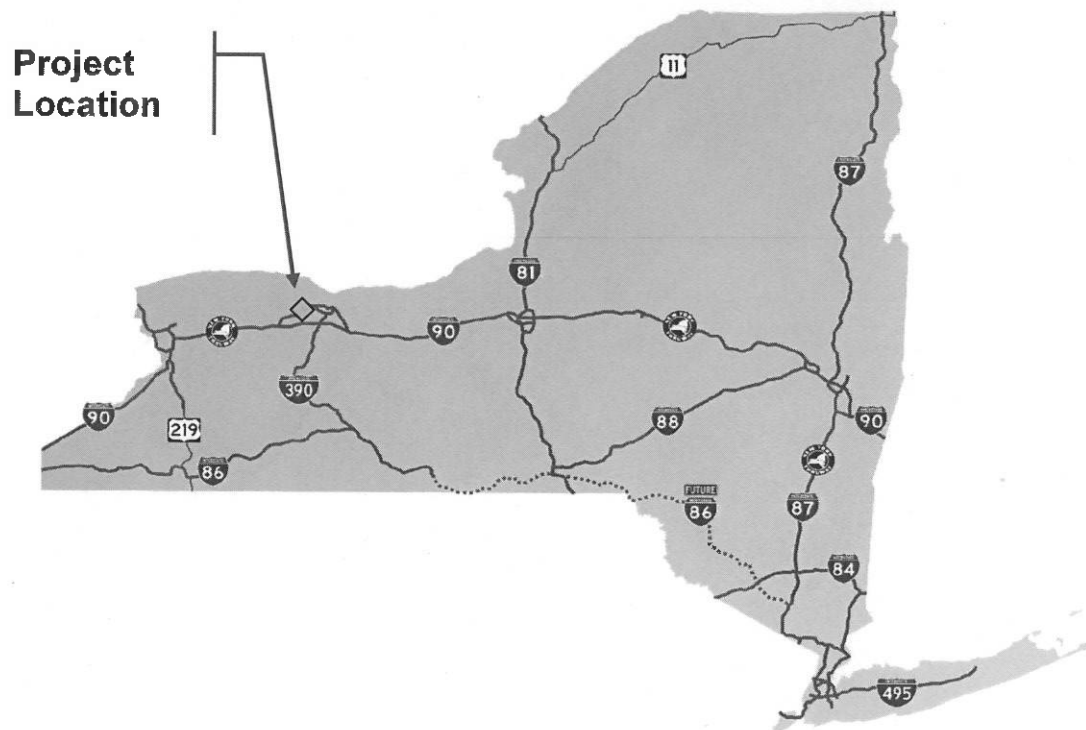
Transportation Project Report

Initial Project Proposal

October 2022

October 2022

Bull's Head Revitalization Project
Project Identification Number (PIN): 4CR0.19
City of Rochester
Monroe County

Department of
Transportation

**U.S. Department of Transportation
Federal Highway Administration**

Initial Project Proposal Form / 4CR0.19 – Bull's Head Revitalization Project

Form Report, date prepared **September 21, 2022**

PROPOSED PROJECT DETAIL

PIN

4CR0.19

TIP Number

H23-19-MN1

Proposed Project Title

Bull's Head Revitalization Project

County

Monroe

Municipality

City of Rochester

Project Type

Reconstruction and New Construction

Consultant Involvement

Yes

Target Letting Date

November 2025

Project Description

This project involves improvements and reconfiguration to transportation infrastructure throughout the targeted development area centered on West Main, Genesee, and Brown Streets in the City of Rochester, Monroe County.

This includes reconfiguration of West Main/Genesee/Brown Streets and Chili Avenue/West Avenue/West Main Street/York Street intersections to correct numerous operational and safety issues, address equity concerns affecting disadvantaged and vulnerable populations in the neighborhood and promote reinvestment in adjacent existing and new development parcels.

Public Friendly Description

This project involves improvements and reconfiguration to transportation infrastructure throughout the targeted development area centered on West Main, Genesee, and Brown Streets in the City of Rochester.

Regional Local Project Liaison

Karlee Danek

Responsible Organization

Responsible Organization:	City of Rochester
----------------------------------	-------------------

Scope of Work

#	Scope of Work	Scope of Work Percentage	Asset Team-Specific Cost Share \$
1	Pavement: Reconstruction, Asphalt/Overlay	86	\$9,373,600
2	Bike/Pedestrian Improvements	14	\$1,525,000

Cost Categories

#	Cost Category	Planned Level Budget Estimated
1	SCOPING*	\$10,200
2	PRELIMINARY DESIGN*	\$670,100
3	DETAILED DESIGN*	\$1,025,800
4	RIGHT-OF-WAY INCIDENTALS*	\$30,600
5	RIGHT-OF-WAY ACQUISITIONS*	\$46,800
6	CONSTRUCTION**	\$10,898,600
7	CONSTRUCTION INSPECTION**	\$1,961,600

*Engineering and ROW phases are 100% locally funded

**Includes C NPS of \$2,971,400 and CI NPS of \$534,800

Total Planned Level Budget Estimated

\$14,643,700

Accomplishments - Current Planned

#	Description	Unit Description	Qty
1	Intersection Reconstruction	LN MI	1.52

Project Specific Issues

Close coordination with the private development team will be required throughout all phases of design to provide proper grades and incorporate new utilities to each development site.

State Wide Significance?

No

Anticipated State Environmental Classification

SEQR Non-Type II (EA)

Anticipated Federal Environmental Classification

NEPA Class III (EA)

Governor Program

N/A

LOCATION**GIS Landing**

Road Name	Begin Milepoint	End Milepoint	Total Lane Miles	Total Centerline Miles
MAIN ST WEST, WEST AVE	15.917	15.986	0.28	0.07
CHILI AVE	16.783	16.846	0.13	0.06
GENESEE ST	1.827	1.977	0.30	0.15
BROWN ST	0.000	0.102	0.20	0.10
MAIN ST WEST	15.987	16.140	0.61	0.15

Structures

#	Structure Type	Structure ID Number	On National Highway System?	On State Highway System?	On Federal Aid System

County

County

Monroe

Congressional District

Congressional District

25

State Senate District

State Senate District

13

State Assembly District

State Assembly District

56

PROJECT SCHEDULE

P6 Activity ID	P6 Activity Name	P6 Approved Baseline (BL)
099	IPP APPROVED	October 2022
289	DESIGN APPROVAL GRANTED	May 2024
359	ADP COMPLETED	May 2025
379	PS&E SUBMITTED	August 2025
386	ADVERTISEMENT	October 2025
389	LETTING HELD	November 2025
719	CONTRACT AWARDED	January 2026
739	CONTRACTOR'S FIRST DAY OF WORK	March 2026
749	SUBSTANTIAL COMPLETION	November 2027
779	CONTRACT COMPLETION DATE	December 2027

Project Delivery Method: Design-Bid-Build Low Bid

ATTACHMENTS

The following Checklist(s) will be completed during preliminary design:

- ☒ Federal Environmental Approvals Worksheet (FEAW)
- ☒ Social, Economic and Environmental Resources Checklist
- ☒ Capital Projects Complete Streets Checklist
- ☒ Smart Growth Checklist

PROJECT APPROVAL

RPPM Approval By

Joel Kleinberg

Date RPPM Approval

10/20/2022

Regional Director Approval

C. J. R.

Date of Regional Director Approval

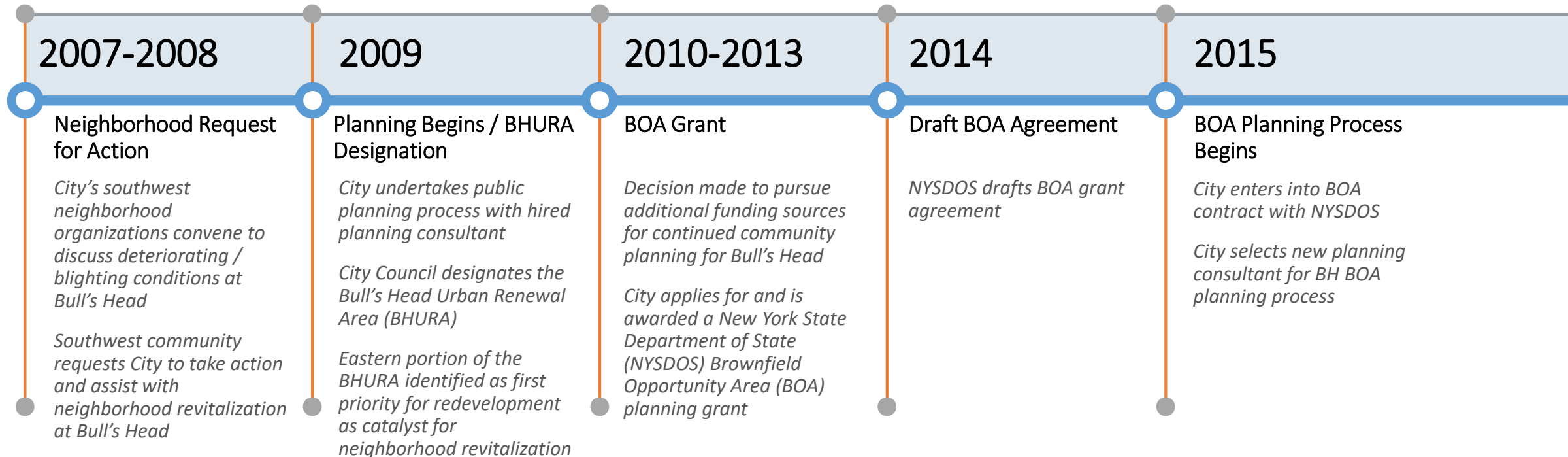
10/20/2022

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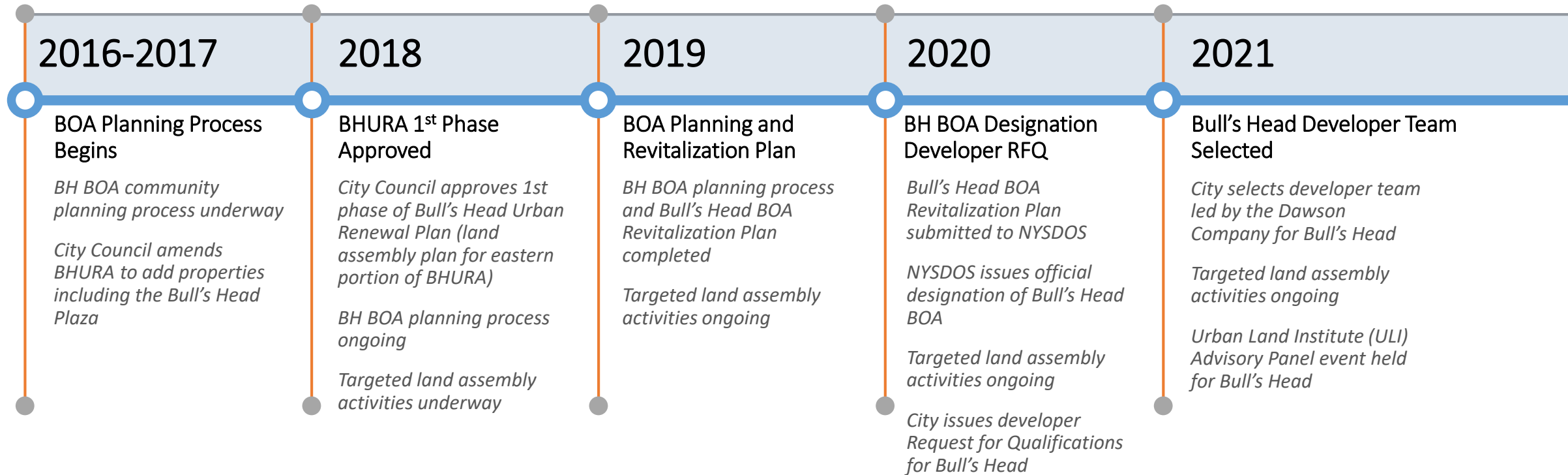
Bull's Head Revitalization Project

Timeline



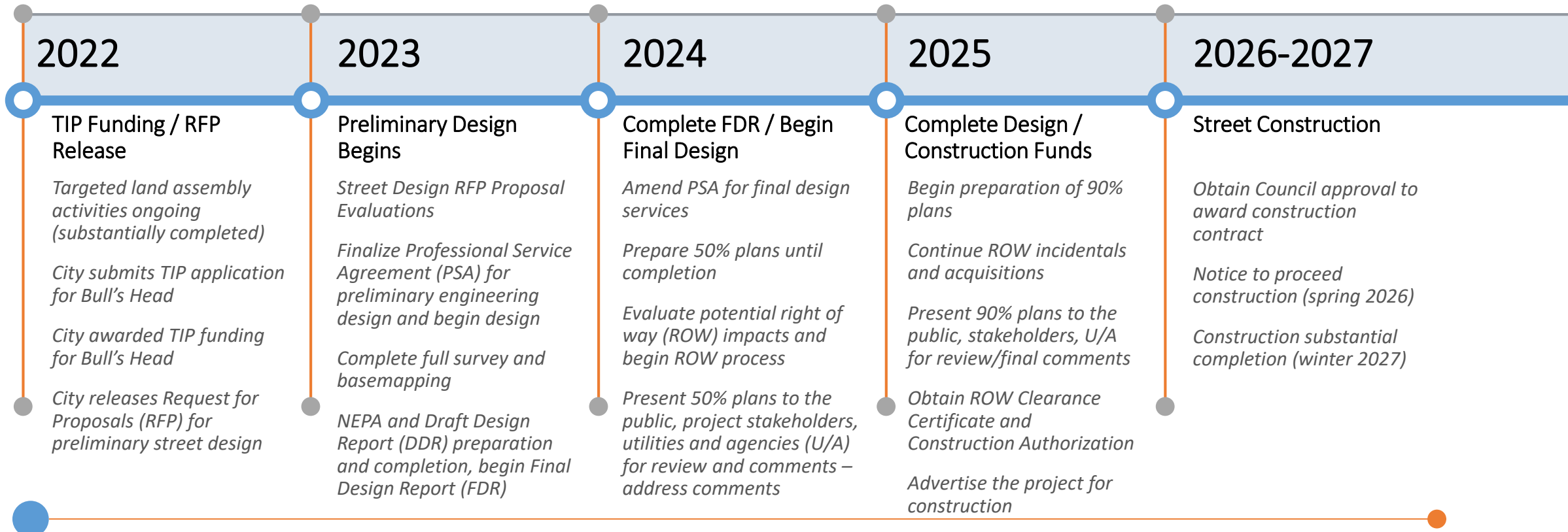
Bull's Head Revitalization Project

Timeline



Bull's Head Revitalization Project

Timeline



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EXHIBIT A
DRAFT CITY OF ROCHESTER – MWBE FORM A – MWBE UTILIZATION
PLAN – PROFESSIONAL CONSULTANT SERVICES
(DRAFT TO BE COMPLETED AND RETURNED)



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**CITY OF ROCHESTER
MWBE FORM A
MWBE UTILIZATION PLAN – PROFESSIONAL CONSULTANT SERVICES**

MWBE GOALS: MBE 15%, WBE 15%

Project Name _____ **Agreement #** N/A

Consultant _____ **Total Contract Amount* \$** N/A **Original Plan** ☐ **Revised Plan** ☐

MWBE Business Name	M B E	W B E	Scope of Work to be Performed	Projected Start Date	Projected End Date	Total Amount of MWBE Subcontract	Percentage of Total Contract*
TOTAL:							

*Total Contract equals contract award plus all change orders

Authorized Person _____ **Title** _____ **Phone** _____

Signature _____ **Date** _____ **Email** _____

Approved by MWBE Officer _____ **Date** _____

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EXHIBIT B
DRAFT CITY OF ROCHESTER – WORKFORCE STAFFING PLAN FORM
(DRAFT TO BE COMPLETED AND RETURNED)



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City of Rochester
Professional Consultant Services Workforce Staffing Plan

WORKFORCE STAFFING PLAN FOR PROFESSIONAL CONSULTANT SERVICES								
PROJECT NAME:				DATE:			MINORITY GOAL	FEMALE GOAL
CONSULTANT:				AGREEMENT NUMBER: N/A			20.00%	6.90%
CLASSIFICATION	NUMBER OF EMPLOYEES WORKING ON PROJECT						MINORITY %	FEMALE %
	TOTAL		MINORITY		NON-MINORITY			
	M	F	M	F	M	F		
Officials, Administrators								
Professionals								
Technicians								
Sales Workers								
Office, Clerical								
Craft Workers								
Laborers								
Temporary, Apprentices								
Other (Specify)								
TOTAL WORKFORCE								

Prepared by (Signature):	Title:	Phone:
Printed Name:	Date:	Email:

Reviewed by MWBE Officer:	Date:
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City of Rochester
Professional Consultant Services Workforce Staffing Plan

WORKFORCE STAFFING PLAN FOR PROFESSIONAL CONSULTANT SERVICES								
PROJECT NAME:				DATE:			MINORITY GOAL	FEMALE GOAL
CONSULTANT:				AGREEMENT NUMBER: N/A			20.00%	6.90%
CLASSIFICATION	NUMBER OF EMPLOYEES WORKING ON PROJECT						MINORITY %	FEMALE %
	TOTAL		MINORITY		NON-MINORITY			
	M	F	M	F	M	F		
Officials, Administrators								
Professionals								
Technicians								
Sales Workers								
Office, Clerical								
Craft Workers								
Laborers								
Temporary, Apprentices								
Other (Specify)								
TOTAL WORKFORCE								

Prepared by (Signature):	Title:	Phone:
Printed Name:	Date:	Email:

Reviewed by MWBE Officer:	Date:
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City of Rochester
Professional Consultant Services Workforce Staffing Plan

WORKFORCE STAFFING PLAN FOR PROFESSIONAL CONSULTANT SERVICES								
PROJECT NAME:				DATE:		MINORITY GOAL	FEMALE GOAL	
CONSULTANT:				AGREEMENT NUMBER: N/A		20.00%	6.90%	
CLASSIFICATION	NUMBER OF EMPLOYEES WORKING ON PROJECT						MINORITY %	FEMALE %
	TOTAL		MINORITY		NON-MINORITY			
	M	F	M	F	M	F		
Officials, Administrators								
Professionals								
Technicians								
Sales Workers								
Office, Clerical								
Craft Workers								
Laborers								
Temporary, Apprentices								
Other (Specify)								
TOTAL WORKFORCE								

Prepared by (Signature):	Title:	Phone:
Printed Name:	Date:	Email:

Reviewed by MWBE Officer:	Date:
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EXHIBIT C
CONSULTANT INFORMATION FORM
(TO BE COMPLETED AND RETURNED)



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City of Rochester
Department of Environmental Services
Bureau of Architecture and Engineering
Revised: September 23, 2021

Consultant/Contractor Information Form

Project Name: _____

(Please Note: Consultant/Contractor to verify and submit form for each new project)

Part A: Department of State Verification

Please supply the following information and verify that it matches the information shown on following website:

<https://apps.dos.ny.gov/publicInquiry/>

Current Entity Name:	
DOS ID #:	
Initial DOS Filing Date:	
County:	
Jurisdiction:	
Entity Type:	
Current Entity Status:	

Chief Executive Officer Information:

Name:	
Address:	

Principal Executive Office Information:

Name:	
Address:	

☐

The information provided and located on the DOS website matches.

☐

The information on the DOS website is out of date. The information provided is the corrected information.

☐

Check box if your firm is certified and listed on the New York State Directory of Certified Minority and Women-Owned Business Enterprises (MWBE).

Part B: Local Office Information

Please supply the name of the person who will be administering the project. Also identify the local address of where the project will be administered.

Name:	
Title:	
Address:	

Part C: Executed Agreement Information

Please supply the name of the person who will be administering the executed agreement.

Name:	
Title:	

EXHIBIT D
DRAFT AGREEMENT FOR PROFESSIONAL SERVICES



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AGREEMENT FOR PROFESSIONAL SERVICES

Bull's Head Revitalization Project

DRAFT

Project Scope: Design Services
City Project No.: 23124
NYSDOT PIN: 4CR019
Consultant Name: **TBD**
Agreement #: **TBD**
Authorizing Ordinance: 2023 - **XXX**

INDEX

ARTICLE I

Part 1. DESCRIPTION OF PROJECT

Section 1.101 General Project Information
Section 1.102 Schedule and Construction Budget
Section 1.103 Project Manager
Section 1.104 Project Classification
Section 1.105 Policy and Procedures
Section 1.106 Standards and Specifications

Part 2. DESCRIPTION OF PROFESSIONAL SERVICES

Section 1.201 General
Section 1.202 Data Collection and Analysis
Section 1.203 Preliminary Design
Section 1.204 Environmental
Section 1.205 Right-of-Way
Section 1.206 Final Design **NOT IN CONTRACT**
Section 1.207 Advertising, Bid Opening and Award **NOT IN CONTRACT**
Section 1.208 Construction Support **NOT IN CONTRACT**
Section 1.209 Construction Inspection **NOT IN CONTRACT**
Section 1.210 Additional Services

Part 3. SUBCONTRACTS

Part 4. CITY RESPONSIBILITIES

Part 5. FEES

Section 1.501 General
Section 1.502 Fee for Basic Services, Reimbursable Expenses, Fixed
Fee and Retainage
Section 1.503 Fee for Additional Services
Section 1.504 Fee Administration

Part 6. TERM

- Part 7. TIME OF PERFORMANCE**
- Part 8. REMOVAL OF PERSONNEL**
- Part 9. AUTHORIZED AGENT**
- Part 10. OWNERSHIP OF DOCUMENTS**
- Part 11. CONFIDENTIALITY**
Section 1.1101 General
Section 1.1102 Freedom of Information Law
- 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. ENVIRONMENTAL POLICY / DESIGN RESTRICTIONS**
- 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

Attachment A NYS Prevailing Wage Rates and Supplements Schedule

Attachment B Living Wage Ordinance

Attachment C Submittal Requirements

Attachment D City Digital Record File Standards

Attachment E City of Rochester Tax Law Exemption Letter

Exhibit A Professional Consultant Services Workforce Staffing Plan
(TO BE FILLED OUT BY CONSULTANT FOR THE COMBINED
PROJECT TEAM)

Exhibit B MWBE Form A - MWBE Utilization Plan Professional Consultant Services
(TO BE FILLED OUT BY CONSULTANT)

Exhibit C Professional Consultant Services Workforce Utilization Reporting

Exhibit D Consultant Information Form (CIF)

Appendix A Staffing and Fee Schedule (Including Overhead and Max Salary Rates)

AGREEMENT

THIS AGREEMENT, entered into on the ____ day of _____, 2023, 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 **Consultant Name**, located at **Address**, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City, through the Department of Environmental Services, Bureau of Architecture and Engineering desires to secure the professional services of the Consultant for the purpose of providing engineering design services in connection with the **Bull's Head Revitalization Project**, 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 Project.

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

ARTICLE I

ARTICLE I, Part 1. DESCRIPTION OF PROJECT

Section 1.101 General Project Information

Project Name:	Bull's Head Revitalization Project
City Project No.	23124
NYSDOT PIN:	4CR019
Street (Limits):	West Main Street (Chili Ave to Henion St) and other surrounding streets
Sponsor:	City of Rochester
County:	Monroe

Project Information: This project includes design and preparation of engineering reports for improvements to multiple streets in the City of Rochester. Design services will be 100% locally funded and construction and RPR will be funded with local and federal funds. This RFP is for preliminary design services only. Coordination with the 2024 State Touring Route M&R Project is required as it will evaluate a road diet on West Main Street from Churchlea Place to West Broad Street.

Section 1.102 Schedule and Construction Budget

A. Schedule

Preliminary Design

- | | |
|-------------------------------------|-------------|
| • Notice to Proceed | April 2023 |
| • Final Design Report and 30% Plans | Spring 2024 |
| • Design Approval | Spring 2024 |

Final Design and Construction Phase **NOT IN CONTRACT**

- | | |
|-------------------|-------------|
| • 50% Plans | Fall 2024 |
| • 90% Plans (ADP) | Spring 2025 |

- | | |
|--|------------------------------|
| • 100% Plans (PS&E) | Summer 2025 |
| • ROW Clearance and Construction Authorization | September 2025 |
| • Bid Phase & Award | October 2025 – February 2026 |
| • Construction Phase Services:
(excluding as-built preparation) | March 2026 – November 2027 |

B. Construction Budget

The Preliminary Construction Budget (including RPR) is \$12,800,000.

Section 1.103 Project Manager

The City's Project Manager shall receive copies of all project correspondence. The City's Project Manager and contact information for this project is:

Lisa Reyes

Bureau of Architecture and Engineering Services
City of Rochester
City Hall, 30 Church Street, Room 300B
Rochester, New York 14614
(585) 428-6354
lisa.reyes@cityofrochester.gov

The **Consultant's** Project Manager and contact information for this project is:

Project Manager
Consultant Firm Name
Address Line 1
Address Line 2
(XXX) XXX-XXXX
Email Address

Section 1.104 Project Classification

This project is assumed to be a **NEPA Class III (EA)** action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be **SEQR Non-Type II (EA)**.

Section 1.105 Policy and Procedures

The design of this project shall be progressed in accordance with the current version of the NYSDOT Local Projects Manual (LPM), the NYSDOT Project Development Manual (PDM), appropriate sections of the Federal Aid Policy Guide (FAPG), as well as the City of Rochester policies and procedures. If there are conflicts between local policies and procedures and those listed in the LPM those listed in the LPM take precedence.

Section 1.106 Standards and Specifications

The design of this project shall conform to the current edition of the NYSDOT Standard Specifications for Construction and Materials, the NYSDOT Highway Design Manual (HDM), the NYSDOT Highway Design Manual, the Manual on Uniform Traffic Control Devices (MUTCD) and the New York State Supplement to the MUTCD, including all applicable revisions. Any special specifications must be justified and approved by NYSDOT. City of Rochester and Monroe County standard construction details shall be utilized wherever possible.

Assumption: Three (3) new special specifications with justification forms are required.

All drawings, CAD and DTM files shall utilize NYSDOT drawing and CAD standards and shall be completed using Bentley Systems Microstation and InRoads software. Contract drawings shall be scaled appropriately for plotting on 11"x17" paper.

ART. I, Part 2. DESCRIPTION OF PROFESSIONAL SERVICES

Section 1.201 General

A. Project Familiarization

The **City** will provide the Consultant with the following information:

1. Approved Initial Project Proposal
2. Plans for future related transportation improvements or development in the area of the project
3. Traffic Safety Recommendations from MCDOT (if they exist)
4. Accident records and history
5. Record as-built plans
6. Pavement history
7. Available areaway records
8. Available project studies and reports
9. Other relevant documents pertaining to the project

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

B. Meetings

The **Consultant** will prepare for and attend all meetings as directed by and in coordination with the City's Project Manager. Meetings may be held to:

1. Provide engineering consultation.
2. Present, discuss, and receive direction on the progress and scheduling of work in this contract.
3. Present, discuss, and receive direction on project specifics.
4. Discuss and resolve comments resulting from review of project documents, agency review, and coordination with development team and other agencies.
5. Preview visual aids for public meetings.
6. Manage sub-consultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes and the minutes shall be submitted to all meeting attendees within **one (1)** week of the meeting date.

The following meetings are required. **Consultant** and the **City** shall determine which phase of design these meetings will occur.

1. Stakeholder and/or Neighborhood Group Meeting(s)

The **Consultant** will provide visual aids and present a technical discussion of the project improvements.

2. Utility/Agency (UA) Review and Coordination Meeting(s)

The **City** will arrange for the date and location of the UA review meeting(s) and any other necessary meetings with utility companies or other agencies. The **Consultant** will prepare a handout summarizing utility coordination to date for discussion at the UA meeting. The City can provide a sample.

3. Public Information Meeting(s)

The **City** will arrange for the date and location of all Public Information Meetings (PIM). The **Consultant** will present a technical discussion of the improvements at the PIMs. A PIM will be required for projects that include, but not limited to, pavement reconstruction or rehabilitation projects, alignment and pavement width changes, addition of curb bump outs, lane reductions, changes in the direction of traffic flow, two-way conversions, parking changes, installation of bike lanes, etc.

The **Consultant** shall attempt to determine and remedy the problems, needs, and priorities of the stakeholders, neighborhood groups and residents prior to the PIM.

The **Consultant** shall prepare a PowerPoint presentation and basic rendered boards (including a scroll plot) for all PIMs, which shall be completed three (3) weeks prior to the meeting for review by the City. The **Consultant** shall verify with the City the requirements of PowerPoint presentation and color rendered boards prior to development. The **City** will provide the Consultant with samples.

If requested by the City, the **Consultant** will develop an informational brochure. The **Consultant** will coordinate with the City to determine the quantity and format required.

If requested by the City, the **Consultant** shall present the public information material at a review meeting (or practice run) with the City and others designated by the City.

4. Other Meetings

The **Consultant** will prepare for and attend any other meetings necessary during the duration of design. If necessary, the **Consultant** will provide visual aids and present a technical discussion of the improvements.

Assumption: ~~XXX (X)~~ Stakeholder and/or Neighborhood Group meeting(s)

Assumption: ~~XXX (X)~~ Utility/Agency (UA) meeting(s)

Assumption: ~~XXX (X)~~ Utility/Agency coordination meeting(s)

Assumption: ~~XXX (X)~~ Public Information Meeting(s)

C. Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the City on a monthly basis a Progress Report in a format approved by the City. The Progress Report must contain the Cost Control Report. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the City, this task will not be performed during the suspension period.)

D. Subconsultants and Subcontractors

1. The **Consultant** will be responsible for coordinating and scheduling work, including work to be performed by subconsultants and subcontractors.
2. Procurement of subconsultants and subcontractors must be in accordance with the requirements set forth in Article II of this Agreement and the NYSDOT LPM.

E. Project Submissions

The **Consultant** shall prepare and submit to the City a memorandum for each milestone submittal outlining the progress of the project, submission documents, status of key project items, summary of Engineer's Cost Estimate, and any outstanding issues and requests for additional information.

All milestone submittals shall be submitted to the City and other agencies as indicated in the Drawing Submittal Requirements document in Attachment C - Submittal Requirements.

A Drawing Submittal Checklist is provided in Attachment C - Submittal Requirements. The Drawing Submittal Checklist is not all-inclusive and is provided as a guide only. The **Consultant** shall confirm with the City the necessary plans, details, tables, etc. required for each milestone submittal well in advance of the submittal deadline.

The **Consultant** shall coordinate with the City to determine the necessary format and final number of hard-copies for each document being submitted prior to printing. Unless directed otherwise by the City, utility companies and other agencies should only be sent Plans for review. For federal-aid projects, the **Consultant** shall confirm with the City and NYSDOT which documents the RLPL requires for each submission.

If directed by the City, the **Consultant** shall submit directly to the City's Project Manager prior to submitting to other agencies. The Consultant shall address all comments as requested by the City prior to the Utility/Agency (UA) submittal.

Unless directed otherwise by the City, the **Consultant** should allow for a 3 week minimum review period for all submittals. The **Consultant** shall prepare written responses to all review comments in a timely manner and incorporate all comments and direction received on subsequent submittals.

F. Engineer's Cost Estimates

The **Consultant** shall develop and maintain an Engineer's Cost Estimate (EE) for the duration of the project. The EE shall include share breakdowns (e.g. street, water, traffic, sewer, etc.), including betterment shares.

The **Consultant** will provide to the City an EE for each design alternative, at all milestone submittals and as necessary to incorporate significant design changes and any comments received from the City or other reviewing agencies.

The **Consultant** shall update the 100% EE to incorporate any changes made during bidding (i.e. Addendums). After the bid opening, the **Consultant** shall submit to the City all quantity computations used to develop the EE in both Excel and PDF format. The quantity computations shall include any Addendum related changes that were made during bidding.

G. Schedule

The **Consultant** shall develop and submit to the City a detailed Project Schedule (Gantt Chart) for the orderly and timely completion of requirements of this Agreement. The Project Schedule shall be maintained for the duration of the Project.

H. Utility Coordination

For the duration of this agreement, the **Consultant** shall coordinate with all utility agencies that have facilities within the project limits. Coordination efforts shall include but are not limited to

coordinating with all utility agencies to determine if there are any impacts or upgrades to their facilities within the project limits.

Affected utility companies must apply for and obtain a permit from the City of Rochester for all work performed within the public right-of-way. The **Consultant** shall work closely with the utility companies to ensure they submit permits in a timely manner so that they can complete any necessary utility work in advance of the project. The **Consultant** shall review all permit plans received by the affected utility agencies. The appropriate depth of cover must be verified by the utility company for all proposed curb modifications and other work.

All metal castings (manholes, pullboxes, valve box covers, etc.) within the roadway shall be evaluated by the utility companies and if necessary adjusted to grade with a concrete collar after final paving is complete. Adjustments shall be in accordance with the most current version of the City's *Policy of Requirements for Utility Appurtenances Within the Public Right-of-Way*.

I. Railroad Coordination

For the duration of this agreement, the **Consultant** shall coordinate with all railroad agencies that have active, inactive or abandoned facilities within the project limits. Coordination efforts shall include but are not limited to preparing the necessary plans for railroad agency review and addressing any review comments from the railroad agency. The **Consultant** shall utilize and comply with all requirements set forth by the affected railroad for all work and coordination necessary to complete the project. The **Consultant** shall become familiar with the requirements outlined in NYSDOT HDM Chapter 23-Railroads.

The **City** will prepare and obtain all necessary railroad permits and agreements early so not to delay the project. If required by the railroad agency, the **Consultant** shall sign a letter (prepared by the **City**) indicating that the railroad agency can bill for any cost related to the project that may be incurred by the railroad agency prior to execution of a signed Preliminary Engineering and/or Construction Agreement between the City and the railroad agency. The letter will allow the railroad agency to incur cost and bill the Consultant (typically up to \$5,000) for work performed in advance of a fully executed agreement between the City and the railroad agency. The **City** will reimburse the Consultant for and billings paid to the railroad agency as a reimbursable expense.

Assumption: *There is no railroad coordination anticipated for this project since there are no at-grade railroad crossings located within the project limits.*

J. Other General Consultant Responsibilities

The **Consultant** shall:

1. Provide all basic engineering services required for the Project including surveys (as needed), planning and preliminary engineering.
2. 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. The **Consultant** shall provide a list of its employees assigned to the Project which provides the employee's name and title prior to the start of work. The **Consultant** shall notify the City prior to changing project personnel. No changes in project managers will be made without approval of the City. Where the design of structural, mechanical, electrical, civil or other engineering features of the work is included in the Project, such must be supervised, reviewed and approved by an engineer registered to practice in the State of New York.

3. Maintain an up-to-date, orderly, assembled file of Project notes and records. Files shall include but are not limited to a history of the development of the Project, correspondence, calculations, documentation, references, and other material necessary to establish the basis of the reports, recommendations and design of the Project.
4. Be responsible for the professional quality, technical accuracy, timely completion and appropriate coordination of all designs, drawings, specifications, testing, reports and other services furnished under this Agreement. The **Consultant** bears all responsibility for any errors, omissions or other deficiencies in the Consultant's designs, drawings, specifications, reports and other services and shall correct or revise any such errors, omissions or other deficiencies without additional compensation.

Section 1.202 Data Collection and Analysis

A. Terrain (Topographic) Data

The **Consultant** shall perform a ground topographic survey for the project as follows:

1. 10' beyond the right-of-way and 125' down each intersecting side street or as necessary to locate a fixed tie-in location or building face
2. All prominent features within the project limits including but not limited to:
 - a. Pavement elevations, including road crown and grade breaks
 - b. Curb and sidewalk, including material type and top and bottom of curb elevations
 - c. Driveway aprons, including material type, header curb and flares
 - d. Curb ramps, including limits of existing flush curb and flares, detectable warning strips (DWS) and type of DWS (e.g. brick, iron, embedded, surface mount, etc.)
 - e. Catch basin top of grate, invert elevations, lateral size and lateral material type
 - f. Sanitary and storm manhole top of cover and invert elevations
 - g. Utility poles (with pole numbers)
 - h. Hydrants
 - i. Other utility appurtenances and top of cover elevations (e.g., manhole covers, valve box covers, pull box covers, hand holes, cleanouts, etc.)
 - j. Under or overpass locations
 - k. Railroad crossings (active/inactive/abandoned)
 - l. Pavement markings
 - m. Signage
 - n. Areaways, vaults or window wells clearly located in the top surface
 - o. Trees, including diameter and species
 - p. Existing survey monuments, including cover and stone elevations
 - q. Existing, proposed and/or set control points
 - r. Other permanent features such as lighting, building face, doorways, stairs, landscaping, walkways, pavers, retaining walls, fences, hand rails, pipe rails, mailboxes, benches, bike racks, delineators, etc.

The **Consultant's Surveyor** should do a visual inspection early on to determine if any catch basins will require cleaning so that inverts and lateral size and material type can be accurately picked up. If necessary, the **Consultant** shall contact Monroe County Pure Waters to schedule cleaning.

A 2019 survey and topographic map of the project area was partially completed based on conceptual site design and will be provided to the Consultant as supplemental information. The files were created with AutoCAD software and with no DTM generated from Bentley processing.

Assumption: *Confined space entry will not be required.*

B. Utility Mapping

The **Consultant** shall obtain record mapping and plot all above-ground and underground utilities on the plans, including any facilities that may be paved over or buried (e.g. manhole covers, cleanouts, etc.). All underground utilities must be depicted on the plans with size, type and material. This effort will include plotting areaway locations on the base mapping that might be in conflict with proposed improvements. All underground utilities 24" in size or greater shall be drawn to scale on the base mapping. Utility mapping shall utilize standard NYSDOT line styles and provide annotation depicting type of facility and ownership. The **City** will provide mapping of any known city owned street lighting and fiber optic conduit.

C. Photogrammetric Survey, Stream Survey and Survey of Wetland Boundaries

Assumption: *This will **NOT** be required*

D. Subsurface Utility Engineering (SUE)

As described on the NYSDOT's website, SUE utilizes electromagnetic, magnetic, sonic, and other energy fields to determine the approximate horizontal location of underground utilities. The utilities are then located through the use of nondestructive digging equipment (such as vacuum excavation) to determine the precise horizontal and vertical positions, as well as type, size and condition of the buried utilities. This information is tied to the project's survey control and subsequently transferred into CADD format.

Assumption: *Any SUE that may be required during the design phase to determine potential conflicts with underground utilities will be performed by the respective utility agencies. The Consultant shall coordinate with utility agencies to determine required SUE.*

Assumption: *It is determined that additional SUE is required and beneficial to aid in the design and to determine potential conflicts with underground utilities or other features (buried structures, abandoned foundations, rail lines, etc.).*

E. Field Edit and Site Photographs

The **Consultant** shall perform a field investigation to ensure the accuracy of the data, existing features, etc. The **Consultant** is responsible for verifying and accurately depicting all existing conditions as well to keep the base mapping current for the duration of the project.

The **Consultant** shall take both overall photographs of the site(s) and specific photographs of affected elements (i.e. broken curb, hazardous sidewalks, accessible curb ramps, intersections, affected driveways and properties, signs, etc.). Organize and store photographs with easily identifiable file naming convention.

F. Supplemental Survey

The **Consultant** shall perform supplemental survey when needed for design purposes and to keep the base mapping, existing Digital Terrain Model (DTM) and Survey Point file current for the duration of the project.

Assumption: Five (5) additional days of supplemental survey will be required.

G. Base Mapping and Drawings

The **Consultant** shall develop base mapping for the project in accordance with Section 1.202.I.

Base mapping shall include but not limited to the following:

1. 1" = 40' scale base map when plotted on 11"x17" plans
2. All topographic features collected in Section 1.202.A through Section 1.202.F.
3. Existing right-of-way (highway boundary lines) based on City monuments
4. Existing easements
5. Approximate property lines (The **City** will provide the Consultant with a CAD file from the City Maps & Survey database)
6. Existing contours at 0.25 foot interval
7. Reputed property owner names and addresses (The **City** will provide the Consultant with a CAD file from the City Maps & Survey database. The **Consultant** will modify as necessary [i.e. overlapping text, rotating text, etc.]).
8. Pavement edge and curb material information throughout the project limits
9. All survey monuments shall be clearly identified on the base mapping with monument numbers (Contact City Maps & Survey for numbers)
10. Swing ties for all impacted survey monuments within the project limits
11. All survey control points shall be shown on the base map
12. If necessary, supplement base map utilizing existing record drawings, GIS mapping, planimetric maps and topographic maps as available from the City, County, State.

Plans with aerial photographs are not acceptable. All GIS data provided to the Consultant from the City are approximate only and are not guaranteed to be accurate or complete. The **Consultant** is responsible for verifying and accurately depicting all existing conditions as well to keep the base mapping current for the duration of the project.

The **Consultant** shall develop Survey Control drawings for inclusion in the plan set. The Survey Control drawings should depict at a minimum the survey centerline, control point coordinates and elevations, a table of benchmarks, control point swing ties, datum information, notes, and any other necessary survey related information shall be developed for the project and signed and sealed by a licensed professional land surveyor.

Assumption: The **City** will provide a CAD file of the Reputed property owner names and addresses

H. Existing Digital Terrain Models (DTM) and Survey Point File

The **Consultant** shall develop an existing DTM and Survey Point file containing all features collected as part of the ground topographic survey. The existing DTM and Survey Point file shall be updated as necessary to include supplemental survey collected.

I. Standards

Survey mapping shall be developed in accordance with the standards set forth in the [NYS DOT Land Surveying Standards and Procedures Manual](#) and in accordance with the City of Rochester standards. Horizontal datum used for the project shall be referenced to the NYS Plane Coordinate System, western zone (NAD 83, 86 Realization) and tied to the Rochester City Survey (RCS) monumentation. Vertical datum shall be referenced to Rochester Topographic Survey (RTS)

monumentation. All CAD and DTM files shall utilize NYSDOT drawing and CAD standards and shall be completed using Microstation and InRoads software.

J. Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in project documents the existing conditions within and adjacent to the project limits.

The **City** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the street segments immediately adjacent to the project within the next twenty years. The **City** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project. The **City** will provide all necessary information pertaining to the other projects or developments to the best of its ability.

1. Utilities

The **Consultant** shall contact 811 Dig Safely NY to acquire a design ticket and obtain utility contacts and record mapping. The **Consultant** shall coordinate with all utilities to ensure all utility appurtenances (above and below ground) are shown completely and accurately on the plans within the project limits. Condition assessment of existing utilities shall be completed by the respective utilities companies. The **Consultant** shall review the condition of utilities with their respective owners. All planned improvements must be noted so that construction efforts can be coordinated between the City and third parties. The **Consultant** shall coordinate and receive certification from all utilities that their facilities are mapped correctly and completely on the plans and shall forward the documentation to the City for filing purposes.

Refer to Section 1.201.H for additional requirements.

2. Railroads

The **Consultant** shall identify all existing railroads and railroad crossings within and adjacent to the project and determine if the rail line is active, inactive or abandoned.

Refer to Section 1.201.I for additional requirements.

3. City Street Lighting

The **Consultant** shall identify and depict existing street lighting conduit (size and material) on the plans and review information supplied by the City's Street Lighting division regarding the condition and light levels of the street lighting system. The **City** will provide available street lighting record plans that may not be supplied through the 811 dig safely NY design ticket.

4. Water

The **Consultant** shall identify and depict on the plans all existing water features, including mains and services (size and material), hydrants, valve boxes, curb boxes, vaults, etc. The **City** will provide available record plans that may not be supplied through the 811 Dig Safely design ticket.

5. Sewer

The **Consultant** shall identify and depict on the plans all sewer mains (size and material) and laterals. Monroe County Pure Waters (MCPW) will provide any other available record plans that may not be supplied through the 811 Dig Safely design ticket. The **Consultant** shall coordinate with MCPW to perform a field inspection of their facilities and MCPW will determine the disposition (adjustment, repair or replacement, including top slabs in manhole structures) and the televising (if they deem necessary) of their sewer mains. The **Consultant** shall number sewer structures and prepare plans that are provided to MCPW early in the design phase so they have ample time to complete their review/inspection and provide markups of any proposed sewer improvements.

6. Sidewalk and Curb

The **Consultant** shall conduct on-site field reconnaissance to identify the existing conditions of sidewalks and curbs that are anticipated to remain within the project limits. Spot sidewalk replacement shall be identified per the City's *Hazardous Sidewalk Repair Program* criteria:

- 1.5" or greater in elevation differential between mainline sidewalk flags, including sidewalks that have a temporary asphalt pad to cover the trip hazard.
- Cracked into more than 5 pieces.
- Any broken flags on either side of one being replaced.
- Half inch-deep spalls over more than 30% of the surface.
- Asphalt covered sidewalks.
- Asphalt walks that are desiccated to the point that they are crumbling.
- The City does not typically replace sidewalks that do not pose a tripping hazard, but are slanted, hold water or are at a bad elevation. However, replacement should be considered in areas with high pedestrian traffic.
- Other sidewalk flags based on engineering judgement and as approved by the City.

Spot curb replacement shall be discussed with the City. Typically on a Milling & Resurfacing project, spot curb replacement is limited to missing or broken sections of curb.

The **Consultant** will document the sidewalk and curb inventory and recommend treatments for City's review.

Assumption: *For reconstruction projects that are replacing all existing sidewalk within the entire project limits, this evaluation is not necessary.*

7. Accessible Curb Ramps

For projects that may be retaining some of the existing accessible curb ramps, the **Consultant** shall inspect all accessible curb ramps within the project limits for compliance with the applicable standards (1991 ADAAG or 2011 PROWAG) using the NYSDOT *Critical Elements for the Design and Layout, and Acceptance of Pedestrian Facilities*. Accessible curb ramps serving pedestrian paths that are parallel to the paving mainline should be addressed as part of the project if they can be brought into full ADA compliance without the need for right-of-way acquisitions. When ADA criteria cannot be met it must be justified in the Design Approval Document (DAD) utilizing nonstandard feature justification forms in accordance with HDM Chapter 2.

The **Consultant** shall assess and investigate all accessible curb ramps for ponding of storm water runoff issues and drainage deficiencies as a part of the accessible curb ramp evaluation. The **Consultant** shall evaluate and provide recommendations to correct such drainage deficiencies.

The **Consultant** will prepare a technical summary documenting the accessible curb ramp assessment and recommended treatments for City's review.

Assumption: *Approximately **XXXX (XXX)** accessible curb ramps will require field investigation, evaluation, inventory and documentation for compliance with 1991 ADAAG or PROWAG. In general reviews will include ramps that touch the paving limits and those directly across the street.*

Assumption: *For reconstruction projects that are replacing all existing sidewalk within the entire project limits, this evaluation is not necessary.*

8. Driveway Openings

The **Consultant** shall identify abandoned curb cuts at driveway openings to vacant properties, illegal driveway aprons, illegal driveways and front yard parking and provide a listing of addresses to the City.

9. Traffic Features

The **Consultant** shall locate, depict and identify all existing traffic signal equipment, traffic loops, signs, including parking, regulatory and overhead signs and pavement markings on the plans. The **Consultant** will contact the Monroe County Department of Transportation (MCDOT) and NYSDOT (as necessary) and request available record plans for all signalized intersections within the project limits. MCDOT and NYSDOT will supply available record plans to allow for the location of existing traffic loops. Any impacts to NYSDOT owned signal equipment or traffic loops within the project limits must be coordinated with NYSDOT Traffic Signal and Safety group.

The **Consultant** shall evaluate the condition of all traffic features within the project limits to determine upgrades and/or improvements. Any faded, dented, damaged, out of date, or not in compliance with MUTCD sign must be replaced. Existing street name signs must be evaluated for replacement per MCDOT requirements. The **Consultant** shall coordinate the review and approval of Signage and Pavement Marking Plans with MCDOT and NYSDOT (as necessary).

The **Consultant** shall prepare a technical summary documenting the existing conditions and recommended treatments for submission to and review by the City, MCDOT and NYSDOT (if necessary). The technical summary may be provided between the 30% and 50% submissions.

Assumption: *For most reconstruction projects, all signs shall be shown in the plans as being replaced. Necessary sign replacement will be verified during construction as indicated in the Special Note "Traffic Signage".*

10. City Trees

The **Consultant** shall coordinate with the City's Forestry division for assessment of the existing trees. Any tree removal and new tree installation must be approved by City Forestry.

11. Retaining Walls

The **Consultant** shall identify all existing retaining walls that may potentially be impacted by the construction activities and record the existing conditions, prior to construction, with photographs and measurements with a smart level on the vertical plumb of the retaining wall to ensure continued stability and no damages occurred during construction activities.

K. **Traffic Counts, Traffic Studies and Analysis**

The **Consultant** will conduct traffic counts data, studies and analysis for existing conditions, growth factors for forecasting, and forecast data. The **Consultant** will provide flow diagrams for appropriate peak periods (am and pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators. The **Consultant** shall conduct and prepare a Traffic Signal Warrant Analysis for MCDOT review and approval.

Assumption: *Peak Hour Turning Movement Traffic Counts will be performed at the following intersection(s) on a school day between 6-9 am and 3-6 pm for the purposes of analyzing intersection capacity:*

- Intersection of XXX and XXX
- Intersection of XXX and XXX
- Intersection of XXX and XXX

Assumption: Peak Hour Turning Movement Traffic Counts will be performed at the following intersection(s) on a school day between 6-9 am and 3-6 pm for the purposes of analyzing the detour route:

- Intersection of XXX and XXX
- Intersection of XXX and XXX
- Intersection of XXX and XXX

Assumption: 24 hour Traffic Counts will be performed at the following intersection(s) on a school day and will include both vehicular, bicyclist and pedestrian data for mid-block crossing warrant analysis with volume, vehicle speeds, and vehicle gap data during AM/PM peak hours:

- Intersection of XXX and XXX

Assumption: If necessary, additional Traffic Counts will be performed as an additional service.

Assumption: Traffic Signal Warrant Analysis are not required.

Assumption: Road diet analysis are not required.

L. Parking Counts, Parking Studies and Analysis

The **Consultant** shall conduct vehicular parking counts, studies and analysis to determine, if the existing on-street parking can be impacted, changed or reduced by the Project. The **Consultant** shall also identify whether or not there is an observed shortfall or excess of on-street vehicular parking. The parking study shall identify areas that may need additional parking spaces due to special needs, such as, businesses or schools. The **Consultant** shall utilize the parking studies to determine whether bike lanes can be incorporated. The **Consultant** shall prepare an easy to understand report/summary (for each street) that can be shared with stakeholders.

M. Capacity Analysis

If it is determined that striping and/or lane changes are anticipated, the **Consultant** will perform capacity analyses using the latest version of Synchro, that implements procedures per the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limit to determine:

- Existing level of service.
- Design year level of service.
- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

The **Consultant** will develop project travel speed and delay estimates for the peak hour and average hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

The **Consultant** will obtain a copy of the MCDOT's current System AM and PM Synchro models for the purpose of conducting capacity analyses necessary to test road diet feasibility. The **Consultant** will prepare a technical memorandum for each street summarizing the data collected and analyses conducted to test road diet feasibility for review by the City and MCDOT.

Assumption: Capacity Analysis will be performed at the following intersection(s):

- Intersection of XXX and XXX

- Intersection of XXX and XXX
- Intersection of XXX and XXX

Assumption: If necessary, additional Capacity Analysis will be performed as an additional service.

N. Crash Data and Analysis

The **City** will provide crash records in MV-104A format for the last three years for road(s) within the project limits plus one-tenth of a mile immediately outside of the project limits to facilitate preparation of the collision diagrams. The **Consultant** will obtain a copy of MCDOT's current average crash rates and prepare collision diagrams and associated summary sheets, and note any clusters of crashes or patterns implying inadequate geometrics, or other safety problems, within the project limits.

The **Consultant** will prepare a technical memorandum summarizing the crash data analysis, safety screenings, and recommendations for review by the City and MCDOT.

Assumption: XXXX (XXX) crashes will require analysis.

O. Soil Investigations

The **Consultant** will determine the coring locations, diameters, and sampling intervals; designate coring numbers; stake out the locations; take the cores; document the resulting subsurface information in a Subsurface Investigation and Geotechnical Evaluation Report; and map the actual core locations in the contract documents. The Geotechnical Report will be used in support of the Pavement Evaluation Treatment Selection Report (PETSR).

The **Consultant** shall coordinate with the City's Water Bureau and Monroe County Water Authority for any additional geotechnical tests required for water facilities.

Prior to taking the pavement cores the **Consultant** will prepare a coring location map for the project and submit to the City for review.

P. Pavement Evaluation

The **Consultant** will perform a pavement evaluation in accordance with the [NYSDOT Comprehensive Pavement Design Manual](#) and a Geotechnical professional. Analyses will consider thickness design.

For locations where the existing pavement is anticipated to be milled and resurfaced, the **Consultant** shall conduct on-site field reconnaissance to identify areas of deep milling and/or full depth pavement base repair areas based on observed pavement failure and distress and the results of the Geotechnical Report.

The **Consultant** will prepare a technical summary documenting the existing pavement conditions and recommended treatments, including a PETSR for the City's review. Recommendations should take into account City of Rochester standard pavement thicknesses. The **Consultant** will revise the report to incorporate review comments. The **Consultant** will include a summary of the PETSR in the project Design Approval Document (DAD).

Q. Areaways, Vaults and Window Wells

The **Consultant** shall evaluate for potential conflicts with areaways, vaults and window wells. There is a greater potential of areaway and window well conflicts in the city. Initial evaluation will

be required of the City's consultant representative in accordance with the City's Areaway Policy and Procedures established by City Council in 1981 before proceeding with sidewalk, curb replacement or other excavation during construction. Early detection of potential conflicts will be necessary. Owners of areaways within the project limits are required to either abandon (fill in) or bring their areaways into compliance with the City's Areaway Policy and Procedures. The Consultant shall research the number, location, and owner of properties with areaways, window wells, window grates and any other structures within or adjacent to the ROW of the project area. The research includes, but is not be limited to, review of the City's Master Areaway Inventory, compilation of a list of property owners, visual field survey that includes contact with areaway property owners to enter the premises for an analysis of the areaway, and preparation of an areaway appraisal report

The evaluation will include a review of available records provided by the **City**, surface site visits, and mailings to property and business owners whose sidewalk and/or tree-lawn area will be impacted by proposed improvements. Site visits will be for the purposes of confirming areaway existence, location, and obtaining only the extent of information necessary to assess potential for conflicts with the proposed improvements; mailings will be for the purposes of determining existence of areaways where no visible sign exist and to confirm where visible signs exist; if any additional areaways are present.

***Assumption:** If necessary, revisiting the site for basement investigations, detailed measurements, photographs, utility location/size/condition, and structural design will be performed as an additional service and in accordance with the City's Areaway Policy.*

R. Investigations and Analyses NOT required

- a. Hydraulic Analysis
- b. Bridges to be rehabilitated

Section 1.203 Preliminary Design (30%)

A. Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, such as City of Rochester, MCDOT, FHWA, and NYSDOT, and will establish project-specific design criteria in accordance with the [NYSDOT Project Development Manual](#). The **City** will approve the selected project design criteria.

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted. The **Consultant** shall develop non-standard feature justification forms for all non-standard features and submit to the City for review.

B. Development of Alternatives

1. Selection of Design Alternative(s)

The **Consultant** shall identify and evaluate potential design alternative concepts that would meet the City's defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

Design Alternatives shall be in compliance with the City's *Complete Streets Policy* where appropriate. The *Complete Streets Policy* can be found on the City's webpage at: <https://www.cityofrochester.gov/CompleteStreets/>.

Refer to Section 1.206 for additional discussion on Complete Streets.

Design Alternatives shall consider Safe Routes to School and existing and future Priority Bicycle Boulevard Routes that may be within or adjacent to the project corridor.

For each design alternative the **Consultant** shall prepare the following concept drawings:

- **Typical Sections:** 1/8" = 1' drawings showing (as a minimum) pavement, lane, median, shoulder, parking, bicycle, sidewalk, tree lawn; and right-of-way widths; ditches; gutters; curbs; and side slopes.
- **Plans:** 1" = 40' drawings showing (as a minimum) proposed stationed centerlines, limits of pavement reconstruction, limits of milling and resurfacing, curb, sidewalk, pavement markings with lane widths, pavement width, approximate FEE lines and any other significant design elements that are known (e.g. curb bump-outs, etc.). If requested by the City, the **Consultant** shall include color shading on the drawings or substitute the drawings with a color roll plot plan. Concept Plans shall include callouts for all proposed improvements.
- **Profiles:** 1" = 40' H / 1" = 8' V drawings showing theoretical grade lines; critical clearances; vertical curve data; grades; existing and proposed elevations; high and low points; and touch down points. A single profile may be used for multiple alternatives if there are no or only minor differences between the proposed pavement width or proposed horizontal alignment. Profiles may be eliminated from this evaluation if it is determined that they will have no bearing on the alternative selection. For M&R projects that are retaining the existing profile grade line, Profiles are not required.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These concept drawings will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will prepare and submit a matrix identifying all pros and cons for all design alternative concepts for the City's review.

Assumption: ~~XXX (X)~~ design alternative concept(s) will be evaluated

The **Consultant** will meet with the City to discuss the concepts, using the drawings as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the City will select one, or in some cases more, design alternative(s) for further development.

2. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- a. Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the HDM.
- b. Environmental constraints and potential environmental impact mitigation measures (identified under Section 1.204).

- c. Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- d. Pavement.
- e. Structures, including retaining walls, culverts, and areaways.
- f. Drainage.
- g. Maintenance responsibility.
- h. Maintenance and protection of traffic during construction.
- i. Soil and foundation considerations.
- j. Utilities.
- k. Railroads.
- l. Right-of-way acquisition requirements.
- m. Conceptual landscaping (performed by a Registered Landscape Architect).
- n. Accessibility for pedestrians, bicyclists and the disabled.
- o. Lighting.
- p. Streetscape amenities.
- q. Construction cost factors.

The **Consultant** shall prepare the following drawings for each design alternative analyzed:

- **Typical Sections:** See Section 1.203.B.1 for requirements
- **Plans:** See Section 1.203.B.1 for requirements
- **Profiles:** See Section 1.203.B.1 for requirements. Profiles are required for this submission. For M&R projects that are retaining the existing profile grade line, Profiles are not required.
- **Where pertaining to feasibility:** See Section 1.203.B.1 for requirements

***Assumption:** In addition to the Null alternative, **XXX (X)** design alternative(s) will be further evaluated*

***Assumption:** **XXOne (1)** design alternate will be analyzed in addition to the null alternative.*

C. Preparation of Draft Design Approval Document (DAD)

The **Consultant** shall prepare a Draft Design Approval Document (DAD). The DAD will be a **DDR/FDR**, in its latest version. Refer to NYSDOT *Project Development Manual Appendix 7* for the latest template.

The **Consultant** shall submit copies of the Report to the City for review in accordance with Section 1.201.E. The number of copies required for submittal shall be coordinated with the City. The **City** will review the Report and provide the **Consultant** with review comments. The **City** will determine if the Report will require a review from any other agencies.

If requested by the City, the **Consultant** shall attend a review meeting with the City and other advisory agencies designated by the City and prepare minutes of the meeting.

The **Consultant** will prepare individual responses to review comments and revise the Report accordingly.

The Report should be an all-inclusive and comprehensive document that shall document all the design aspects of the project and include the results of analyses and/or studies performed in other sections of this document. The **City** will provide the Consultant with a sample report(s) if requested by the Consultant.

Assumption: ~~XXX~~ (X) hard copies of the Report will be compiled and submitted to the City as well as in electronic (PDF) format.

D. Preparation of Preferred Alternative (30% Plan Submission)

For the preferred alternative, the Consultant shall prepare the following drawings for City and Utility/Agency review:

- **Cover Sheet**
- **Plan Sheet Layout and Index of Drawings**
- **Legend, Abbreviations, Line and Point Symbolology**
- **Typical Sections:** See Section 1.203.B.1 for requirements including pay item call-outs
- **Plans:** See Section 1.203.B.1 for requirements including sewer structure numbers
- **Profiles:** See Section 1.203.B.1 for requirements including side street profiles for all intersecting roads within the project limits may be eliminated from the 30% plan set if it is determined that they will have no bearing on the preferred alternative selection. They can instead be included in the 50% plan set.
- **Pavement Marking and Signing Plans:** 1" = 40' showing (as a minimum) existing and proposed pavement markings with lane widths; existing signage; existing traffic signal loops and equipment; limits of pavement reconstruction; and limits of milling and resurfacing.
- **Other Drawings:** The **Consultant** shall coordinate with the City to determine if there any other drawings that may be necessary for Utility and other Agencies to complete their initial review, such as Utility Plans with preliminary water main layout.

The **Consultant** shall submit the 30% Plans and Engineer's Cost Estimate in accordance with Sections 1.201.E and 1.201.F. The **Consultant** will prepare and submit a Transmittal Memorandum in accordance with Section 1.201.E.

E. Preparation of Final Design Approval Document (DAD)

The **Consultant** will prepare the Design Recommendation, modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate any necessary changes resulting from reviews and any comments received from the public, stakeholders, neighborhood groups or other agencies.

The **Consultant** will submit copies of the Draft Final DAD to the City for review. The **Consultant** will coordinate with the City to determine the number and format of the Draft Final DAD to be submitted. The **City** will review the Draft Final DAD and provide the Consultant with review comments. The **Consultant** will revise the Draft Final DAD to incorporate the comments.

The **City** will submit **three (3)** copies of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **City** will grant or obtain, from or through NYSDOT, Design Approval.

The **Consultant** shall compile and submit to the City, two (2) hard copies of the Final Design Approval Document (DAD) and in electronic (PDF) format.

F. Meetings

Refer to Section 1.201.B

G. Utility and Railroad Coordination

Refer to Sections 1.201.H and 1.201.I

Section 1.204 Environmental

A. NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

The project is assumed to be a NEPA Class III (EA). The **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the City for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

B. SEQRA Classification

The project is assumed to be a SEQR Non-Type II (EA). The **Consultant** will assist the City in complying with SEQRA (6 NYCRR Part 617). The **City** is the Lead Agency. The **Consultant** will complete the Environmental Assessment Form(s) for the project.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

C. Smart Growth

The **Consultant** will complete the *Smart Growth Checklist* developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the City for attestation. (New York State's Smart Growth policy was adopted by amendment to the State Highway Law and is intended to minimize the "unnecessary cost of sprawl development." It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in the Chapter 7 Appendices on the LPM website.

D. Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- a. General Ecology and Endangered Species
- b. Ground Water
- c. Surface Water
- d. State Wetlands
- e. Federal Jurisdictional Wetlands
- f. Floodplains
- g. Coastal Zone Management
- h. Navigable Waterways

- i. Historic Resources
- j. Parks
- k. Hazardous Waste
- l. Asbestos
- m. Noise
- n. Air Quality
- o. Energy
- p. Farmlands
- q. Invasive Species
- r. Visual Impacts
- s. Critical Environmental Areas
- t. Smart Growth
- u. Environmental Justice

Work will be performed, as summarized in the LPM and detailed in the PDM and The Environmental Manual (TEM), to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

Assumption: Project is eligible for programmatic “**No Effect**” for Northern Long-Eared Bat.

Assumption: Coordination with NYSHPO will be needed for sign-off on historic properties.

E. Detailed Studies and Analyses

Based on the work performed in Section 1.204.D, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **City** must concur with the Consultant’s determination.

Detailed study or analysis work will be performed and documented as detailed in the LPM, as well as in the PDM and the TEM. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Assumption: Detailed study or analysis will be performed for the following:

- a. Smart Growth
- b. City of Rochester Complete Streets Policy

F. Environmental Permits and Approvals

The **Consultant** will obtain all applicable permit(s), certification(s) and agreements necessary to construct the project, including but not necessarily limited to:

- a. NYSDEC State Pollution Discharge Elimination System (SPDES) Permit

Assumption: **No** SPDES Permit required – Combined Sewer System

Assumption: **No** SPDES Permit required – Less than an acre of soil disturbance is anticipated for this project.

Assumption: *No SPDES Permit required – Combined Sewer System and less than an acre of soil disturbance is anticipated for this project.*

Assumption: *A SPDES Permit and Stormwater Prevention Plan (SWPPP) is required for this project*

G. Public Hearing

If it is determined that a Public Hearing is needed for a NEPA Class III (EA) project then, the **Consultant** will provide exhibits to supplement reports for courtroom purposes. Before the hearing, the **Consultant** will meet with the City to review the permit or certification application.

The **Consultant** will attend the hearing and, as required, provide expert testimony relevant to the particular application. The **City** will arrange for and provide any necessary legal assistance at the hearing. The **Consultant's** expert witnesses will have personally been in responsible charge of those aspects of the study to which their testimony is directed.

Assumption: *Public Hearing will **NOT** be required for this project. If required, Public Hearings will constitute as additional services.*

H. Meetings

Refer to Section 1.201.B

I. Utility and Railroad Coordination

Refer to Sections 1.201.H and 1.201.I

Section 1.205 Right-of-Way

A. Abstract Request Map and/or Title Search

The **Consultant** will engage a qualified title company to complete title searches (abstracts of title) for properties to be acquired by the City.

B. Right-of-Way Survey

The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines.

C. Right-of-Way Mapping

The **Consultant** will meet with the City to discuss the types of right-of-way acquisitions required and the limits of acquisition lines. The **Consultant** will prepare acquisition maps in accordance with format provided by NYSDOT. All right-of-way mapping will show dimensions in U.S. Customary units of measurement. The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

D. Property Encroachment and Property Impact Sketches

The **Consultant** shall prepare property encroachment sketches for all properties that have privately owned features that encroach within the right-of-way. These sketches will be utilized by the City Zoning Division to inform owners that they are responsible for removing the encroached feature prior to construction.

The **Consultant** shall prepare property impact sketches for all properties requiring an acquisition map. These sketches shall include disposition of all existing features within close proximity to the right-of-way. These sketches will be utilized for the right-of-way negotiation process.

A single sketch depicting both property encroachments and disposition of existing features within close proximity to the right-of-way may be developed.

The **City** will provide the Consultant with sample sketches if requested by the Consultant.

E. Right-of-Way Plan

The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the LPM.

F. Right-of-Way Cost Estimates

The **Consultant** will provide cost estimates for the right-of-way to be acquired by the City on all alternatives being considered and will provide updated estimates, as necessary.

G. Property Appraisals

The **Consultant** will prepare property appraisals establishing an opinion of value for any damages caused by the acquisition(s). The **Consultant** will also prepare estimates for the rental of occupied properties.

H. Appraisal Review

The **Consultant** must have a Certified General Appraiser review the property appraisals. The appraisal reviewer will recommend a value of “just compensation” to the City. The **City** must set the value of just compensation prior to offers being made to the property owners.

I. Negotiations and Acquisition of Property

Property offers must not be made until authorization is granted by the City.

The **Consultant** will negotiate with property owners for the acquisition of their property, including completion of all documents required by the City in order to obtain the property.

J. Right-of-Way Clearance Certificate

For federal funded projects, the **Consultant** will assist the City in completing the Right-of-Way Clearance Certificate to be transmitted to the NYSDOT. The Right-of-Way Clearance Certificate must be approved and signed by the City Engineer and the NYSDOT Real Estate Officer prior to Construction Authorization and Advertisement.

K. Property Grading Releases

The **Consultant** shall identify all properties, including City-owned parcels within the Project Limits where proposed work is within twelve (12”) inches of the right-of-way to obtain property grading releases in accordance with NYSDOT.

The **Consultant** shall prepare a Property Grading Release Table that shall be included in the plans with property address, property owner name, owner address, date the property grading release was signed.

The **Consultant** shall prepare *NYSDOT Permission to Perform Contract Work on Private Lands* form, letters to property owners and sketches showing the impacts to private lands. The **Consultant** shall submit the documents to the City for review.

The **City’s** Resident Project Representative will obtain property grading releases during the construction phase of the project. If property grading releases cannot be obtained, the proposed work may need to be eliminated from the contract.

L. Right-of-Way Assumptions

1. The project will require **XXX (X)** property acquisitions (easements or fee takings)
2. The project will require **XXX (X)** property grading releases
3. If required, Relocation Assistance will be performed by the City
4. If required, Property Management will be performed by the City

J. Meetings

Refer to Section 1.201.B

K. Utility and Railroad Coordination

Refer to Sections 1.201.H and 1.201.I

Section 1.206 Final Design (50%, 90%, 99%, 100%) NOT IN CONTRACT

Final Design services are not included in this agreement. However, it is anticipated that an amendment to the PSA will add these services prior to the completion of preliminary design.

I. Complete Streets

Proposed improvements shall be in compliance with the City's *Complete Streets Policy* where appropriate. The *Complete Streets Policy* can be found on the City's webpage at: <https://www.cityofrochester.gov/CompleteStreets/>

A complete street is one that encompasses accessibility, safety, public health and viable communities. While different features may be necessary or feasible to complete a street, the goal of accommodating everyone remains the same. The Policy helps to improve public safety by installing and maintaining sidewalks, crosswalks, ADA-compliant ramps and bike lanes, as well as reducing crossing distances, lowering motor vehicle travel speeds and improving sight distances.

The **Consultant** shall coordinate improvements with the City, MCDOT, the Rochester City School district and others as necessary and incorporate into the plans any design recommendations.

At a minimum, improvements shall include updating or installing ADA-compliant sidewalk, accessible curb ramps and painted crosswalks, where required.

J. Corridor Specific Recommendations

The **Consultant** shall investigate, evaluate, recommend and justify the need for any corridor specific improvements for each street. The **Consultant** shall prepare and submit to the City a written memorandum outlining the corridor specific recommendations. Recommendations shall not be implemented without prior approval from the City.

Section 1.207 Advertising, Bid Opening and Award NOT IN CONTRACT

Advertising, Bid Opening and Award services are not included in this agreement. However, it is anticipated that an amendment to the PSA will add these services prior to the completion of preliminary design.

The **Consultant** shall submit to the City all CAD and InRoads files and all quantity computations used to develop the Engineer's Estimate in both Excel and PDF format.

Section 1.208 Construction Support NOT IN CONTRACT

Construction Support services are not included in this agreement. However, it is anticipated that an amendment to the PSA will add these services prior to the completion of preliminary design.

Section 1.209 Construction Inspection NOT IN CONTRACT

Construction inspection (CI) / Resident Project Representation (RPR) services are not included in this agreement. If needed, CI / RPR services will be solicited through a separate request for proposals process by the City's Construction Division.

Section 1.210 Additional Services

Work not described under Basic Services shall constitute as additional services. The following are examples of 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.
- 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 as additional services.

If the **Consultant** is of the opinion that any work 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.

ARTICLE I, Part 3. SUBCONTRACTS

All services to be performed under this Agreement shall be performed with the **Consultant's** own employees, unless the **City** agrees that the **Consultant** may subcontract such services. Copies of all proposed Agreements between the **Consultant** and subcontractors shall be submitted to the City along with a statement of the subcontractor's qualifications. Such Agreements shall be approved by the **City** in writing prior to initiation of work. All subcontracts under this Agreement are subject to all applicable provisions of this Agreement unless otherwise directed in writing by the **City**. The **Consultant** is responsible for the completion of all services under this Agreement in an acceptable and timely manner, including any services performed by a subcontractor, supplier or other party with whom the **Consultant** has a contract.

ARTICLE I, Part 4. CITY RESPONSIBILITIES

The **City** shall:

- A. Provide as complete information as is reasonably possible regarding 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.

ARTICLE I, Part 5. FEES

Section 1.501 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 **X Hundred and X thousand dollars (\$XXX,000), including design contingency.**
- 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 on a monthly basis, 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 1.502 Fee for Basic Services, Reimbursable Expenses, Fixed Fee, and Retainage

- A. The following fees shall be payable to the **Consultant** pursuant to this Agreement the following shall be as initially set forth in the Schedule A:
 - 1. Basic Services
 - 2. Overhead Allowance

3. Reimbursable Expenses
4. Fixed Fee
5. Additional Service Allowance

B. 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.
- c. If the prevailing wage incremental costs and supplemental benefits are paid as a direct cost, see Section 6.02.B.6, below.

2. Overtime Premium

The **City** will pay premium time for overtime, but not subject to a multiplier.

3. Overhead Allowance

An overhead allowance shall be established as a percentage of direct salary expenses for Basic Services, as described in Section 1.502.B.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:

PRIME CONSULTANT	XXX
SUBCONSULTANT	XXX%
SUBCONSULTANT	XXX% (office) and XXX% (field)

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.
4. 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.)

5. Fixed Fee

The Fixed Fee is within the total fee amount defined in Section 1.501.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.

6. 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 1.502.B.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.

7. 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.

8. 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 1.503 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 1.501.A on the following basis:
- B. 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 1.502.B.3, plus a Fixed Fee subject to the approval of the NYSDOT;
- C. 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.
- D. 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.
- E. The **City** shall pay the **Consultant** to provide property survey and preparation of plots and legal descriptions at \$350 per plot.
- F. 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.
- G. Should anticipated payments for additional services calculated on these bases, cause the total of the agreement to exceed the maximum set forth in Section 1.501.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 1.504 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 1.501.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 1.501.A.

ARTICLE I, Part 6. TERM

This Agreement shall commence upon execution by the parties and shall continue until three (3) months after completion of the two-year guarantee inspection of the Project. 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.

ARTICLE I, Part 7. TIME OF PERFORMANCE

- A. For each phase of the work, the **Consultant** shall not commence work until receipt of a written 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 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.

ARTICLE I, Part 8. 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.

ARTICLE I, Part 9. AUTHORIZED AGENT

- A. The **City** hereby designates:

Holly E. Barrett, P.E., City Engineer
City of Rochester
Department of Environmental Services
Bureau of Architecture and Engineering
30 Church Street, Room 300 B

Rochester, New York 14614-1279

B. The **Consultant** hereby designates:

Name, P.E.
Title
Consultant
Address
Rochester, New York

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.

ARTICLE I, Part 10. OWNERSHIP OF DOCUMENTS

A. Documents and Delivery

All original analyses, reports, graphics, estimates, quantity backup, design notes, drawings, specifications, survey maps, CAD files, etc. 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 in digital format. The **Consultant** shall provide a complete reproducible hard copy of these documents if requested by the City's Authorized Agent.

B. Digital Format

The **Consultant** shall provide digital record files conforming to the City standards provided in Attachment D - City Digital Record File Standards.

ARTICLE I, Part 11. CONFIDENTIALITY

Section 1.1101 General

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.

Section 1.1102 Freedom of Information Law

Disclosures required by New York's Freedom of Information Law ("FOIL") shall not be considered a breach of any confidentiality provisions in this Agreement. Should **Consultant** provide the City with any records it deems confidential and exempt from FOIL, **Consultant** shall clearly mark such portions of those records as confidential and exempt from FOIL disclosure. Upon any request for disclosure of information so marked, the **City** will inform **Consultant** of the request and give **Consultant** ten (10) business days to submit a written statement of necessity for exempting the records from disclosure pursuant to New York Public Officers Law 89(5). As required by the Public Officers Law, the **City** will issue a determination as to disclosure within seven (7) business

days. If the City determines that the records must be disclosed, **Consultant** may appeal the City's determination within seven (7) business days. Thereafter, the **City** shall respond to **Consultant's** appeal within ten (10) business days. If the City issues an adverse determination, **Consultant** may appeal the decision within fifteen (15) days of service by commencing an Article Seventy-Eight (78) proceeding under New York's Civil Practice Law and Rules.

ARTICLE 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.