REQUEST FOR PROPOSALS FOR:

The Honorable Loretta C. Scott Center for Human Services Facility Inspection & Repair Design Services

City Bldg. ID No. 9.84 City Project No. 23035

Issued: January 3, 2023



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

> Holly Barrett, P.E. City Engineer

Architectural Services Division 414 Andrews Street Rochester, New York 14604

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1.0 GENERAL INFORMATION

- **PROJECT TITLE:**The Honorable Loretta C. Scott Center for Human ServicesFacility Inspection & Repair Design Services
- LOCATION: 57 St. Paul Street, Rochester, NY 14604
- **OWNER:** City of Rochester, NY

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

PROJECT TIMETABLE:

RFP & Consultant Procurement:

•	RFP Release	January 3, 2023
•	Pre-Proposal Site Walk-through	January 12, 2023
•	Deadline for questions	January 19, 2023
•	Response to questions submitted	January 27, 2023
•	Proposals due	February 10, 2023
•	Consultant Selection & Award Notification	April 2023
•	City Council Approval of Agreement with Consultant	May 2023
•	Agreement Start Date	June 2023

Annual Facility Improvement Program:

٠	Inspection and Evaluation	June – July 2023
•	Program Development (Master Plan)	August - September 2023
•	Annual Facility Repair Contract Preparation and Bid	October – December 2023
•	Bidding & Award for Construction	January - February 2024
•	Construction Administration Phase	March - July 2024

A Professional Services Agreement resulting from this RFP shall commence on the agreement start date for an initial term of one year with four optional one year renewals for a maximum total of five years.

The anticipated 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:

One (1) electronic proposal and five (5) proposal hard-copies are to be submitted no later than **February 10, 2023 at 4 p.m.** to:

Matthew Groth, RA, AIA

City of Rochester Department of Environmental Services Bureau of Architecture and Engineering, Architectural Services, 414 Andrews Street Rochester, New York 14604

COMMUNICATIONS:

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

Matthew Groth, RA, AIA <u>matthew.groth@cityofrochester.gov</u> 585-428-6953

Lillian Forte, RA lillian.forte@cityofrochester.gov 585-428-7016

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 questions submitted via e-mail to the City contact by the deadline for questions stated above. Questions and responses, notifications about timeline date changes, amendments to the RFP and other information about the RFP will be sent via e-mail to all Respondents who have provided an e-mail address to the City contact and will be posted on the City's web page for this RFP. The City will make every reasonable effort to keep Respondents informed about the RFP process. The City's failure to respond in a timely fashion or provide responses to any questions shall not delay or invalidate the City's right to make a decision to award an agreement pursuant to this RFP.

PRE-PROPOSAL SITE WALK-THRU:

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 site visit will be held as follows:

Date: Thursday, January 12, 2023 Time: 10:00 a.m. Location: Honorable Loretta C. Scott Center, 57 St. Paul Street; Rochester, NY 14604

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

PROJECT BUDGET:

An annual project budget will be established by the consultant and City as part of the Facility Improvement Program. The initial project budget is \$1,125,000, inclusive of all project costs including but not limited to: architectural/engineering and design services, construction, and resident project representative services (separate agreement).

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. Although costs are an important consideration, the decision will be based on qualifications and compliance with the requirements of this RFP and not solely on cost. The City reserves the right to reject any or all proposals or to accept a proposal that does not conform to the terms set forth herein. The City further reserves the right to waive or modify minor irregularities in the proposals and negotiate with Consultants to serve the City's best interest.

2.0 PROJECT OVERVIEW



The City of Rochester Department of Environmental Services, Architectural Services Division is soliciting proposals from architectural/engineering firms to provide building inspection and design services for the Hon. Loretta C. Scott Center for Human Services Facility Inspection and Repair Program. The project scope shall cover all architectural, civil, electrical, hazardous materials, mechanical, plumbing, and structural needs. The annual repair and maintenance program is intended to preserve facility safety, accessibility, structural integrity and service life of the City-owned building. The consultant will perform a hazardous materials survey and updated condition assessment report for the building, develop prioritized short-term and long-term capital plans and repair strategies, and design and prepare construction documents for the City's facility contracts on an annual basis.

Bergmann Architects, Engineers & Planners completed a cursory facility conditions and needs assessment of the building envelope, accessibility, structural components and operational systems in October 2021. This report will be re-evaluated annually to guide the development of updated, phased improvement plans within the annual budget allocated for the facilities program.

Annual facility repair contract work includes maintenance and repairs, reconstruction and rehabilitation of the entire building, including but not limited to: steel super structure encased in concrete, building envelope (windows, doors, marble, granite & brick), waterproofing, joints and sealants, plumbing, HVAC, electrical, safety and security, signage, elevators and ADA improvements.

The Consultant shall:

- Develop and update a five-year master plan for this building based on the current facility assessment and conditions report, long-term work plans and cost estimates. Assist the City in preparing and updating annual requests for funding in the Capital Improvement Program.
- Provide architectural/engineering design, bidding, award and construction administration services for the City's annual maintenance and repair contract. Assist the City in obtaining all permits for work in the program. Construction of all improvements will be funded and procured by the City through competitively bid public works contracts.
- Provide general administration for the facility master plan program, maintenance of all building records, and miscellaneous architectural/engineering design services as required.
- Determine effective repair strategies and repair work necessary to restore and maintain the facility and all building systems in good to excellent condition. Identify evidence of any unsafe conditions requiring immediate remediation.
- Coordinate the completion of a hazardous materials inspection and survey report for the entire facility.
- Perform comprehensive inspection and evaluation of the building to determine the current condition of the structural, architectural, MEP and operational systems of the facility. Perform detailed visual inspections, hands on inspections, destructive and non-destructive testing and material analysis as required.

The program will require coordination with the City of Rochester Architectural Services Division project architect, Building Services HVAC staff, Construction division staff, and other City designated project representatives.

The building is currently occupied and will remain in operation during design and construction services. Potential challenges may include: scheduling of temporary systems shutdowns, coordination with departments/spaces impacted by work, construction season targets, customer and utility coordination, and environmental mitigation phasing.

The City will provide any information pertinent to the building as available, including limited original record drawings, previous hazardous materials reports, and any available operational building system service records and warranty information. Limited AutoCad drawings of the building are available.

Consultant shall investigate opportunities for NYSERDA funding or other funding sources as part of the scope of services.

A Professional Services Agreement resulting from this RFP shall commence on the agreement start date for an initial term of one (1) year with four (4) optional one-year renewals for a maximum total of five (5) years.

BACKGROUND

The Honorable Loretta C. Scott Center of Human Services (previously the Chamber of Commerce or Chamber Building) was built in 1915 with a major addition completed in 1925. The building is approximately 110,000 square foot, six stories tall, and consists of a concrete encased steel superstructure with a masonry building envelope. The Chamber Building was a gift to the community from George Eastman and was designed by famed Rochester architect Claude Bragdon. The building in not in a City of Rochester Preservation District, nor is it an individually designated historic landmark. It is however, listed in the State and National Registers of Historic Places (1985).

The Rochester Economic Development Corporation (REDCO) acquired the building in 2019 from SUNY Brockport. The building's first and second floors are occupied by administration for the City of Rochester Department of Recreation and Human Services (DRHS). The lower level is tenant space, currently occupied by REDCO. The third floor is occupied by RochesterWorks! Youth Services and Project SEARCH.

3.0 DRAFT SCOPE OF SERVICES

The Consultant will enter into a professional services agreement (PSA) with the City of Rochester for architectural/engineering inspection and design services. The PSA shall commence on the agreement start date and will have an initial term of one year with four optional one year renewals for a maximum total of five years. The consultant shall perform the following professional services tasks that may include, but not be limited to, the following:

- Inspection and Evaluation
- Program Development (Master Plan)
- Annual Facility Repair Contract Documents Preparation
- Bid and Award
- General Administration
- Miscellaneous Architectural & Engineering Services
- A. Inspection and Evaluation

1. Existing Data

The Consultant shall become familiar with the project before starting any work. This shall include a thorough review of all City project information and site visits as necessary to investigate field conditions. The Consultant shall meet with the City and facility operations staff to identify special needs for the project. The consultant shall make maximum use of all information pertinent to the project, made available by the City, including limited original record drawings, previous hazardous material reports, previous building renovation project record documents, any current operational building system service records and warranty information. Limited AutoCad drawings of building will be provided by the City

2. Base Mapping

The Consultant shall utilize existing as-built plans, digital annual repair contract plans and asbuilt record drawings to continually update and refine the overall informational database for the facility. The Consultant shall measure the existing facilities comparing dimensions with the as-built plan information. If as-built plans are not available or are found to be inaccurate, the Consultant shall survey, measure and document the existing facilities. The Consultant shall produce accurate plans of the building in a digital format that conforms to City digital standards.

3. Architectural and Structural Building Evaluation

The Consultant shall perform a comprehensive review of the cursory facility conditions assessment report previously completed in October 2021, along with a comprehensive inspection of each area to determine the condition and the extent of deterioration of the architectural, structural and building systems and individual components of each. The condition of waterproofing systems shall be evaluated and areas requiring repairs or full reapplication shall be determined. The consultant shall make recommendations for all repairs or renovations

required to restore and maintain the building in good to excellent condition and extend the service life of the various building systems and building envelope, including, but not limited to:

- Facades, masonry, stone, sealants, waterproofing, roofing, stairs, shaftways and enclosures, doors and hardware, and metal building components.
- Offices, rest rooms, mechanical rooms, windows, doors, stairs, railings, public areas, roofs, etc.
- Elevator shafts and stair enclosures (overall structural integrity and water tightness)
- Façade Improvements: Assess needs and options for upgrades/renovation of building façades, fencing, banners, signage, architectural lighting, painting, etc.
- A hazardous building materials survey
- ADA code compliance
- Other deficiencies observed during the inspection.

Depending upon the condition of the structural elements, test pits, concrete sampling and testing, and structural analysis may be warranted. The engineering inspection shall be tailored to the general condition of the building, and only those tests which are necessary to determine the extent of deterioration of the existing structure shall be undertaken. All costs of concrete coring and other removals, along with necessary repair of surfaces to previous condition and laboratory costs shall be included, without mark-up, in expenses reimbursed by the City. The Consultant shall perform all testing required and record all observations necessary to thoroughly determine current conditions and improvements required to maintain a safe facility.

The consultant is encouraged to seek creative, innovative and cost effective solutions to increase the life of the various structural and building facility components.

4. Operational Building Systems Evaluation

The Consultant shall perform a comprehensive review of the cursory facility conditions assessment report previously completed in October 2021, along with a comprehensive inspections and testing necessary to evaluate the condition of the mechanical, electrical, plumbing, and operational building systems.

The Consultant shall meet with City of Rochester Architectural Services and Building Services staff to fully assess the age and condition of all building systems, and to determine the level of repair or replacement required. The Consultant shall work with the City to prioritize these items and determine what items should be included in the upcoming rehabilitation projects and/or programmed for future years. Building systems include, but are not limited to, the following items:

- Mechanical systems (HVAC ventilation, heating and cooling, and control systems)
- Electrical systems (building power, lighting systems and controls, fire detection, electric vehicle charging stations, revenue controls and elevators)
- Plumbing systems (drainage, piping, pumps and controls)
- Life Safety (emergency lighting, emergency back-up power systems)
- Fire protection systems (fire detection/suppression and control systems)

- Communications (emergency response systems, networked control systems, video, intercom, signing)
- Elevators: The Consultant will perform review of elevator service records, if any performance or condition concerns arise. Replacement of remaining existing elevators may be included in the annual program.
- Energy efficiency and sustainability: The City of Rochester is a NYS certified climate smart community (CSC) recognized for completing several clean energy initiatives city wide. Upgrades and installations of energy efficient building equipment.

5. Hazardous Material Survey

The Consultant shall conduct a limited asbestos, polychlorinated-biphenyl (PCB) and lead paint survey and material testing in order to identify suspected hazardous materials that will be disturbed in portions of the facility that are planned for renovations in the project. Inspection, sampling, laboratory testing, and reporting shall be by a qualified firm with licenses and certifications to perform the work. All costs shall be included, without mark-up, as the Consultant's reimbursable expenses.

6. Immediate Repair Items

The Consultant shall identify any items that require immediate remedy when performing the review of the cursory facility conditions assessment report and inspections. Such items shall include evidence of an existing unsafe condition or unsafe structure, mechanical or electrical systems that require immediate attention. The Consultant shall promptly notify the City of any such conditions.

7. Improvement Plan Development

The Consultant shall develop a comprehensive improvement plan for the facility, based upon the scope of work, repairs, replacements, rehabilitation or improvements determined during the inspections and evaluation phase. Repair, supplementation, and/or replacement of building system elements shall be considered during evaluation of rehabilitation options.

The Consultant shall prepare an estimate of the probable costs associated with the repair, rehabilitation, reconstruction, improvement or replacement of the elements for each system. Estimates shall be completed using construction cost data for the current year and incorporate anticipated escalation rates for the recommended program year(s).

8. Life-Cycle Plans

A life-cycle plan of the facility shall be developed that considers the probable remaining life of the individual systems and building elements. The factors to be considered when developing the life-cycle plans are as follows:

- Present conditions of the structure and major facility systems elements
- Life expectancy of existing structural and facility system elements
- Life expectancy of all proposed repairs and improvements

• Present worth or costs of the various repairs or improvements

The improvement plan shall include recommendations of priority for the work associated with each element. The recommendations shall be consistent with the life-cycle plans, benefit to cost ratios, and project scheduling of each component of work in the improvement plan.

The improvement plan in conjunction with the life-cycle plan for the building shall result in the setting of priorities and serve as a framework for proposed capital improvement projects.

B. Program Development

1. Five Year Program Development

Using the previously completed cursory facility conditions assessment report along with new condition data collected from the comprehensive inspections, the Consultant shall review the previous five-year program plan and update it annually. The comprehensive Five-Year Program will be a guide for preparing the annual repair contracts and will be used as a tool for requesting the allocation of funding for the necessary work.

The major structural and building facility system elements that require repair shall be prioritized based on the type and severity of deficiency, the impact of deferring the repair/maintenance on the remaining life of the system element and the cost of the work. The itemized listing of prioritized work items shall be accompanied by an estimate of probable costs.

The Consultant shall prepare recommendations for the annual repair and renovation contract based upon the itemized listing of prioritized work noted above. The Consultant shall assist the City in prioritizing and selecting the building elements and systems to receive annual repairs by considering the following items:

- Urgency of the repairs required
- Impact of deferring needed maintenance work
- Estimated cost of the repairs
- Economies of scale by grouping major work items/materials together

2. Capital Improvement Program Request Preparation

The Consultant shall assist the City in preparing requests for funding within the CIP categories that support capital improvement to the Hon. Loretta C. Scott Center for Human Services, in order to allow proper preparation of the CIP requests for funding.

The Consultant shall perform the following activities in the CIP process:

• Make recommendations of repairs, rehabilitations and improvements for the appropriate categories of the CIP.

- Define the scope of construction and prepare a detailed cost estimate for the projects to be requested in the CIP.
- Provide the City with the construction scope, summaries, reports, cost estimate and other information necessary to complete the CIP Project Requests.

C. Annual Facility Repair and Improvement Contract Preparation and Bid

1. City Building Services and Term Contractor Work Orders

The Consultant shall prepare and develop sketches and specifications, and provide technical consultation for work to be performed by the City Building Services staff and/or City term contractors, if requested by the City. The Consultant shall develop and maintain a work order request data base and track all work order requests.

2. Preliminary and Final Design Plans, Specifications and Estimates

The Consultant shall design and prepare plans, specifications and estimates for the Annual Maintenance and Improvements Contract to be bid in January of each year.

The Consultant shall prepare preliminary through final design documents, provide progress prints, specifications, and cost estimates at 50% and 95% intervals for the City's review and approval, for all work including architectural, structural, mechanical, plumbing and electrical designs. The contract documents and estimates shall include plans, details, sections, notes, estimates, specifications, and any other information identified in the contract and subcontract work plans and during project scoping. Construction of all improvements will be funded and procured by the City through competitively bid public works contracts.

The Consultant shall be responsible for, at a minimum, the following tasks:

- Coordinate with the City to obtain the project code, planning, bidding and award dates and times, and area prevailing wage rates.
- Provide the City with a revised cost estimate for the Project based upon completed Contract Documents.
- Prepare the Contract Documents for approval by the City, including bidding forms, the Contract Agreement, and General Conditions, using standard City Contract Conditions, project specifications and working drawings for the Project. The Bid Documents are to conform with City standards wherever applicable.
- Provide the City contract documents and specifications in both paper and electronic (pdf and AutoCAD) format.
- Provide coordination as needed through all phases of design, construction and commissioning (if applicable) with the City construction, engineering, architecture, building services and operating staff.
- Provide coordination and review with all relevant utilities.

3. Permits / Environmental Quality Review

The Consultant shall prepare a list of all permits, licenses, reviews, and approvals required by the Contract Documents. The Consultant shall prepare all necessary permit or other approval applications and obtain the required permits or approvals as applicable. Potential permitting and approval agencies include but are not limited to agencies of the City of Rochester such as the planning commission and City permits. The Consultant shall meet the City permitting department to review the design drawings and specifications and address all department comments prior to advertising for bids.

4. Bidding Process and Selection of Construction Contractor (Bid and Award Services)

Prior to contract letting and subsequent to final submission, the Consultant shall make necessary revisions and last minute changes to plans, specifications, and estimates that result from the City and other agency reviews.

The City will prepare the advertisement for bids to be posted on BidNet, NYS Contract Reporter and related websites and publications.

The Consultant shall provide up to five (5) copies of the Contract Documents to the City and designated departments.

The Consultant shall prepare addenda as needed during the bidding phase. Such addenda shall conform to the requirements of the City's Purchasing Agent. The Consultant shall submit up to five (5) copies of the addenda to the City and designated agencies.

The Consultant is to attend and assist the City in pre-bid meetings and pre-award meetings. Agenda and minutes of these meetings will be prepared by the Consultant.

The City will hold the public bid opening (letting).

The Consultant shall analyze the bid results and prepare a letter of recommendation for award. The analysis will include:

- Verification of the low bidder.
- Bid tabulation showing bid amounts by each bidder for each item.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.)
- Breaking the low bid into fiscal shares.
- Determining whether the low bid in unbalanced.
- For pay items bid 15% less than the Architect/Engineer's Estimate or more that 25% over the Engineer's Estimate.
- Checking accuracy of quantity calculations.
- Determining appropriateness of price bid for work in the item.
- Determining whether the low bidder is qualified to perform the work.
- This information shall be returned to the City within five (5) working days. Submit electronic and paper copies of the bid tabulations, share breakdown, bid analysis, and letter of award recommendation.

5. Construction Phase Architecture/Engineering Services (Construction Administration)

- Provide, during the construction contract to be entered into by the City for the construction of this Project, to the satisfaction of the City, periodic architecture/ engineering consultation services to verify adherence to the design and to assist in the administration of the construction until final completion and acceptance by City.
- The Consultant shall attend and assist the City in a City held pre-construction conference. The City will hold the pre-construction meeting in conjunction with the Contractor's notice-to-proceed notice for the project. Minutes of these meetings will be prepared by the Consultant.
- Check and approve shop drawings for conformance with Project design and compliance with the information given by the Contract Documents. There shall be no change in the scope of the work or in materials specified by the Contract Documents until approval for such change has been given in writing by City.
- Visit the job whenever requested by the City for the purpose of clarifying or interpreting any phase of the work.
- Conduct, in company with the City and others designated by the City, a final inspection of the Project for conformance with the design of the Project and compliance with the information given in the Contract Documents.

NOTE: Resident project representative (RPR) services solicitations and related agreements will be implemented separately.

The Consultant is hereby authorized to stop work on all or part of the Project for up to twentyfour hours, without prior consultation with the City and for any reason which the professional judgment of the Consultant requires such stoppage. Upon issuing such stop work order, the Consultant shall immediately consult with the City to resolve the problem(s) which lead to the stop work order.

D. General Administration

1. Project Coordination

The Consultant shall hold a kick-off meeting and regular review and progress meetings with the City and all other parties designated by the City for the duration of the project design and construction.

Consult with the City and other necessary and appropriate government units, utilities, organizations, and persons in order to ascertain the requirements of the Project, review the program prepared by the City and make necessary revisions herein.

The Consultant shall notify and meet with various stakeholders associated with this site, including, but not limited to City DES Architecture and Engineering and City DES Building Services. This is especially important for creation of the detailed construction schedule.

2. Budget Monitoring and Reporting

The Consultant shall monitor the budget for the Design and inspection Services Agreement of the program and prepare monthly budget reports for review. The City's facility improvement Program budget is monitored periodically at the regular facility program progress meetings.

3. Tracking of City Building Services and Term Contractor Work Orders

The Consultant shall prepare and develop sketches and specifications, and provide technical consultation for work to be performed by the City Building Services Department or City term contractors, if requested by the City. The Consultant shall develop and maintain a work order request data base and track all work order requests.

The Consultant shall assist with the quality assurance of the maintenance of the facility by tracking the requested work to assure satisfactory performance and completion. The status of work orders shall be monitored at the regular facility improvement program progress meetings.

4. Monthly Progress Meetings

Monthly progress meetings are held to update the City on the various aspects of the facility improvement program, coordinate future activities and review the budget. The consultant shall prepare the agenda for the meetings, including old and new business, and record the minutes. The meeting minutes shall be distributed to all attendees and others as requested by the City. Supplemental meetings may also be scheduled to address a specific building issue or aspects of the building.

Records Maintenance

5. Record Documents

The Consultant shall assemble and maintain files and records relating to the facility. The files and records shall include original construction specifications if available, repair records, improvement contracts, inspections records, studies and reports relating to the structural and facility system conditions.

6. Record Drawings

The Consultant shall assemble and maintain record drawings for facility. Record drawings for the initial original construction and any subsequent additions, repairs and rehabilitations shall be inventoried and cataloged.

E. Miscellaneous Architectural/Engineering Services

The City may request the Consultant perform special investigations or other architectural/ engineering tasks under the Facility Improvement Program Services Agreement. For these situations, the Consultant shall receive a verbal and/or written request from the City. The Consultant shall supply to the City estimated costs for providing these services prior to being authorized to proceed.

Product Deliverables Electronic Submission Requirements

For all phases noted above, in addition to hard copies of requested materials, at each phase of the project, the Consultant shall provide a PDF file of all deliverables for that phase. At bidding phase, the Consultant shall provide 1 (one) PDF file of all bid drawings, 1 (one) PDF file of all specifications, 1 (one) PDF file of the final estimate, and 1 (one) PDF file of the Contract Book front end (as applicable). Drawings and specifications shall be consistent in format and headings, and shall include a table of contents, with all pages numbered.

4.0 PROPOSAL REQUIREMENTS

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

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

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

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

The selection of a Consultant is within the City's sole discretion and no reasons for rejection or acceptance of a proposal are required to be given. Although costs are an important consideration, the decision will be based on qualifications and compliance with the requirements of this RFP and not solely on cost. The City reserves the right to reject any or all proposals or to accept a proposal that does not conform to the terms set forth herein. The City further reserves the right to waive or modify minor irregularities in the proposals and negotiate with Consultants to serve the City's best interest.

Consultant Information Form: Complete the form provided in Exhibit D. Verify consultant information listed on New York State Department of State database is correct. Also provide local contact information.

Proposal Evaluation Criteria

Proposals must be succinct and all pages must be numbered. <u>In no case shall specified page</u> <u>maximums in any section be exceeded.</u> 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). In addition to this, Respondents can also qualify for an additional 10% as a City Firm, an additional 10% as a MWBE firm, an additional 5-10% for MWBE sub-consultant utilization, and an additional 10% for meeting minority workforce goals. Proposers should understand that the City's MWBE and Workforce Goals apply to and will be incorporated into any agreement resulting from proposals submitted for this RFP. Please note that all consultants shall submit as part of the proposal a workforce utilization plan regardless of percentage or whether goals are met. Refer to Section 5.0 City Provisions for details.

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

Firm Qualifications (10% Score)

- Firm and Sub-Consultant Identification & Qualifications (6 pg. max): A description of the firm and sub-consultants, including the number of employees and their disciplines, their philosophy on serving clients, location, and the number of years the firm has been in business of conducting the described services.
- 2) <u>Rochester presence</u>: Information about Respondent's presence in the City of Rochester and/or any collaborative relationships with local firms that are to be formed for this Project.
- 3) <u>MWBE:</u> Statement as to whether respondent and/or specified sub-consultants are on the New York State Certified MWBE list.
- 4) <u>Relevant Firm and Sub-Consultant Experience, Recent Clients, & Relevant Projects for this type of work (10 pg. max)</u>: Include three (3) recent clients for whom the consultant has provided services *relevant* to those required herein. The list should include name, address, and contact information of the client contact person. Include a list of *relevant* projects including client name and contact information, *specific dates* when work was performed and the type of work services performed. The proposal should showcase relevant firm experience for each area of expertise the City is requesting within RFP.

Technical Proposal (40% score)

- 1) Project Understanding and Approach (8 pages max): A demonstration that the Consultant understands the proposed project and its various tasks shall be included. Provide a detailed description of the consultant's proposed unique approach. This portion of the proposal should communicate a complete in-depth understanding and approach for all services to be provided, including all multi-disciplinary architectural, engineering, site planning services, etc. as applicable. The proposal shall highlight the Consultant's project understanding and detailed approach for the project scope, including: Management of annual facility improvement program, facility condition assessment and investigation, repair and structural rehabilitation, cost effective and creative repair strategies, life health and safety, building envelope, operational building systems, accessibility, quality assurance, aesthetic and functional design. This portion should communicate the team's knowledge and experience with the City's general project policies and procedures as applicable.
- 2) <u>Technical Approach, Scope of Work, and Schedule (6 pages max)</u>: Provide a summary of scope of services for the completion of the tasks identified in this RFP. Provide a proposed MWBE Utilization Plan. The consultant may propose alternate tasks that will meet the project objectives. A detailed Gantt chart schedule for completing the tasks outlined in the RFP along with key study tasks should be included.

Project Team Qualifications (50% score)

- <u>Team Organization</u>: Makeup of the project team, including sub-consultants, with a detailed organizational chart. Include a description of how the project will be organized, identification of the <u>key</u> project team members by name, field of expertise, specific responsibilities on the project and the *estimated number of hours each specific individual will work on the project*. This section and the resumes below should showcase, as applicable, team member's relevant experience in *management of annual facility improvement program, facility condition assessment and investigation, building envelope repair and maintenance, repair and structural rehabilitation*, water mitigation and waterproofing; and familiarity with the City's general project policies and procedures.
- 2) <u>Team Resumes (1 page per team member)</u>: Include for all *key* project team members that are shown on organizational chart, including 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 and with the City's general project policies and procedures.
- 3) Any other factors that would be helpful to the Selection Committee in evaluating the consultant for this project.

Basic Services Fee/hours

No fees or wages shall be submitted with this proposal. An itemized breakdown of projected FTE (full time equivalent) estimated staff hours for the prime consultant and all sub-consultants must be clearly defined. All sub-consultants that are on the New York State Certified MWBE list should be clearly showcased. This will be used in evaluating additional weightings as outlined in Section 5.0 City Provisions.

Provide direct technical and professional personnel hour subtotals for each of the following tasks as identified in the draft scope of services for this project:

- A. Inspection and Evaluation
- B. Program Development (Master Plan)
- C. Annual Facility Repair Contract Preparation and Bid
- D. General Administration
- E. Miscellaneous Architectural & Engineering Services

The proposal <u>SHALL NOT</u> include any proposed design fees, however the City does require that the proposal include the proposed staff, specific staff assignments and MWBE utilization plan. The table/summary should be detailed such that a reviewer can get a good feel for the tasks involved and the individuals who will be performing each specific work item. The firm deemed to be the best qualified overall for this project by evaluation committee will be asked, at a later date, to submit salary schedules, staffing tables, non-direct costs, subcontractor costs, total project cost summaries and technical assumptions.

Direct Reimbursable Expenses

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

- 1. Sub-consultants
- 2. Environmental/Laboratory testing
- 3. Supplies
- 4. Travel
- 5. Rental equipment (if required)
- 6. Printing/Duplication

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

Eligibility Qualifications and Requirements

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

5.0 City Provisions

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

If the amount of the proposal and/or subsequent contract totals \$50,000 or more during the period of one (1) year, the contractor and any approved subcontractors are required to pay covered employees a living wage, as defined in City Code § 8A-18. Proposers must include with their proposal a written statement that they are committed to pay all covered employees the living wage at a minimum,, and to follow all requirements of City Code § 8A-18. A full copy may be found on the city website at https://www.ecode360.com/8673324.

Local Preference

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

City Funded Projects

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

MWBE Goals

City Council Ordinance No. 2018-54 establishes Minority and Women Business Enterprises (MWBE) utilization goals for City professional service agreements. The MWBE utilization goal for this contract is 30% in aggregate, with sub goals of 15% M (Minority) and 15% W (Woman owned), based on the total dollar amount of the Professional Services fees paid for this agreement. During the course of completing work under this agreement, the consultant is expected to attempt to achieve these goals through use of state certified MWBE subcontractors, if the consultant itself is not a state certified MWBE.

Companies who submit proposals to this RFP shall receive additional evaluation weighting points as follows:

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

If your firm is not a state certified MWBE, you are encouraged to employ sub-consultants who are New York State-certified MWBE's to the greatest extent possible. New York State-certified MWBE firms included in the City's MWBE Directory, found on the City's web site located here: <u>http://www.cityofrochester.gov/mwbe/</u> will receive preference. Only the use of New York Statecertified MWBEs will count towards meeting the MWBE goals for this project. The NYS MWBE Directory is located here: <u>https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp</u>

In your proposal, be sure to indicate if your firm is an MWBE, and if your firm will be utilizing any MWBE sub-consultants. List the name and category (M) or (W) or your firm and each proposed sub-consultant, and the amount or percent the total proposal fee that will be subcontracted to each sub-consultant

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

Minority Workforce Goals

City Council Ordinance No. 2018-54 establishes minority workforce utilization goals for City professional service agreements. The aggregate workforce goals shall be 20% minorities and 6.9% women. For professional services consulting contracts, responding companies who demonstrate that they meet or exceed both of these aggregate goals shall receive additional evaluation weighting points of 10%. The goals apply to consultant and/or sub-consultant staff who work on this contract.

In your proposal, be sure to indicate the total number of hours that your proposal is based on, and the number of hours that are projected to be worked by minority (M) and female (W) employees, as well as the percentage of total hours to be worked by M and W employees. If sub-consultants will be used, similar workforce participation information should be provided for each sub-consultant. The aggregate workforce goals for this contract may be met by any combination of prime and sub-consultant employees.

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

MWBE and Workforce Reporting

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. The plan documents will be incorporated into the agreement. The consultant shall also file City provided reporting forms quarterly, or as otherwise required by the City, to verify that MWBE goals and minority workforce goals incorporated into the agreement are achieved during the term of the agreement. Examples of all required 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.

APPENDIX A

FACILITY CONDITIONS AND NEEDS ASSESSMENT REPORT



Facility Conditions and Needs Assessment Chambers Building



Bergmann

Office: 280 East Broad Street, Suite 200 Rochester, NY 14604 Phone: 585.232.5135

Draft Report October 15, 2021



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1.0 ARCHITECTURAL OBSERVATIONS

1.1 BUILDING HISTORY AND INFORMATION

In 1915, George Eastman gave \$500,000 to the Chamber of Commerce for construction of a new building, on the condition that the Chamber raise an additional \$100,000 to equip the building. The new Chamber of Commerce Building, designed by Claude Bragdon, replaced the five-story section of the Archer Building, and abutted the surviving seven-story section. The new Chambers building sits on the northwest corner of St. Paul Street and Bragdon Place. Mr. Eastman also provided most of the funding for a rear addition to the Chamber of Commerce Building (West side) that was dedicated in 1927. The seven-story section of the Archer Building (North of Chambers Building) was demolished sometime between 1961 and 1970, and that site, became the current parking lot. The Chambers Building is not in a City of Rochester Preservation District, nor is it an individually designated historic landmark. It is however, listed in the State and National Registers (1985).

1.2 EXTERIOR OBSERVATIONS

1.2.1 Handicap Accessibility

The South side entrance to the building is at grade, on the lower level, and provides a handicap accessible entrance. Currently it is always locked and does not have security posted in the vestibule. This entry provides a handicap accessible route to the west side of the lower level via a wheelchair lift. It also provides handicap access to all the floors above and below via elevator.



Figure – Accessible Entrance (South Side)



Figure – Accessible Entrance (South Side)

1.2.2 Exterior Façade

1915 Building:

The 1915 portion of the building is constructed of composite masonry walls with an exterior face of marble panels and clay masonry (brick or clay tile) backup, and a foundation of granite panels with concrete or clay masonry back-up.





Marble Panels:

The marble, including mortar joints, are in fair-to-good condition; we noted several areas of movement that need to be addressed. Several areas of cracked cornice that needs replacement or adhesive dutchman repairs. The southwest corner cornice of the 1915 building is cracking and needs to be investigated to understand the fastening. The corner cornice will need replacement or adhesive dutchman repair. The stone façade needs to be washed below the balconies. The water wash should be low pressure wash with light scrub and rinse to remove black soot-like debris.

Granite Panels:

The granite is in fair-to-good condition; mortar joints need repointing typical. There is blistering/spalling of the granite face in locations impacted by use of deicing salts adjacent to the concrete sidewalk.

Balconies:

Railings are in distress and must have balusters and rail member removed to clean, re-braze and/or mechanically reconnect joinery. Concrete slab repairs are needed prior to new roofing membrane waterproofing replacement. Netting is needed at balcony support brackets to avoid birds nesting and deteriorating supports.

Stone Coping:

Stone coping on the northeast corner of the building is unseated and needs to be removed and reset, including any flashing required.

1925 Building Addition:

The 1925 portion of the building is constructed of steel and concrete framing with brick masonry exterior face, and granite panels at the foundation. Masonry accents and detailing is with marble panels (water table).

Marble Panels:

Marble panels are in fair condition. Mortar joints need repointing. We noted several areas of the South and West Elevations where stone sills and cornice panels were cracked and require replacement or adhesive dutchman repairs. At the entry canopy supports several areas of cracked marble panels were noted as needing replacement or adhesive dutchman repair.

Brick:

It was observed that a canopy was removed from the building on the northwest corner of the 1925 addition. The brick behind the removed canopy has large gaps in the mortar allowing significant moisture to penetrate the veneer and potentially cause significant rusting of the lintel over the doors. Brick repair, repointing and replacement is needed.



Figure – Southeast Corner CHAMBERS BUILDING ASSESSMENT REPORT – OCTOBER 15, 2021



Figure – Southwest Corner





Figure – Cracked Cornice



Figure – South Entry Canopy



Figure – Brick & Mortar Northwest Corner



Figure – South Side Balcony



Figure – Balcony



Figure – Rusted Lintel

1.2.3 Exterior Doors and Windows

1915 Building:

The 1915 portion of the building has the assumed original bronze windows and doors at the primary public building elevations (East and South).



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Windows:

Bronze Windows. The bronze windows are in fair condition. They are generally fixed in place with failing glazing (removable exterior stops) and inoperable hardware. The bronze joinery appears to be in good condition. There is evidence throughout the building of condensation and staining at the interior face that would need to be cleaned. Based on their historic significance and inherent value/durability, we recommend the windows on the public elevations be repaired. Repair procedures should be specified by a preservation consultant. Repairs should include reglazing, replacing broken glass panes, adjusting existing hardware to make operable and devising solutions for operability (if requested by the City), and providing an interior storm panel system. Interior wood paneling and surrounds require finishing; if left bare, the wood exposed to sunlight and moisture, will continue to deteriorate and crack.

Balcony Doors:

Bronze Doors to Balconies. Refer to existing conditions and recommendations listed above; sash is fixed in place with many locations having spray foam insulation closing in the gap at the door meeting stiles.

1925 Building Addition:

The 1925 portion of the building has the assumed original steel frames and sash in locations and aluminum sash infills within existing steel framing. The existing panels and decorative trim at the windows are listed as cast iron in the original building drawings (ability to rust).

Windows:

Steel frames, steel sash, and steel decorative trim: The steel components are in fair-to-poor condition and need repairing, rust removal, priming, and painting. In some locations the trim is coming loose and should be removed.

Aluminum sash infills: Aluminum sashes are failing, and we recommend replacement. The sashes are single-pane (uninsulated) and there is evidence of serious infiltration of water and air in most locations.

Entry/Exit Doors (Street Level):

All insulated metal doors are showing signs of wear, missing weather stripping and rust at the bottom of the doors. The storefront doors are also showing signs of wear and missing weather stripping, which has led to air and moisture infiltration to the respective interior spaces. Door replacement is need for the rusting/deteriorating doors, and new weather stripping and general maintenance is needed for the storefront doors.

Lintels:

We observed much of the window, door, and vent lintels (from grade through the roof level) are showing signs of rust and in some cases starting to rust jack. All lintels should be cleaned of rust, then primed and painted to preserve and protect them from future deterioration and failure.



Figure – Interior of 1915 bronze Windows CHAMBERS BUILDING ASSESSMENT REPORT – OCTOBER 15, 2021



Figure – Window on 1925 Building Addition







Figure – Rusting lintel Starting to Rust Jack

Figure – Window on 1925 Building Addition

1.2.4 Roof

The TPO Membrane roof system is in good condition overall. There was a total roof replacement approximately 20 years ago in which they installed the TPO roof system, new flashing, and new coping. Though the overall all roof condition is in good condition there are a hand full of items of note that require some attention and repair.

Roof Access Doors:

All insulated metal roof access doors are showing signs of significant deterioration. All roof doors are hard to open/close, considerable rust at base of doors, significant wear to door and hardware. It is recommended that all roof access doors be replaced.

Windows at all roof levels:

All windows at roof level need replacement in accordance with the standards outlined in the above sections.

Parapet (Elevator penthouse):

Replace original copper copings are showing signs of wear and holes in joints. Copper coping should be replaced with sheet metal coping to match remainder of roof.

Stone Coping:

Stone coping on the northeast corner of the building is unseated and needs to be removed and reset, including any flashing required.

Vegetation:

The TPO roof has two locations where vegetation has penetrated the roof membrane and grown to be significant infiltration points in the roof system. The first location is in the southwest corner of the 1925 building addition. The other point of vegetation growth is on the northeast corner of the 1915 building above the main entrance doors. Both instances require the vegetation to be removed and the membrane patched and repaired.

Reglet:

A significant section of the roof reglet is missing on the southwest side of the fourth-floor mechanical room (1925 building addition). A new reglet needs to be installed to help mitigate the infiltration of air and water behind the TPO membrane.

Roof Drain Hub:

In the northwest corner of the 1925 building addition the roof drain hub has deteriorated and caused significant water damage and possible mold/mildew growth to the ceiling below (Third floor closet next to room 343).





Roof Ladder:

One of the roof ladders, over the sixth floor of the 1915 building, has an anchor that has pulled away from the building. The anchor needs to be resecured to prevent the ladders failure while in use by building maintenance staff/contractors.

Roof Wall Penetrations:

There are several pipe, structural ties/beams, and apparatus items that penetrate the exterior walls at roof level. These penetrations are not sealed around the penetration, whether by lack of installation or wear of the installed sealants. These penetrations need to be resealed to prevent water, air, and vermin infiltration and destruction.



Figure – Coping



Figure – Vegetation TPO Membrane



Figure – Wall Penetration at Roof Level



Figure – Window at Roof level





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Figure – Roof Access Door

Figure – Missing Reglet

1.3 INTERIOR OBSERVATIONS

1.3.1 Basement

See structural report for sub-basement water mitigation. In addition to the remediation noted in the structural survey report, we feel a perk test should be done below the floor of the sub-basement to understand the needs for a possible underfloor perimeter drain.



Figure – Standing Water in Sub-Basement



Figure – Standing Water in Sub-Basement







Figure – Standing Water in Sub-Basement



Figure - Water Intrusion at Electrical Switches

1.3.2 Lower level

See structural report for southeast mechanical room water mitigation.

Handicap Accessibility:

Drinking Fountains:

The lower level does not provide a handicap accessible drinking fountain in accordance with 2020 Building Code of New York State (2020 BCNYS) Table 2902.1 and the 2020 Plumbing Code of New York State (2020 PCNYS) Section 410.3. The 2020 BCNYS Table 2902.1 requires 1 drinking fountain per 100 occupants in a business occupancy classification. The 2020 PCNYS Section 410.3 requires that where drinking fountains are required, not fewer than two drinking fountains shall be provided. This requires the installation of a "Hi/Lo" drinking fountain to be installed, one for use by individuals using a wheelchair and one for use by individuals standing. Based on preliminary Occupancy load calculation for the lower level of 97 occupants, the lower level is required to provide one drinking fountain (one "Hi/Lo").

Accessible Restrooms:

Currently the lower level provides two unisex single-user handicap accessible restrooms in conjunction with the original Men's and Women's multi-user restrooms. We find that this meets the requirements of accessible restrooms on this floor level as well as number of plumbing fixtures required by the 2020 BCNYS Table 2902.1.

Mechanical Room (East side):

The entry access stair on the north end of the mechanical room has a broken tread that needs to be replaced in the steel stair. The mechanical is a rated enclosure, and any penetration must maintain that rated enclosure. There are several through wall penetrations into the mechanical room that need to be fire stopped to maintain the rated enclosure.









Figure – Brocken Steel Tread

Figure – Mechanical Room Through Wall Penetration



Figure – Water Intrusion at Exterior Door (West Side)



Figure – Interior Window (West Side)

1.3.3 First Floor

Handicap Accessibility:

Drinking Fountains:

The first floor does not provide a handicap accessible drinking fountain in accordance with 2020 BCNYS Table 2902.1 and the 2020 PCNYS Section 410.3. The 2020 BCNYS Table 2902.1 requires 1 drinking fountain per 100 occupants in a business occupancy classification. The 2020 PCNYS Section 410.3 requires that where drinking fountains are required, not fewer than two drinking fountains shall be provided. This requires the installation of a "Hi/Lo" drinking fountain to be installed, one for use by individuals using a wheelchair and one for use by individuals standing. Based on preliminary occupancy load calculation for the first floor of 127 occupants, the first floor is required to provide two drinking fountains. The installation of a "Hi/Lo" drinking fountain would meet the requirements of the code.




Accessible Restrooms:

Currently the two first floor men's and women's multi-user restrooms meet or exceed the required plumbing fixture counts required by the 2020 BCNYS Table 2902.1, based on the preliminary occupancy load calculation of 127 occupants. The first floor, however, does not provide any handicap accessible water closets or lavatories. The 2020 EBCNYS Section 305.7 indicates that any alterations to the primary function spaces of the building could require 20% of the alteration cost to be spent on upgrading the accessible route or restroom facilities to the primary function spaces. We recommend two options to meet the requirements of providing handicap accessible restrooms facilities. The first floor. The second option is the addition of two new unisex single-user handicap accessible restrooms to provide accessible entries and fixtures to provide a handicap accessible water closet and lavatory in the men's and in the women's multi-user restrooms.

Stairwell "A":

The existing Stairwell is a rated enclosure, and any penetrations must maintain the rated enclosure. There are conduits penetrating the stair wall that must be fire stopped to maintain the rated enclosure.



Figure – Interior Window Condition (1925 Addition)



Figure – Interior Window Condition (1925 Addition)



Figure – Through Wall Penetration at Stair A



Figure – Interior Window Condition (1915 Building)





1.3.4 Second Floor

Handicap Accessibility:

Drinking Fountains:

The second floor provides one standard height drinking fountain near the men's and women's multi-user restrooms. The second floor does not provide a handicap accessible drinking fountain in accordance with 2020 BCNYS Table 2902.1 and the 2020 PCNYS Section 410.3. The 2020 BCNYS Table 2902.1 requires 1 drinking fountain per 100 occupants in a business occupancy classification. The 2020 PCNYS Section 410.3 requires that where drinking fountains are required, not fewer than two drinking fountains shall be provided. This requires the installation of a "Hi/Lo" drinking fountain to be installed, one for use by individuals using a wheelchair and one for use by individuals standing. Based on preliminary occupancy load calculation for the second floor of 111 occupants, the second floor is required to provide two drinking fountains. The installation of a single wheelchair accessible next to the existing drinking fountain drinking fountain would meet the requirements of the code.

Accessible Restrooms:

Currently the second floor provides a women's multi-user restroom that is not handicap accessible as it is located at the top of a short flight of stairs. The second floor does have one single-user handicap accessible restroom, there is no men's multi-user restroom provided on the second floor. The women's multi-user restroom meets the plumbing fixture counts required by the 2020 BCNYS Table 2902.1, based on the preliminary occupancy load calculation of 111 occupants. We recommend the addition of one new unisex single-user handicap accessible restroom on the second floor. In accordance with Section 2902.3.3 of the 2020 BCNYS, the men can utilize the plumbing fixtures on the first floor as it will be one story below and within 500 feet of travel distance.

1.3.5 Third Floor

Handicap Accessibility:

Drinking Fountains:

The third floor provides one standard height drinking fountain near the men's and women's multi-user restrooms. The third floor does not provide a handicap accessible drinking fountain in accordance with 2020 BCNYS Table 2902.1 and the 2020 PCNYS Section 410.3. The 2020 BCNYS Table 2902.1 requires 1 drinking fountain per 100 occupants in a business occupancy classification. The 2020 PCNYS Section 410.3 requires that where drinking fountains are required, not fewer than two drinking fountains shall be provided. This requires the installation of a "Hi/Lo" drinking fountain to be installed, one for use by individuals using a wheelchair and one for use by individuals standing. Based on preliminary occupancy load calculation for the third floor of 126 occupants, the third floor is required to provide two drinking fountains. The installation of a single wheelchair accessible drinking fountain next to the existing drinking fountain would meet the requirements of the code.

Accessible Restrooms:

Currently the third provides two unisex single-user handicap accessible restrooms in conjunction with the original Men's and Women's multi-user restrooms. We find that this meets the requirements of accessible restrooms on this floor level as well as number of plumbing fixtures required by the 2020 BCNYS Table 2902.1.

Stairwell "A":

The existing Stairwell is a rated enclosure, and any penetrations must maintain the rated enclosure. There is exposed wires penetrating the stair wall, behind the sprinkler riser, that must be fire stopped to maintain the rated enclosure.





Closet (adjacent to room 343):

The roof leak from the deteriorated roof drain hub above has deteriorated the hard ceiling leaving a large hole in the ceiling with possible mold/mild growing on surface of ceiling. Once roof drain hub is replaced, mold remediation may be necessary prior to ceiling repair.

Janitor's Closet (adjacent to room 303):

There is significant ceiling damage from a water leak above. Investigation of the cause of the water leak is necessary prior to ceiling repair.



Figure – Interior Window Condition (1915 Building)



Figure – Interior Transom Windows (1915 Building)



Figure – Through Wall Penetration



Figure – Janitor's Closet





1.3.6 Fourth Floor

Handicap Accessibility:

Drinking Fountains:

The fourth floor provides one standard height drinking fountain near the men's and women's multi-user restrooms. The fourth floor does not provide a handicap accessible drinking fountain in accordance with 2020 BCNYS Table 2902.1 and the 2020 PCNYS Section 410.3. The 2020 BCNYS Table 2902.1 requires 1 drinking fountain per 100 occupants in a business occupancy classification. The 2020 PCNYS Section 410.3 requires that where drinking fountains are required, not fewer than two drinking fountains shall be provided. This requires the installation of a "Hi/Lo" drinking fountain to be installed, one for use by individuals using a wheelchair and one for use by individuals standing. Based on preliminary occupancy load calculation for the fourth floor of 85 occupants, the fourth floor is required to provide one drinking fountain. The installation of a single wheelchair accessible drinking fountain next to the existing drinking fountain would meet the requirements of the code.

Accessible Restrooms:

Currently the fourth floor provides a men's and a women's multi-user restroom that meets the required plumbing fixture counts required by the 2020 BCNYS Table 2902.1, based on the preliminary occupancy load calculation of 85 occupants. The fourth floor has one single-user handicap accessible restroom. We recommend the addition of one new unisex single-user handicap accessible restroom on the fourth floor.



Figure – Daylight at Bottom of Window (1915 Building)



Figure – Roof Access Door

1.3.7 Elevators

There are currently four passenger elevators and one freight elevator located in the chambers building that appear to be original to the facility. It was observed that the existing passenger elevators are coming to the end of their operating life. The operation of the elevator is at times "shaky", and the elevator doors do not fully close. It is our recommendations to have these elevators inspected by a reputable elevator inspection agency to determine their condition and whether they are a good candidate for modernization or if they should be replaced in their entirety.





1.4 HAZARDOUS MATERIALS

1.4.1 Asbestos Containing Materials (ACM)

The July 2019 'Asbestos Survey Report', completed by Lu Engineers, was provided to Bergmann for review. Limited areas of the First and Second Floors were included as part of the July 2019 'Asbestos Survey Report', while the Basement, Lower Level, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Roof, and Exterior were not included.

- Suspect materials not identified, sampled, and/or assumed in the July 2019 'Asbestos Survey Report' will be required to be assumed as ACM, or to be sampled and analyzed for the presence of asbestos. Two (2) materials – Aircell Pipe Insulation and Mudded Fittings – were not quantified as part of this report and may be present throughout the building. Materials identified within the report may be present in areas of the building not assessed as part of the July 2019 'Asbestos Survey Report'.
 - ACM identified on the First Floor in this report include:
 - Caramel Carpet Adhesive Approximately 650 Square Feet. Located in Rooms 128 and 129.
 - Tan 9"x9" Floor Tile and associated Black Mastic Approximately 550 Square Feet Located in Rooms 128 and 134.
 - Aircell Pipe Insulation (Assumed) Not Quantified. Located in Rooms 104, 105, 107, and 109.
 - Mudded Fittings (Assumed) Not Quantified. Located in Rooms 104, 105, 107, and 109.
 - ACM identified on the Second Floor in this report include:
 - Black Sink Undercoating 6 Square Feet. Located in Room 208.
 - Yellow Cove Base Adhesive 20 Square Feet. Located in Room 231.
 - Asbestos Containing Wiring (Assumed) 6 Square Feet. Located in Rooms 226, 227, and 227A.
- Suspect materials were identified as non-ACM within the July 2019 'Asbestos Survey Report'. The locations of these materials were not identified within the report. These materials may or may not be encountered outside of the area of the First and Second Floors surveyed in the July 2019 Report. These materials, found within areas of the First and Second Floors, include:
 - Brown 9"x9" Cork Flooring
 - Tan Drywall (Partition Wall)
 - Brown Cove Base (Associated Yellow Cove Base Adhesive was identified as ACM)
 - Grey Drywall
 - White Joint Compound
 - Tan Tape
 - Wood Panel Adhesive (Was not sampled or observed, and may be ACM)
 - Grey 2'x'2 Ceiling Tile
 - Grey 1'x1' Ceiling Tile
 - Brown Glue Puck Associated with Grey 1'x'1 Ceiling Tile
 - Tan Plaster Ceiling
 - White Wallpaper
 - Wallpaper Glue
 - Grey Drywall
 - White Drywall
 - White Joint Compound
 - White Mesh Tape

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- Tan Carpet Adhesive
- Tan Wallpaper
- Grey Floor Leveler
- Grey 2'2 Recessed Ceiling Tile
- Grey Plaster Wall
- White Plaster Wall
- Tan Plaster Wall
- Dark Tan Carpet Adhesive
- Blue Cove Base
- Tan Cove Base Adhesive
- Grey Floor Leveler
- Grey Ceramic Floor Tile
- Yellow Carpet Adhesive
- Grey Grout
- Grey Set Bed
- Grey Wallpaper
- Brown Flooring
- Dark Red Cove Base
- Dark Brown Cove Base Adhesive
- Grey/White Wallpaper
- White Wallpaper Glue
- Grey Drywall
- Trace ACM material identified in this report includes Light Tan Cove Base Adhesive, the location and quantity of which is not identified.
- All Thermal Systems Insulation (TSI) including but not limited to Aircell pipe insulation and mudded fittings – is required to be assumed as asbestos containing material (ACM), or to be sampled and analyzed for asbestos.
- All duct insulation, stick-pin mastic, adhesives, gaskets, insulation tape, and vibration dampener cloth associated with ductwork is required to be assumed as ACM, or to be sampled and analyzed for asbestos.
- All cloth-insulated wiring, cementitious electrical shielding, flash guards, and cementitious boards encountered as part of the electrical system is required to be assumed as ACM, or to be sampled and analyzed for asbestos.
- All caulks, mortars, concrete patches, adhesives, and sealants to be assumed as ACM, or to be sampled and analyzed for the presence of asbestos.
- All windows, storefront windows, and doors to be assumed to have associated asbestos containing caulks and glazing, or be inspected, with materials being sampled and analyzed for asbestos. Associated wall materials and exterior brick mortar to be assumed as ACM or be sampled and analyzed for asbestos.
- Ceiling, wall, and floor materials encountered in areas not included in the July 2019 Lu Engineers 'Asbestos Survey Report' may require sampling and analysis for asbestos.
- All doors to be assumed to have associated asbestos-containing fire insulation, or be inspected, with materials being sampled and analyzed for asbestos.
- If lighting removal and replacement is to disturb ceiling materials, ceiling materials may require to be assumed as ACM, or to be sampling and analyzed for asbestos.
- The entire roof system is required to be assumed as ACM, or all materials are to be sampled and analyzed for the presence of asbestos. Asbestos containing roofing materials may exist beneath



or above non-asbestos containing roofing materials, due to layering. Additionally, residual asbestos containing materials may be present due to previous roof replacement work.

• All disturbed suspect ACM encountered during work (e.g., TSI above ceilings; within plenum spaces) will require handling in accordance with NYS Code Rule-56.

1.4.2 Lead Based Paint (LBP)

A Lead Based Paint (LBP) Survey for the building was not provided to Bergmann for review. The presence, quantity, condition, and location of lead-based paint (LBP) within and at the exterior of the building is unknown at this time. An LBP survey, conducted to determine the presence, quantity, condition, and location of LBP, may be warranted on surfaces that are deteriorated or in need of repair.

- Intact or residual LBP may be present on the following surfaces throughout the building.
 - All painted surfaces, including ceilings, walls, floors.
 - All window components, within interior and at exterior.
 - All door components, within interior and at exterior.
 - All metal and wood surfaces, within interior and at exterior.

1.4.3 Polychlorinated Biphenyl (PCB) Containing Caulk

A Polychlorinated Biphenyl (PCB) caulk survey was not provided to Bergmann for review. Caulk, containing potentially harmful polychlorinated biphenyls (PCBs), may be present within the interior and at the exterior of the building on surfaces that will be impacted by structural repair activities. A PCB caulk survey, to determine the presence, quantity, and location of PCB-containing caulk, may be warranted on caulks that may be impacted by structural repair activities.

2.0 STRUCTURAL OBSERVATIONS

2.1 BUILDING HISTORY AND INFORMATION

Bergmann has obtained information, including building construction and year built from field observation and through examination of existing drawings. The original building was constructed in 1915 and sits along Saint Paul Street, and in 1925 a large addition was added to the west along Bragdon Place. The building consists of a steel superstructure that sits on concrete pier foundations. Each floor slab consists of a reinforced concrete slab; much of the steel structure is encased in concrete, primarily for the purpose of providing fire protection for the steel framing.

A visual inspection of the structural elements was conducted on June 3rd, 2021. The visual inspection was limited to structural elements (walls, slabs, beams, columns, etc.) that were easily accessible and not hidden. The structural report summarizes the observations made and evaluates the severity of any items of concern. The intent of the report is to verify the structural integrity of the building and to identify any potential structural issues which would require repair or replacement. A markup showing the approximate locations in plan and elevation of each of the items listed below may be found in Appendix B – Deficiency Plan Markups.

2.2 HAZARDOUS MATERIALS

Asbestos Containing Materials (ACM)

The July 2019 'Asbestos Survey Report' completed by Lu Engineers, identified eight (8) Asbestos Containing Materials (ACM) throughout limited areas of the interior of the First and Second Floors. Two (2) of these identified materials, Aircell Pipe Insulation and Mudded Fittings, were identified as components of the plumbing and HVAC system of the building and may be impacted by structural repair activities. In lieu of sampling and





analysis, these two (2) materials were assumed to be asbestos containing and were not quantified at the time of the asbestos survey. These and other unidentified ACM may be presumed to exist throughout the building. As such, all Thermal Systems Insulation (TSI) throughout the building is required to be assumed as ACM, or to be sampled and analyzed for asbestos according to all pertinent regulations of NYS Code Rule 56.

Any materials not identified, sampled, and/or assumed in the July 2019 'Asbestos Survey Report' that will be impacted by structural repair activities (including, but not limited to, caulks, mortars, concrete patches, adhesives, plasters, and sealants) will be required to be assumed as ACM, or to be sampled and analyzed for the presence of asbestos. Materials impacted by repair, replacement, or renovation activities outside of the previously surveyed area located on the First and Second Floors may require sampling and analysis. Refer to the July 2019 'Asbestos Survey Report' for previously identified materials.

All disturbed suspect ACM materials are encountered during work (e.g. TSI above ceilings; within chases, or within plenum spaces) the material will require handling in accordance with NYS Code Rule-56.

Lead Based Paint (LBP)

A Lead Based Paint (LBP) survey was not provided to Bergmann for review. An LBP survey, conducted to determine the presence, quantity, and location of LBP, may be warranted on surfaces that are deteriorated or in need of repair. Such surfaces that may have LBP present include, but are not limited to, walls, ceilings, painted concrete, window and door components, and metal surfaces.

Polychlorinated Biphenyl (PCB) Containing Caulk

A Polychlorinated Biphenyl (PCB) caulk survey was not provided to Bergmann for review. Caulk, containing potentially harmful polychlorinated biphenyls (PCBs), may be present within the interior and at the exterior of the building on surfaces that will be impacted by structural repair activities. A PCB caulk survey, to determine the presence, quantity, and location of PCB-containing caulk, may be warranted on caulks that may be impacted by structural repair activities.

2.3 EXTERIOR OBSERVATIONS

Overview

The overall condition of the exterior façade appeared to be in fair shape for the age of the building. Most of the observed existing conditions listed below are the result of typical weathering and aging of a building. The observed conditions listed below represent the items that are considered highest priority and require repair or replacement. Note that none of the observed exterior façade conditions listed below represent an immediate threat to the structural stability of the building; however, a regular maintenance program should be established to ensure the condition of each item is regularly monitored. Recommendations are provided as to how to improve the more severely deteriorated structural components. For other less critical, maintenance related items refer to items with priority 2 and 3 in Appendix A – Building Conditions Assessment Observation List.

2.3.1 Observed Conditions

Deteriorated Concrete Retaining Wall at Parking Guardrail Support Anchors:

At many of the parking lot guardrail support anchors there is a significant amount of spalling concrete along the top portion of the retaining wall along the north side of the parking lot. This spalled concrete is most likely the result of a combination of seasonal temperature changes that cause cyclic expansion and shrinkage of the steel guardrail anchor embedment's as well as continued exposure to moisture and de-icing salts which can



lead to corrosion of the steel. The corrosion of the steel causes swelling and expansion of the embedded anchors and often leads to concrete spalling. It is recommended that each of the locations where the concrete retaining wall has deteriorated shall be patched. At each location the concrete surface shall be cleaned of any loose fragments, debris or other contaminants and a concrete bonding agent (i.e. Sika Armatec 1C or similar) and patch mortar product (i.e. Sika Repair 223 or similar) shall be applied. Patching each of the locations is important to help reduce further corrosion of the steel and deterioration of the concrete. It is also recommended that a caulk or sealant (i.e. Sikasil 728 SL or similar) be used to fill the joints around each of the guardrail support posts.



Figure – Spalled Concrete at Guardrail Support (0171)



Figure – Spalled Concrete at Guardrail Support (0173)



Figure – Spalled Concrete at Guardrail Support (0178) CHAMBERS BUILDING ASSESSMENT REPORT – OCTOBER 15, 2021



Cracked and Spalling Concrete at Overhang:

Along the underside of the exterior overhang located along the east side of the building, just west of the parking lot, there is visible concrete spalling and cracking visible. These areas of concrete should be repaired using an injectable mortar or epoxy (i.e. Hilti Cl 060 Crack Injection System or similar) to fill any visible cracking and a bonding agent (i.e. Sika Armatec 1C or similar) and concrete repair mortar (i.e. Sika Repair 223 or similar) to patch the areas of spalling concrete. It is important to repair any exterior deterioration to reduce the risk of moisture infiltration into the building, and in the case of spalled concrete to reduce the risk of the concrete reinforcement corroding when exposed to the exterior elements.





Figure – Spalled Concrete at Concrete Overhang (0183)

Corrosion of Window Jambs:

Several of the steel window jambs located near the street level along the south side of the building have significant deterioration where entire sections have completely corroded. At a minimum these deteriorated sections of the window framing need to be repaired such that the missing sections are restored; however, it is recommended that replacement of the entire window section be considered. These windows may have ACM caulks and glazing that will require sampling and analysis for asbestos, as well as LBP or PCB-containing caulk.







Figure – Corroded Window Jamb (0188)



Figure – Corroded Window Jamb (0189)

2.4 BASEMENT LEVEL OBSERVATIONS

Overview

The overall condition of the basement level was in fair shape for the age of the building. The most significant issue is the constant presence of moisture. The moisture that is present appears to be negatively affecting everything from mechanical equipment function to steel equipment supports and long-term integrity of masonry and concrete walls. Most of the observed existing conditions listed below are the result of water infiltration, either through basement walls or up through the floor; it is likely that any waterproofing that was installed in the early 20th century when the building was originally built has surpassed its functional life and is no longer providing adequate protection against moisture infiltration. Ultimately it is recommended that the source of water be addressed prior to performing any other basement level repairs or replacements. Note that the observed basement conditions listed below do not represent an immediate threat to the structural stability of the building; however, the moisture issue will continue to rapidly deteriorate all building systems that are present within the basement level. Recommendations are provided as to how to improve the more severely deteriorated structural components. For other less critical items refer to items with priority 2 and 3 in Appendix A – Building Conditions Assessment Observation List. These items should be included in a regular maintenance program to ensure that each condition is monitored and can be addressed prior to becoming a higher priority deficiency.

2.4.1 Observed Conditions

Standing Water along Floor and Moisture Running along Walls:

Throughout most of the sub-basement area, boiler room and coal stack rooms in the northeastern portion of the 1925 building addition there is a significant amount of water present. There is standing water across much of the floor in these areas as well as noticeable moisture running down the inside of the basement walls, especially along the eastern wall of the coal storage rooms. It is recommended that excavation along the exterior side of the





eastern basement wall be completed to allow for the application of new waterproofing along the exterior side of the basement walls. This approach would serve as the most effective method of addressing the water issue and reducing the water infiltration through the basement walls. Application of an interior wall treatment would be far less effective at preventing water infiltration over the remaining life of the building and even if this approach worked perfectly, it would mean that the moisture would be permanently trapped within the wall, which is not desirable structurally. In addition, it is recommended that the existing sump pump be removed and replaced to assist with moving any existing moisture out of the basement. Any coatings or sealants encountered during excavation along the exterior side of the eastern basement wall will require sampling and analysis for asbestos or be assumed as ACM.



Figure – Standing Water at Basement Floor (0005)



Figure – Existing Sump Pump in Basement (0001)



Figure – Water along Basement Floor (9984)



Figure – Water Running along Basement Wall (9973)



Crumbling Brick, Spalling Concrete Walls, and Efflorescence:

As a result of the high levels of moisture present within the basement, many of the masonry and concrete walls are showing signs of significant deterioration. The moisture should be addressed prior to performing any long-term repairs of these portions of the building, otherwise any patch performed will only continue to deteriorate at an accelerated rate. Once the water has been addressed as recommended above then these portions of masonry and concrete shall be repaired using a surface applied cementitious mortar repair product (i.e. Sika Repair 224 or similar). Caulks, mortars, concrete patches, and sealants that may be impacted by repair activities will require sampling and analysis for asbestos or be assumed as ACM.



Figure – Spalled Concrete Basement Walls (9976)



Figure – Crumbling Masonry Basement Walls (9985)







Figure – Deteriorated Basement Walls (9986) Corrosion and Deterioration of Equipment Supports:



Figure – Deteriorated Concrete Basement Walls (9988)

As a result of the large amounts of standing water within the basement, many of the existing steel equipment support frames are significantly corroded. These supports should be replaced with new support framing, but only after the water issue has been mitigated. Note that an alternate approach could be to install new concrete housekeeping pads to support the equipment in lieu of steel frames.



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Figure – Corroded Equipment Support Post (9982)

Figure –Corroded Equipment Support Frame (9983)



Figure – Corroded Equipment Support Post (9998)



Figure – Deteriorated Equipment Support (9999)

Corrosion and Deterioration of Suspended Equipment Hanger Supports:

Several of the existing suspended equipment hanger support frames are significantly corroded. These supports should be replaced with new support framing and new hanger rods, but only after the water issue has been mitigated. All Thermal Systems Insulation (TSI) associated with plumbing and HVAC systems that may be impacted by support replacement is assumed to be ACM or will require sampling and analysis for asbestos.



Figure – Corroded Equipment Support Hangers (9974) Spalled Concrete at Underside of Concrete Slab:



Figure –Corroded Equipment Support Frame (9975)

There are a few locations where concrete has spalled off along the underside of the concrete slab for the floor above the basement; this loss of concrete in most cases has exposed the slab reinforcement. Exposed reinforcement will corrode and continue to promote slab deterioration, so it is recommended that at





each of these spalled concrete locations that a bonding agent (i.e. Sika Armatec 1C or similar) be applied and that a concrete patch product (i.e. Sika Repair 223 or similar) be used to restore the concrete cover along the underside of the reinforcement.



Figure – Spalled Concrete and Exposed Rebar (0003)



Figure – Spalled Concrete and Exposed Rebar (0015)

Cracked Masonry Walls:

Cracks of varying size and type are visible throughout the masonry walls within the basement. The two main types of cracks observed are narrow vertical cracks which appear to be associated with wall penetrations or anchors for pipes and ducts that have been installed, and diagonal stairstep cracks which suggest some differential movement of the floor above. None of the cracks that were observed were visible on both sides of the wall and are likely localized within a single wythe of the built-up masonry wall construction. It is recommended that all cracks be repaired using a crack injection mortar or epoxy product (i.e. Sikadur Crack Fix or similar). All caulks, mortars, concrete patches, and sealants impacted by masonry wall repair will require sampling and analysis for asbestos or be assumed as asbestos containing.





Figure – Cracked Masonry at Anchor Inserts (0008)



Figure – Cracked Masonry at Wall Penetration (0010)



Figure – Cracked Masonry (0009)



Figure – Cracked Masonry Column Enclosure (0012)







Figure – Cracked Masonry (0040)



Figure – Diagonal Stairstep Crack in Masonry (0027)



Figure – Cracked Masonry at Column Enclosure (9980)



Figure – Diagonal Stairstep Crack in Masonry (0029)

Loss of Concrete Encasement at Steel Framing:

The typical concrete encasement around many of the steel structural beams has been removed at numerous locations to allow for steel hangers and overhead utility support framing to be easily welded to the steel superstructure. This concrete acts primarily as a form of fireproofing for the steel superstructure, so it needs to be restored. A concrete repair product (i.e. Sika Repair 223 or similar) shall be used to infill all portions of concrete encasement that have been removed.







Figure – Portion of Removed Concrete Encasement (0024)



Figure – Portion of Removed Concrete Encasement (0025)

2.5 LOWER-LEVEL OBSERVATIONS

Overview

The overall condition of the lower level was in fair shape for the age of the building. Most of the observed existing conditions listed below are the result of typical aging of a building. The observed conditions listed below represent the items that are considered highest priority and require repair or replacement. Note that none of the observed conditions listed below for the lower level represent an immediate threat to the structural stability of the building; however, a regular maintenance program should be established to allow for the condition of each item to be monitored. Recommendations are provided as to how to improve the more severely deteriorated structural components. For other less critical items refer to items with priority 2 and 3 in Appendix A – Building Conditions Assessment Observation List.

2.5.1 Observed Conditions

Corrosion and Deterioration of Exposed Steel Framing:

The visible steel framing along the east wall of the mechanical room located at the east end of the lower level within the portion of the building completed in 1915 was showing signs of significant corrosion. The deteriorated steel suggests the presence and infiltration of water. Ultimately the source of water needs to be identified and stopped; however, it is also important to reduce exposure of the steel and therefore it is recommended to clean and remove all rust from the exposed steel framing and then to provide a fresh coat of rust inhibitive primer to all exposed steel in the area.









Figure – Corroded Steel Framing (0072)

Figure – Deteriorated Steel Framing (0071) Spalling Concrete Walls and Efflorescence:

Visible efflorescence and some mild concrete spalling are visible along the eastern wall of the lower-level mechanical room. Though no moisture was present at the time of the field observation, these visible signs of past moisture presence need to be addressed. In review of the existing drawings, it seems that the street level sidewalk sits directly above this portion of the eastern building wall; it is recommended that all street level joint sealants be replaced at the interface between the sidewalk and building wall (i.e. Sikasil 728 SL or similar). Street level joint sealants will require sampling and analysis for asbestos, or to be assumed as ACM. Sampling and analysis for PCB for these sealants may be warranted.



Figure – Spalled Concrete and Efflorescence (0073)



Broken Steel Stair Tread:

One of the steel stair treads used to access the mechanical room located at the east end of the lower level is completely broken. This stair tread should be repaired or replaced in full to restore the required maintenance access to this room.



Figure – Broken Steel Stair Tread (0069)

Unsupported Masonry over Penetrations in Masonry Walls for Ductwork:

There are a few locations throughout the lower level where penetrations through masonry walls for ductwork do not include any sort of steel lintel support over the wall penetration. The masonry above the opening is unsupported; therefore, it is recommended that new steel angles be provided as lintels spanning over the wall penetration and providing proper load path to transfer the weight of the masonry wall above the opening to the adjacent portions of wall on either side of the wall opening. All caulks, mortars, concrete patches, sealants, and plaster wall materials impacted by masonry support installation will require sampling and analysis for asbestos or be assumed as asbestos containing.









Figure – Unsupported Masonry Wall Penetration (0055)

Loss of Concrete Encasement at Steel Framing:

Figure – Unsupported Masonry Wall Penetration (0057)

The typical concrete encasement around a few of the steel structural beams has been removed to allow for steel hangers and overhead utility support framing to be easily welded to the steel superstructure. This concrete acts primarily as a form of fireproofing for the steel superstructure, so it needs to be restored. A concrete repair product (i.e. Sika Repair 223 or similar) shall be used to infill all portions of concrete encasement that have been removed.





Figure – Portion of Removed Concrete Encasement (0056)

Large Cracks and Uneven Concrete at Slab-on-Ground:

There are large cracks and uneven or dislodged portions of the concrete slab within the mechanical room at the east end of the building. These cracks should be repaired using crack injection mortar or epoxy (i.e. Sikadur Crack Fix or similar), and a self-leveling concrete repair product (i.e. Sika Level 125 or similar) should be used to address the uneven slab locations. All caulks, mortars, concrete patches, and sealants impacted by this crack repair will require sampling and analysis for asbestos or be assumed as asbestos containing.



Figure – Portion of Removed Concrete Encasement (0074)



2.6 FOURTH-LEVEL OBSERVATIONS

Overview

The overall condition of the visible portion of the fourth level was in good shape. The observed existing conditions listed below are the result of typical building use for a building of this age. The observed conditions listed below represent the items that are considered highest priority and require repair or replacement. Note that none of the observed conditions listed below for the fourth level represent an immediate threat to the structural stability of the building; however, a regular maintenance program should be established to allow for the condition of each item to be monitored. Recommendations are provided as to how to improve the more severely deteriorated structural components. For other less critical items refer to items with priority 2 and 3 in Appendix A – Building Conditions Assessment Observation List.

2.6.1 Observed Conditions

Inadequate Concrete Cover with Exposed Slab Reinforcement:

The reinforcement for the concrete slab above the fourth level mechanical room does not have adequate concrete cover and has become visible at large sections of the slab above the mechanical room. There is some spalling that is visible which has resulted in fully exposed reinforcement. Exposed reinforcing is more likely to corrode and deteriorate, thus reducing the structural capacity of the concrete slab. It is recommended that a bonding agent (i.e. Sika Armatec 1C or similar) be applied and then a concrete patch mortar product (i.e. Sika Repair 223 or similar) be applied to ensure adequate concrete cover is provided. All caulks, mortars, concrete patches, and sealants impacted by this cover repair will require sampling and analysis for asbestos or be assumed as asbestos containing.



Figure – Spalled Concrete and Exposed Slab Reinforcement (0101)

Loss of Concrete Encasement at Steel Framing:



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The typical concrete encasement around many of the steel structural beams has been removed at numerous locations to allow for steel hangers and overhead utility support framing to be easily welded to the steel superstructure. This concrete acts primarily as a form of fireproofing for the steel superstructure, so it needs to be restored. A concrete repair product (i.e. Sika Repair 223 or similar) shall be used to infill all portions of concrete encasement that have been removed. LBP may be present on the surface of these concrete encasements.



Figure – Portion of Removed Concrete Encasement (0099)



Figure – Portions of Removed Concrete Encasement (0102)



Figure – Portion of Removed Concrete Encasement (0100)



Figure – Portion of Removed Concrete Encasement (0105)



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2.7 FIFTH-LEVEL OBSERVATIONS

Overview

The overall condition of the visible portion of the fifth level was in good shape. The observed existing conditions listed below are the result of typical building use for a building of this age. The observed conditions listed below represent the items that are considered highest priority and require repair or replacement. Note that none of the observed conditions listed below for the fifth level represent an immediate threat to the structural stability of the building; however, a regular maintenance program should be established to allow for the condition of each item to be monitored. Recommendations are provided as to how to improve the more severely deteriorated structural components. For other less critical items refer to items with priority 2 and 3 in Appendix A – Building Conditions Assessment Observation List.

2.7.1 Observed Conditions

Crack in Concrete Slab, Column Enclosure and Ceiling:

There is a crack that extends from the fifth level slab in the storage area up through the wall and column encasement and across the ceiling. This crack appears to align with the approximate location of the expansion joint that likely exists between the original 1915 construction and the 1925 addition. It is recommended that this crack be filled using an injectable mortar or epoxy repair product (i.e. Sikaflex 1C SL or similar). Crack propagation should be regularly monitored as part of annual building maintenance. All caulks, mortars, concrete patches, and sealants impacted by this crack repair will require sampling and analysis for asbestos or be assumed as asbestos containing. LBP may be present on the surface of the wall and ceiling associated with this crack.



Figure – Crack at Approximate Building Joint Location (0130)



2.8 SIXTH-LEVEL OBSERVATIONS

Overview

The overall condition of the sixth level was in good shape. The observed existing conditions listed below are the result of typical building use for a building of this age. The observed conditions listed below represent the items that are considered highest priority and require repair or replacement. Note that none of the observed conditions listed below for the sixth level represent an immediate threat to the structural stability of the building; however, a regular maintenance program should be established to allow for the condition of each item to be monitored. Recommendations are provided as to how to improve the more severely deteriorated structural components. For other less critical items refer to items with priority 2 and 3 in Appendix A – Building Conditions Assessment Observation List.

2.8.1 Observed Conditions

Loss of Concrete Encasement at Steel Framing:

The typical concrete encasement around many of the steel structural beams has been removed at numerous locations to allow for steel hangers and overhead utility support framing to be easily welded to the steel superstructure. This concrete acts primarily as a form of fireproofing for the steel superstructure, so it needs to be restored. A concrete repair product (i.e. Sika Repair 223 or similar) shall be used to infill all portions of concrete encasement that have been removed. All caulks, mortars, concrete patches, sealants, and plaster wall materials impacted by encasement repair will require sampling and analysis for asbestos or be assumed as asbestos containing. LBP may be present on the surface of these concrete encasements.



Figure – Portion of Removed Concrete Encasement (0152)



Figure – Portion of Removed Concrete Encasement (1054)







Figure – Portion of Removed Concrete Encasement (0160)



Figure – Portion of Removed Concrete Encasement (0169)

3.0 MECHANICAL OBSERVATIONS

3.1 PLUMBING/FIRE PROTECTION

3.1.1 Introduction

A visual inspection of the Plumbing and Fire Protection elements was conducted in early June 2021. The visual inspection was limited to Plumbing and Fire Protection elements that were accessible. No equipment covers were removed as a part of the inspection. The Plumbing/Fire Protection report summarizes observations made of the existing equipment conditions. The intent of the report is to verify the existing condition of the Plumbing and Fire Protection systems in the building and to identify any potential issues which would require a more thorough, detailed investigation before any additional repair or replacement of existing Plumbing or Fire Protection components is completed.

3.1.1.1 Observations3.1.1.1.1 Existing Conditions

Domestic City Water Supply

A 3-inch domestic water supply enters the building on the lower level at the east side of the building. Supply pressure was shown as 50 psig. A set of 2 hp Aurora water booster pumps increase the pressure to 65 psig. One of the two pump runs continuously. The pumps are sized for 30 gpm at 58 ft of head.



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There is a single 3-inch water meter followed by a pair of 1 ¹/₂-inch RPZ backflow preventers on the incoming water service. Domestic water is then distributed up through the building at a couple of riser locations in the original building and the 1925 addition. It primarily serves restrooms throughout the building but also provides makeup water to the hot water heating system, the chilled water system, and the condenser water system.



Figure: Incoming City water meter

Figure: Domestic water booster pump set

A set of booster pumps located on the fourth floor to provide additional flow to this level and above. These pumps served both the domestic cold and hot water systems and were not operating during the inspection. It is believed the basement booster pump provides this flow to the whole building now.

Building personnel have stated that discolored water has been seen coming from some of the fixtures in the building. This was not witnessed during the inspection but is believed to mostly occur in unused/underutilized areas of the building where fixtures may go long periods of time between uses.

Much of the water supply system was replaced/installed with the 1970 however some fixture and piping do remain from earlier building installations.

Backflow prevention is in place for the heating hot water system. The backflow preventer is located in the boiler room on the basement level.

Domestic Hot Water Supply

The domestic hot water system is located in the boiler room on the basement level. A 40-gallon AO Smith, natural gas-fired domestic hot water tank serves the building. There is a small recirculation loop served by a Grundfos 26-99BFc circulator that runs continuously. The flue vent is tied to the same stack as the hot water boilers.







Figure: Domestic hot water heater

The full extent of the hot water recirculation loop is unknown and most restroom fixtures did not have hot water available at the fixture within one minute of starting flow at the fixture. Studying the drawings from the 1970 renovation reveals that the extent of the hot water recirculation loops was to the location of the former kitchen areas on the second and third floors. The restroom groups in the building did not have recirculation loops. As the kitchen areas were renovated, it is unknown exactly how the recirculation loops were revised in the building.

Currently the domestic hot water system only serves restrooms, kitchen sinks, and janitor mop sinks throughout the building.

The current hot water tank is adequate for the low hot water loads in the building. If additional uses such as showers or food prep areas are added, additional capacity will be required. Installing a recirculation loop to serve all of the restrooms in the building would require a significant amount of work.

Sanitary System

A 6-inch sanitary drain serves the building on the east side of the 1925 addition. All drains in the building flow by gravity to this point where the sanitary waste leaves the building.

Storm Water System

An 8-inch storm drain serves the building on the east side of the 1925 addition.

There is a sump pit in the boiler room on the subbasement level. The sump has two 2-hp pumps (Weil model 4521). That eject water to the storm water building drain. The pumps and the level switches appeared to function as required during the site inspection. Some areas of the floor around the sump are lower than the sump so all water on the floor does not drain into the sump. The sump cover is in poor condition and is covered in oxidation and biological growth.



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Water is drained from the roof using cast iron roof drains. Overall, the drainage on the roof appeared to be adequate as there was no significant ponding. Building personnel do state that the roof drains are beginning to fail due to significant corrosion. Many will need to be replaced.

Natural Gas System

A 4-inch high pressure gas line serves the building. The gas meter and regulator assembly are located outside on the northeast corner of the 1925 addition. There is a roots style flow meter with a capacity of 5,000 cfh. A 6-inch line enters the building through the former coal storage bin under a part of the parking lot. From here it serves the equipment in the boiler room including the two hot water boilers and the domestic hot water tank. Parts of this line are not painted and are suffering from significant corrosion.

A bank of gas vents from the natural gas pressure regulators on the boilers also leaves the boiler room through the former coal bunker and vent on the northeast corner of the 1925 addition.



Figure: Natural gas service

Fire Protection Systems

Fire protection water service

The building has a fire protection water connection to the downtown fire protection loop. The service is a 6-inch connection and the incoming water pressure is about 110 psig.







Figure: Fire water service backflow preventer

There is a standpipe with outside fire department connection on the northwest corner of the building at the stair tower. There is an additional standpipe located in the stair tower located between the elevator banks at the corner of the original building and the addition. One more standpipe is located at the front of the building in a stair tower on the east side of the building.



Figure: FP Valve

Figure: Stairwell rise and Hose Cabinet (not in use)

Hose cabinets are located throughout the building, but the hoses have been removed.

A tag on the incoming water service indicated a static pressure of 105 psig and a residual pressure of 95 psig. The last test was conducted on 7/26/2019.

Fire sprinklers

The fire protection system consists of a 6-inch wet system riser located in the mechanical room on the lower level at the front of the building. This service is adjacent to the incoming potable city water line. Sprinklers have been added through most of the building. They are mostly located in the drop ceilings but have also been added to some areas as exposed piping.

3.1.1.2 Asbestos Containing Materials

The July 2019 'Asbestos Survey Report' completed by Lu Engineers, identified eight (8) Asbestos Containing Materials (ACM) throughout limited areas of the First and Second Floors. Two (2) of these identified materials, Aircell Pipe Insulation and Mudded Fittings, were identified as components of the plumbing and HVAC system of



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the building. In lieu of sampling and analysis, these two (2) materials were assumed to be asbestos containing and were not quantified at the time of the asbestos survey. These and other unidentified ACM may be presumed to exist throughout the building. As such, all Thermal Systems Insulation (TSI) throughout the building is required to be assumed as ACM, or to be sampled and analyzed for asbestos according to all pertinent regulations of NYS Code Rule 56.

Any suspect materials not identified, sampled, and/or assumed in the July 2019 'Asbestos Survey Report' (such as gaskets, caulks, mortars, tapes, insulations, and adhesives) that will be impacted by repair, replacement, or renovation activities will be required to be assumed as asbestos containing, or to be sampled and analyzed for the presence of asbestos. Materials impacted by repair, replacement, or renovation activities outside of the previously surveyed area located on the First and Second Floors may require sampling and analysis. Refer to the July 2019 'Asbestos Survey Report' for previously identified materials.

All disturbed suspect ACM materials are encountered during work (e.g. TSI above ceilings; within chases, or within plenum spaces), the material will require handling in accordance with NYS Code Rule-56.

3.2 HVAC SYSTEMS

3.2.1 Introduction

A visual inspection of the HVAC elements was conducted through several site visits in early June 2021. The visual inspection was limited to HVAC elements (such as ductwork, registers/grilles/diffusers, fans, equipment, piping, etc) that were accessible, no equipment covers were removed as part of the inspection. The HVAC report summarized observations made of the existing equipment conditions. The intent of the report is to verify the existing condition of the HVAC systems in the building and to identify any potential HVAC issues which would require a more thorough, detailed investigation before additional repair or replacement of HVAC components is completed.

3.2.1.1 Observations

3.2.1.1.1 Existing Conditions

Central Air Handlers

Location Serves Coils Make/Age Condition Tag 1st, 2nd, 6th Floor offices, ACU-1 6th floor CHW - 2 way McQuay/2009? Average Grand Hall (reheat zones) ACU-2 6th floor 3rd,4th floor – East side CHW – 2 way McQuay/2009? Average (VAV boxes) HHW – 2 way ACU-3 Boiler Room 1st Floor – West side CHW – 2 way McQuay/2009? Average (VAV boxes) ACU-4 4th floor 2nd, 3rd Floor – West CCW – 2 way McQuay/2009? Average side HHW - 2 way

A series of central air handlers provide ventilation and conditioning air to the majority of the building. Some serve constant airflow systems, VAV boxes, or induction units. A summary of these units is provided below.





ACU-5	4 th floor	1 st , 2 nd , 3 ^{rd,} 4 th floor (Induction Units)	CHW – 2way Glycol Loop	McQuay/2009?	Average, 100% OA
ACU-6	4 th floor	3 rd floor – North end of West side	HHW – 2 way DX	Trane	Good
ACU-8	Boiler Room	Lower level – West side	CHW – 2 way HHW – 2 way	Carrier/1987?	Poor
ACU-9	Front Mech Room – Lower Level	Lower level – East side	CHW – 2 way HHW – 2 way	McQuay/2009?	Good

The motors on some of the ACUs and return fans were accessible and some were not. Most of these are operating on variable speed drives. A summary of the motors is included below.

Tag	Supply Fan	Return Fan	
ACU-2	Yes - VFD	3hp - VFD	
ACU-2	25hp - VFD	10hp - VFD	
ACU-3	7.5hp - VFD	3hp - VFD	
ACU-4	20hp - VFD	5hp - VFD	
ACU-5	Yes – Const speed	N/A	
ACU-6	Yes – VFD 1hp – VFD		
ACU-8	Yes - VFD	Yes – VFD	
ACU-9	Yes - VFD	Yes - VFD	

All of the McQuay ACUs appear to have been installed about 2009 and are in average condition. They still have a reasonable service life ahead. The Trane unit appear to be in the best condition and may be newer. The Carrier unit (ACU-8) located in the boiler room, is the oldest unit and is in the poorest condition. It also suffers from being in the very wet boiler room space.



Figure: ACU-1







Figure: ACU-3





Figure: ACU-1 Return Fan

Figure: ACU-2 Return Fan

Much of the ductwork system is at least 50 years old and some dates back to the building construction. The newest ductwork was installed in 2001 with the addition of classrooms where the large meeting room used to be. Most of the ductwork is serviceable although cleaning and sealing is advised. Significant sections of ductwork insulation are missing in the boiler room.

Exhaust Fans

There are several exhaust fans serving discrete functions

Tag	System	Location	Туре	HP	Condition
	Room Exhaust	N.E. stair entrance	Centrifugal	unk	Not running
	Bathroom Exhaust	4 th Floor	Centrifugal	unk	Average





Figure: 4th Floor Building exhaust fan

Central Heating Systems

Heating for the building is primarily provided by two Smith cast iron section hot water boilers located in the boiler room on the basement level. Each boiler has a burner input of 3,172 MBH and a 2hp blower. The boilers are in average condition and appear to be 19 years old. This hot water system was installed sometime after 1970 and replaced the original steam heating system that was in the building. The steam system piping was abandoned in place.

Tag	System	Make	Model	Input	Туре	Age	Condition
B-1	Heating hot water	Smith	Series 28A	3,172 MBH	Cast iron sectional	2002	Average
B-2	Heating hot water	Smith	Series 28A	3,172 MBH	Cast iron sectional	2002	Average

The breeching is in good condition with proper insulation. There are draft controllers on each boiler but it is not known how functional they are. The drains from the boilers are very corroded at the end of the line. The natural gas piping is in good condition where painted but showing corrosion where the lines have not been painted.



Figure: Existing Hot Water Boilers

Figure: Existing hot water pumps

Combustion air for the boilers is provided by two fans located in the old coal bin. Air is brought in from a gooseneck on the edge of the parking lot and ducted down to the space near the door to one of the coal bins. Each fan is associated with one of the boilers. When the boiler fires, the associated supply fan runs. (These fans were not accessible during the site inspection.)




Tag	System	Туре	Flow	Head	HP	Condition
P-1	Main Heating Loop	Base mount Centrifugal	625 gpm	85 ft	20	Good
P-1A	Main Heating Loop	Base mount Centrifugal	625 gpm	85 ft	20	Good
P-2	Boiler Loop (B-1)	Base mount Centrifugal	250 gpm	45 ft	5	Good
P-2A	Boiler Loop (B-2)	Base mount Centrifugal	250 gpm	45 ft	5	Good
P-3	Perimeter radiation Gnd, 1 st , 2 nd floor	Base mount Centrifugal	112 gpm	37 ft	3	Good
P-3A	Perimeter radiation Gnd, 1 st , 2 nd floor	Base mount Centrifugal	112 gpm	37 ft	3	Good
P-4	Glycol – ACU-5	Inline Centrifugal	43.5 gpm	35 ft	1.5	Good
P-4a	Glycol – ACU-5	Inline Centrifugal	43.5 gpm	35 ft	1.5	Good
P-5	Perimeter radiation 6 th floor	Base mount Centrifugal	10 gpm	48 ft	3	Good, VSD
P-5A	Perimeter radiation 6 th floor	Base mount Centrifugal	10 gpm	48 ft	3	Good, VSD

The following pumps serve the hot water heating systems in the building. These are outlined in the table below.

None of the heating hot water pumps have variable speed drives. The pumps are relatively new and have had service in the last year.

Each boiler has its own pump and its own air separator downstream of the boiler. Main heating loop temperature is controlled by bleeding hot water from the boiler loop into the main heating loop as needed. The perimeter heating loop is then feed from the main heating loop with a similar temperature control arrangement.









Four floor-mounted expansion tanks located in the boiler room serve the heating hot water system.

Overall, the pipe insulation in the boiler room is in good condition with some small areas of damage.

Heating hot water serves the ACUs, perimeter radiation, VAV boxes, unit ventilators, and the induction units.

Central Cooling Systems

Cooling is provided to most of the building using a central chilled water system. A McQuay centrifugal chiller using R-134A is located in the sixth floor mechanical room. The chiller recently underwent a significant overall and is in good condition.



Figure: Centrifugal Chiller

Figure: Chiller control screen

Тад	System	Туре	Flow	Head	HP	Condition
P-7	Chilled Water Loop (Backup)	Base mount Centrifugal	550 gpm	102 ft	25	Good, VSD
P-8	Chilled Water Loop	Base mount Centrifugal	550 gpm	102 ft	25	Good, VSD
P-9	Condenser Water	Base mount Centrifugal	1,000 gpm	45 ft	20	Good
P-9A	Condenser Water	Base mount Centrifugal	1,000 gpm	45 ft	20	Good
P-10	Chiller Loop	Base mount Centrifugal	700 gpm	48 ft	15	Good

The following pumps serve the chilled water system:

The chiller condenser water rejects system heat through a cooling tower located out on the roof. This unit has a variable speed drive on the cooling tower fan (motor not accessible). The cooling tower is an Evapco model AT-112-112 with an estimated fan motor of 20hp and 340 tons of capacity. The cooling tower is in average condition.







Chilled water is piped to the ACU units as well as the induction units.

Unit Heaters

Unit heaters are located in the following locations. All are older units but appear to be operable.

- Northeast stair entrance
- Sixth floor mechanical room

Unit Ventilators

Unit Ventilators with heating hot water coils and fans are located in the following locations

- o St Paul Main Entrance
- o Bragdon Place south entrance vestibule
- o 3rd floor space 341A,B (formally computer labs)
- o 3rd floor space around east side classrooms
- o 4th floor elevator lobby

Induction Units

Induction units are installed around the perimeter of the building and provide conditioning along the south and west sides of the building. Each is installed beneath an existing window.

Floor	# of Induction Units
1	30
2	24
3	17
4	4

The induction units are fed water from a dual temperature piping system. This system uses chilled water in the cooling season and heating hot water during the heating season. Normally this system operates using one pump with a second as a backup. These pumps are listed below.

Tag	System	Туре	Flow	Head	HP	Condition
P-6	Dual Temp Water Loop	Base mount Centrifugal	150 gpm	75 ft	5	Good, VSD





P-7	Chilled Water Loop	Base mount	550 gpm	102 ft 25		Good, VSD
	(Backup to Dual Temp)	Centrifugal				

The induction units are in poor conditions with corroded coils and blocked condensate drains. They are well past their normal expected service life.

Baseboard heating

The baseboard heating throughout the building is primarily hot water but a few electric units do exist. Baseboard is used extensively in the stair towers, elevator lobbies, mechanical rooms, and the perimeter around the east side classrooms on the 3rd and 4th floor. It is also used in several places on the lower level and is the primary heating source on the 5th floor.



Figure: Baseboard hot water perimeter heat

Controls System

The HVAC systems are controlled by a Day Automation System. This DDC controls system was installed in 2007 and has been updated and expanded since. It controls all the major ACU units, chiller and cooling tower, boilers, pumps, VAV boxes, reheat coils, induction units, and exhaust fans. There is a single workstation in the building although building staff do not have access. The station does have remote internet access.

The system is a combination of digital electric controllers and pneumatically driven actuators. The pneumatic actuators in the system are served by a central compressed air system. This system is served by two air compressors; a 3hp Johnson and a 3.2hp Westward. During the site inspection the compressor was running about 80% indicated a significant amount of compressed air leak, some of which were audible near the compressors. A Johnson air dryer rated at 23 cfm serves the system.







Figure: Compressors and dryer for pneumatic control system

3.2.1.2 Asbestos Containing Materials

The July 2019 'Asbestos Survey Report' completed by Lu Engineers, identified eight (8) Asbestos Containing Materials (ACM) throughout limited areas of the First and Second Floors. Two (2) of these identified materials, Aircell Pipe Insulation and Mudded Fittings, were identified as components of the plumbing and HVAC system of the building. In lieu of sampling and analysis, these two (2) materials were assumed to be asbestos containing and were not quantified at the time of the asbestos survey. These and other unidentified ACM may be presumed to exist throughout the building. As such, all Thermal Systems Insulation (TSI) throughout the building is required to be assumed as ACM, or to be sampled and analyzed for asbestos according to all pertinent regulations of NYS Code Rule 56.

All duct insulation, stick-pin mastic, adhesives, gaskets, insulation tape, and vibration dampener cloth associated with the HVAC system is required to be assumed as ACM, or to be sampled and analyzed for asbestos.

Any suspect materials not identified, sampled, and/or assumed in the July 2019 'Asbestos Survey Report' that will be impacted by repair, replacement, or renovation activities will be required to be assumed as asbestos containing, or to be sampled and analyzed for the presence of asbestos. Materials impacted by repair, replacement, or renovation activities outside of the previously surveyed area located on the First and Second Floors may require sampling and analysis. Refer to the July 2019 'Asbestos Survey Report' for previously identified materials.

All disturbed suspect ACM materials are encountered during work (e.g. TSI above ceilings; within chases, or within plenum spaces) the material will require handling in accordance with NYS Code Rule-56.

4.0 ELECTRICAL OBSERVATIONS

4.1 POWER DISTRIBUTION SYSTEM

480/277VAC System – This first electrical service serving the building consists of an 800A, 480/277VAC 3ph. 4 Wire electrical system located in the basement of the building and includes a Utility (RG&E) KWH Meter and 800A, 480/277VAC fused disconnect switch that serves as the Service Disconnect. This 480/277VAC service feeds the Penthouse Level HVAC and Plumbing equipment via (2) Motor Control Centers (MCC). Electrical usage for the 2020 year indicates a Peak Demand for this 480/277VAC service of 313KW or about 445 Amps. Given the 800A 480/277VAC service it is our opinion that the service is still adequate for the facility assuming no large electrical



loads are planned for the future at this time. Also taking into account this past year (2020) being a year of reduced occupancy due to Covid 19 we do not see a large impact on the 480/277VAC service as it is primarily used for the HVAC and Plumbing equipment and these systems continued to operate during the span of this past year.

The electrical equipment for the 480/277VAC voltage is a blend of both newer and older with the Main 800A switch and the MCC's on the penthouse level and 4th floor being older and in good shape. Additionally, there have been fairly recent upgrades to the mechanical equipment within the building. The electrical equipment associated with this updated mechanical equipment such as disconnects, motor controllers, variable frequency drives etc. appears to have been updated as well at that time. The age of the 480VAC riser cables carrying the 480VAC Power from the Basement to the Penthouse levels is not known and it is suggested that these cables be located and meggered to determine their physical integrity going forth into future.

120/208VAC System – This second and third electrical services serving the building consists of an 800A and a 250A 120/208VAC 3Ph. 4 Wire electrical systems located in the basement of the building and is served by the Utility (RG&E) owned Transformer also in the basement, KWH Meter and 800A, 480/277VAC fused disconnect switch that serves as the Service Disconnect. The second 120/208VAC service is also off the RG&E transformer and is coupled to a 400A service disconnect switch fused for 250A. The 120/208VAC system is primarily distributed from an old 800A, 120/208VAC Square D QMB Style Fusible Power Distribution Panel located in the basement. This distribution panel is utilized to provide branch circuits to the numerous power panels located throughout the facility and the elevators. The 120/208VAC system is the power system serving the building's Lighting, House Power (receptacles loads) and also the buildings (3) elevators. The 250A service is connected to a older style fused power panel in the sub-basement and appears to serve mech equipment and a couple branch circuit panels on the first floor level.

Electrical usage for the 2020 year indicates a Peak Demand for this 800A, 120/208VAC service of 108KW or about 350 Amps. Given this 800A 120/208VAC service and taking into account this past year (2020) being a year of reduced occupancy due to Covid 19 we believe this electrical load should be tracked via the ongoing utility bills as the building becomes re-populated. Knowing this service has existed for many years going back to when the building was thoroughly populated and the fact that many of the newer systems requiring electricity such as lighting, computers etc. utilize much less power than earlier systems and equipment we feel the service is adequate at 800A going forward.

120/208VAC electrical systems branch circuit power panels distributing power are located throughout the facility with 3 to 5 power panels located on each floor. These power panels vary in age, type and condition with some being very old, some old (1970's ERA) and a few newer style. The age of the feeder wiring to these panels from the 800A switchboard in basement is not known but based on the previous bldg.. renovation drawings from the 1970's it is suspected they were updated then along with the balance of the branch circuit power panels. It is suggested that the existing feeders from the Main Distribution Panel in the basement to the bldg's. power panels be meggered to test their integrity going forth into the future.

Both the 120/208VAC and 480/277VAC power systems described above serving the building both have fuses as their "main overcurrent devices" this is good as fuses are rated for 100% of their respective ratings, this as opposed to circuit breakers which per the National Electrical Code are limited to loading of 80% of their nameplate rating unless specifically designed for 100%.

4.2 GROUNDING SYSTEM

The facilities grounding system is expected to be original to the facility and should be tested by an electrician with current methods. This is important as over time connections can loosen, corrosion can occur to grounding electrode conductors and the grounding electrodes themselves. During the assessment it did not appear that the domestic or fire protection water service piping was connected to the buildings grounding system. This is typically



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a red flag if the piping is of a conductive type (not plastic) Additionally the service grounding electrode conductors should also have their existing sizes verified to ensure compliance with the National Electrical Code.

4.3 LIGHTING SYSTEM

The buildings lighting system is a mix of older type fluorescent with T8 lamping and even a few very old T12 fluorescent lamps. It is recommended that these older fluorescent lights be changed out where they are in disrepair or where areas are refreshed. Also, there is some High Intensity Discharge (HID) and incandescent lighting present. Much of the old-style incandescent lighting units have compact fluorescents lamps connected to them. The color temperature of the existing lamping varies especially in areas not have not been updated in the past few years. The lighting system is all running on the 120/208VAC house power or specifically 120V. The most updated lighting system switching where the building has been updated in 2001 does employ Occupancy Sensors to control lighting that was required to meet the Energy Code at that time. These includes lighting in partial spaces on Lower Level and 2nd floors with all of 3rd and 4th floors having these occupancy switches. Other areas of the buildings have primarily simple toggle style on/off switches for lighting control.

Life Safety Emergency Egress lighting is achieved at the facility by Battery Backed Emergency Lights either wall or pendant mounted. It was observed that the areas that have been more recently renovated including partial areas on the Lower level and 2nd levels and the 3rd and 4th levels and are occupied generally have adequate emergency/egress lighting provided however being battery backed it is unknown the condition of these batteries or when they have been tested and/or replaced. The remaining older areas of the building are provided with minimal emergency/egress battery backed lighting units. These were pushbutton tested during the facility walk through and many of these older units are in need of replacement. Additionally in these areas it is our recommendation that many emergency egress lights should be added along the paths of egress to better light these paths through the facility.

Life Safety Battery Backed Exit Lighting can be described similarly to the egress lighting with the newest units provided in the areas renovated 2001 era. The remaining building does have a combination of newer and older Exit lights, so they have been partially replaced over the years. It is recommended that a thorough study and determination of the egress paths be reviewed and confirmed and that new Emergency Lighting and Exit lighting units be added to bring it up to code where it is lacking.

4.4 FIRE ALARM SYSTEM

The buildings Fire Alarm System is a Simplex Addressable Type system that includes a 4100U Fire Alarm Control Panel, remote annunciator panels and fire alarm devices throughout the facility. This system was installed around 2003-2004 era. In reaching out to the local Simplex office they recommend updating the CPU in the unit to the current level of hardware and software available. The fire alarm system does appear cover the entire facility with the fire alarm wiring is largely in conduit.

In addition to the fire alarm system the facilities fire rated walls, ceilings, floors etc. should be identified and the electrical equipment passing through these fire separations should be located and proper fireproof sealing should added and/or replaced if missing or found to be in unsatisfactory condition.

4.5 MISC ELECTRICAL

Being a older facility there are many existing electrical components that exist including, raceways, electrical cabinets/boxes, electrical equipment supports, vertical riser systems and supports in vertical chases etc. Some of these systems are very old but still being utilized. It is recommended that this electrical equipment that is observed to be corroded, broken or otherwise in disrepair be replaced where still in use. Equipment no longer in use shall be removed and disposed of.



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Low Voltage Wiring – The facility has generations of low voltage wiring that exists with some being active and others no longer active. It is suggested that the wiring for theses system be investigated by a electrician and those systems no longer in use be removed. The support infrastructure system for the low voltage wiring was observed to be in some areas very messy. This is common as system wiring is added over the life of a facility. Once the existing no longer in use wiring is identified and removed it is suggested that the existing to remain wiring be neatened up and much as possible.

4.6 ELEVATOR SYSTEMS

The facility has existing (3) elevators, 2 being passenger type and (1) being freight. These elevators appear to be original to the facility and are still in operation. (2) of these elevators are DC Voltage Type and have rectifiers located in the basement adjacent to the Power Distribution Panel, the 3rd elevator is AC Voltage Type connected to the 208VAC System. As with other equipment in the building being served from the basement distribution panel the feeder/riser cables from this power panel up to the penthouse level where the elevator machines are should be megger tested to determine their integrity.

The elevator machines motors and sheaves look to be in good condition given their age. The elevator controllers are the antiquated relay-based type and appear to also be original and matched to the elevators they are serving.

It is our recommendations to have these elevators inspected by a reputable elevator inspection agency to determine their condition and whether they are a good candidate for modernization or if they should be replaced in their entirety.

4.7 ASBESTOS CONTAINING MATERIALS (ACM)

- All cloth-insulated wiring, cementitious electrical shielding, flash guards, and cementitious boards encountered as part of the electrical system is required to be assumed as Asbestos Containing Material (ACM), or to be sampled and analyzed for asbestos.
 - Elevator brake pads, cabin coatings, door insulations, and electrical components associated with elevators will be required to be assumed as ACM or to be sampled and analyzed for asbestos.
 - Wiring associated with lighting replacement is required to be assumed as ACM, or to be sampled and analyzed for asbestos.
- If lighting removal and replacement is to disturb ceiling materials, ceiling materials may require to be assumed as ACM, or to be sampling and analyzed for asbestos.
- If ceiling, wall, and/or floor surfaces will be disturbed during placement of electrical connections, removal and replacement of lighting, or replacement of electric panels within the Basement, Lower Floor, Third Floor, Fourth Floor, Fifth Floor, or Sixth Floor, materials will be required to be assumed as ACM, or to be sampled and analyzed for asbestos.
- If ceiling, wall, and/or floor surfaces will be disturbed during placement of electrical connections, removal and replacement of lighting, or replacement of electric panels within the First or Second Floors, materials may be required to be sampled and analyzed for asbestos, due to the limited scope of the July 2019 'Asbestos Survey Report' completed by Lu Engineers. Refer to the July 2019 'Asbestos Survey Report' for identified materials.



5.0 Appendix A – Building Conditions Assessment Observation List





City of Rochester



Basement Lower First Second Third Fourth Fifth Sixth Roof Exterior

	Discipline	Item	Priority	Recommended Solution	Action	Location	Cost
B1	A	Significant water and moisture due to open grating at sidewalk	1	Fill voids at sidewalk level & reconfigure any required airflow systems.		Transformer Vault	\$79,500
В2	A,S	Water present across floor at several locations and evidence of water running down numerous basement walls	1	Source of water needs to be identified and stopped.		B5, B6, B7, B8, B9	\$2,385,000
вз	A,S	Spalled concrete along underside of lower level slab above basement. Reinforcement visible with signs of corrosion	1	Apply bonding agent and patch slab using concrete patch product to protect reinforcing.		B8	\$12,720
В4	A,S	Crumbling of masonry walls, likely due to presence of moisture. Efflorescence and calcium deposits visible	1	Repair or replace portions of damaged masonry.		B8	\$26,500
B5	s	Vertical cracks visble in basement walls, often times cracks associated with wall penetrations (pipes/ducts)	1	Repair cracks using crack injection product.		B8, B9	\$8,480
B6	S	Stairstep cracking visible in mortar joints of brick wall	1	Repair cracks using mortar repointing.		B23	\$4,240
B7	S	Severe corrosion of numerous equipment support posts	1	Provide new equipment support framing to replace corroded supports. As an alternate consider adding new concrete houskeeping pads to support equipment.		B8	\$42,400
B8	S	Visible signs of water infiltration along old coal shoots, efflorescence, crumbling brick and concrete	1	Source of water needs to be identified and stopped.		B5, B6, B7	incl. in B2
B9	S	Corrosion of steel hanger supports for mechanical equipment	1	Replace hangers and miscellaneous support steel for hangers.		B5, B6, B7	\$21,200
810	5	Concrete encasement on steel structure beams has been removed in several locations for		Encasement is predominently required for fireproofing. Concrete encasement should be		Corridors between B8 and B7/B6	\$10,600
B11	A,S	utility supports	1	repaired to maintain required fire protection		B8	\$26,500
B12	А	Mechanical unit floor mounted frames and pipes rusting due to standing water	1	All rusted mounting frames and piping needs to be replaced		B8	incl, in B2
B13	A,S	Several locations where concrete encasement around steel framing has been removed to	1	Encasement is predominently required for fireproofing. Concrete encasement should be		Hallway along B27 to B18, B10, B15	\$26,500
B14	Δ	attach/hang utilities Toilet, sink, and shower fixtures not handican accessible	1	repaired to maintain required fire protection.		B4 (lanitor's Closet)	\$9.010
B15	E	Have Elevator System Equipment inspected	1	Inspect Elevator Equipment and replace as needed.		Misc	\$26,500
B16	E	Life Safety Exit/Egress Lighting should be updated with more added where deficient	1	Replace and add where necessary Life Safety Exit/Egress Lighting		Misc	\$7,950
B17	S	Corroded steel framing and lintels visible at abandoned basement window wells	2			B17	\$4,130
B18	S	instances this seems to be linked with installation of utility hanger rods	2	Continue to monitor all cracking as part of annual maintenance program.		Hallway along B27 to B18	\$2,950
B19	P	Corrosion on natural gas piping	2			B8 R4 (lapitor's Closet)	\$5,310
B20 B21	A	Narrow and deteriorating stairs, no access to emergency exit	2			Basement	\$14,210
B22	A	Step cracking in mortar joints of brick	2			Basement	\$6,490
B23	А	Mechanical unit housekeeping pads deteriorating due to standing water	2			B8	Incl. in B2
B24	S	Spalled concrete along basement floor	2	Repair concrete slab using concrete slab patching product		B5, B6, B7, B8, B9	Incl. in B3
825 826	Δ	Efflorescence and cracking of concrete in stairwell located at the northwest corner Blisctering paint and crumbling of comentitious coating on concrete walls pear elevator	2	Continue to monitor all cracking as part of annual maintenance program.		Northwest access stair	\$2,950
B27	S	Severe corrosion of steel iambs at doorways	2	Repair or replace portions of deteriorated door jambs		B5, B6, B7, B8	\$8,850
B28	Ĥ	ACU-8 is past the end of its useful life and needs to be replaced	2			Boiler Room (Sub-basement)	\$412,997
B29	Н	Flexible connector on ACU-8 return fan is torn and air is blowing into basement	2			Boiler Room (Sub-basement)	\$4,130
B30	H	There are a number of compressed air leaks	2			Boiler Room (Sub-basement)	\$23,600
831 832	Р	Corroded drain piping	2			Boiler Room (Sub-basement)	\$76,699
B33	E	120/208VAC 800A Power Distribution Panel Needs Replacement	2	Replace Power Distribution Panel with new		Misc	\$17,700
B34	E	480/277VAC Power Distribution Feeders Intergrity	2	Request/arrange visit from RG&E to inspect electrical services and service equipment		Misc	\$2,950
B35	E	General Lighting - Replace existing aged fluorescent lighting with LED Type	2	Replace aged light fixtures		Misc	\$14,750
B36	E	Engrand Control Update - Replace modernized lighting controls where applicable to meet	2	Replace existing Lighting Controls		Misc	\$70,800
B37	E	Control Panel	2	Update FACP CPU		Misc	\$17,700
B38	E	Fire Kating Separations - Coordinate with GC to identify fire rated wall, floors, ceilings. Inspect and update fire rated sealant at electrical penetrations thru these fire rated separations.	2	rated sealant where required		Misc	\$14,750
B39	н	Duct insulation is missing from several large ducts	3			Boiler Room (Sub-basement)	
B40	H	Missing and damaged pipe insulation on the heating hot water system	3			Boiler Room (Sub-basement)	
B41 B42	A	Ceiling water damage	3			Basement	
B43	A	Feight Elevator, still in operation, finishes and steel worn and rusting	3			Basement (Stairwell 'C'	
B44	А	Floor deterioration and unevenness from previously removed floor mounted equipment	3			Engine Room	
B45	A	Broken and cracked windows	3			89	
B46	A	Paint flaking	3			B9	
в47 _{Вл} о	A	Mild water damage to floor General cracking of existing concrete floor slab	3			B4 (Janitor's Closet)	
540 B49	A	Carpet at elevator lobby worn	3			Basement	
B50	S	Uneven concrete slab on grade, likely location of previous equipment or housekeeping pad.	3	Provide self leveling concrete patch product to level slab surface.		B9	
B51	s	Shrinkage cracking visible in concrete slab on grade	3	Continue to monitor all cracking as part of annual maintenance program.		B8, B9, B10	

	В	BERGMANN		City c	of Rochester			
	Basement	Lower First Second Third Fourth Fifth	Sixth	Roof Exterior				
	Discipline	Item	Priority		Recommended Solution	Action	Location	Cost
352	E	480/277VAC Power Distribution Equipment is Aging or in Disrepair	3	Replace existing power dis	tribution equipment with new		Misc	
353	E	120/208VAC Power Distribution Equipment is Aging or in Disrepair	3	Replace existing power dis	tribution equipment with new		Misc	
354	E	Electrical Service Ground System and Connections to be Checked for integrity	3	Electrician to perform grou	inding system inspection and testing		Misc	
355	E	120/208VAC Power Distribution Feeders Integrity	3	Electrician to megger test f	feeder cables to confirm integrity and replace is required		Misc	
356	E	Remove antiquated or corroded electrical equipment no longer in use	3	Electrician to identify and o	confirm equipment in question and remove if not in service		Misc	
357	E	Remove and replace electrical devices including receptacles, switches etc that are aged out	3	Replace aged electrical dev	vices with new.		Misc	
358	E	Obsolete Low Voltage Wiring - Indentify and remove LV Wiring.	3	Identify and remove obsole	ete low voltage wiring		Misc	
359 360	E	Active Low Voltage Wiring - Support/Neaten existing active low voltage wiring Coordinate with KG&E and Have existing 480/277VAC and 120/208VAC Service and Service	3	Inspect active low voltage	wiring and harness, support, neaten		Misc	



City of Rochester Chambers Building Conditions Assessment



Basement	Lower	First	Second	Third	Fourth	Fifth	Sixth	Roof	Exterior

	Discipline	Item	Priority	Recommended Solution	Action	Location	Cost
1	A	Exterior window worn/taped due to air and water infiltration	1	Exterior windows (1925 addition) need to be replaced, and all lintels preped and painted.		South-west office suite, L04	see Exterior
2	A	Water staining on light fixture	1	Access if water leak is still active, as well as replace light fixture		South-west office suite	\$1,325
3	A	Multi-use restroom is not handicap accessible. (No ADA fixtures, stall, or access)	1	Any renovations to building will require us to provide accessibility upgrades		Women's Room, L33	\$15,900
4	A	Multi-use restroom is not handicap accessible. (No ADA fixtures, stall, or access)	1	Any renovations to building will require us to provide accessibility upgrades		Men's Room, L32	\$26,500
5	A	No drinking fountain	1	Any renovations to building will require us to provide accessibility upgrades		Corridors	\$11,660
6	A	Exterior door is significantly worn. Door and frame are rusting at bottom	1	Door and frame replacement needed		Maintenance and Garbage, L01	\$6,890
7	A	No guardrail or handrail is provided at the stair from room L02	1	Guardrail and handrail needs to be installed		Maintenance and Garbage, L01	\$1,272
8	A	Broken tread on metal entry stair	1	Tread replacement needed		Mechanical Room, L61	\$636
9	S	Penetrations in brick parition walls created without providing any sort of lintel support to span across opening	1	Post-install new steel angle lintels where openings exceed 12" in width.		L39, L65	\$3,710
10	S	Broken steel stair tread at access stair into eastern mechanical room	1	Repair or replace steel stair.		L64	\$10,070
	c	Significant corrosion and deterioration of framing along the top of the east wall in mechanical	1	Source of water needs to be identified and stopped, see recommendation for item 12 below.		164	¢ 47 700
11	5	room		Additionally, a coat of rust inhibitive primer should be applied to all exposed steel. Source of water needs to be identified and stopped. It seems likely that the water may be		104	\$47,700
12	S	Efflorescence and spalling concrete along east wall of mechanical room, likely linked with past moisture infiltration. Note that moisture was not present at time of field observation.	1	running down along the exterior wall at the sidewalk that runs along Saint Paul St. It is recommended that the joint sealant along the exterior wall interface with the sidewalk be replaced		L64	\$68,900
13	S	Large cracks and uneven concrete at slab on grade	1	Patch and repair cracks using crack injection product.		L61, L64	\$7,950
				Encasement is predominently required for fireproofing. Concrete encasement should be			£40.000
14	A,S	Concrete encasement on steel structure beams has been removed in several locations	1	repaired to maintain required fire protection.		L39, L40	\$10,600
15	S	Several locations where concrete encasement around steel framing has been removed to attach/hang utilities	1	repaired to maintain required fire protection.		L61, L64, L65	\$15,370
16	A	Water infiltration at exterior door threshold	2			South-west office suite	\$3,180
17	A	Lintel cracked over door leading to elevator lobby	2			Lobby, L36	\$9,010
18	A	Concrete floor has several damp spots throughout space.	2			Mechanical Room, L61	see Item 13
19	A	Acoustical ceiling tile has water damage at sprinkler heads	2			Storage Room, L02	\$6,890
20	S	Hairline cracking in concrete slab above which appears to be associated with installation of equipment and utility hanger rods	2	Continue to monitor all cracking as part of annual maintenance program.		L39	\$5,900
21	S	Shrinkage cracking visible in concrete slab	2	Continue to monitor all cracking as part of annual maintenance program.		L61, L64, L65	see Item 20
22	Р	Very long delay before any hot water available at sink	2			L54, L55, L58	\$10,030
23	Р	Leaks at domestic city water booster pumps	2			L61, L64, L65	\$10,030
24	A	Flaking paint along underside of concrete slab of first floor above	2			L38, L39, L02, L03	\$4,130
25	Α	Floor significantly worn	3			Janitor Closet, L13A	
26	Α	Utility sink worn	3			Janitor Closet, L13A	
27	A	No vertical grab bar in both single -user restrooms	3			Two Unisex Restrooms, L13	
28	A	Exterior doors need weather stripping	3			Lobby, L36	
29	A	Deep gash in concrete, entire south wall	3			Maintenance and Garbage, L01	
30	Α	Concrete and brick walls have damage and holes	3			Mechanical Room, L61	
31	A	Marble cracking, mild	3			Elevator Lobby (L35)	
32	A	Wheelchair lift lobby floor tiles cracked/missing	3			Elevator Lobby (L35)	
33	А	Walls stop at underside of suspended ceiling system	3			South-west office suite, L46, L47, L49, L50, L51, L52,	
34	А	2x4 Light diffuser missing	3			South-west office suite	
35	A	Paint neeling, plaster cracking	3			Corridor outside 133 and 132 Southeast stair	
36	A	Gvp. Board missing at bottom of closet wall joint compound at closet corner	3			Corridor outside L33 and L33	
37	A	Acoustical ceiling tiles are worn, sagging, or missing	3			West side corridor, L02, L03, L33, L38, L41, L46, L47,	
20	٨	Carpat worp and stained	3			L49, L50, L51, L52, L53	
38 20	A	Carper worn and statted	2			West side corridor, Luz, LU3, L38, L41	
39	A	Worn and dated finishes	2			Women's Room 122 127	
4U 41	A	Worn and dated missies	2			Mon's Room 122	
41 40	A	Acoustical calling tile has water stains	2			Two Unicov Postrooms 112	
42	A	Acoustical ceiling the has water stains	2			Storage Room 102	
43	A .	Water damage in plenum chace	2			Storage Room 102	
-+-+ // F	A .	Wall patch needs repair	2			Storage Room 102	
-+:) // E	A .	In the switch cover missing	3			Storage Room 102	
+0	M	Light switch cover missing	5			Storage NoOIII, LOZ	

	В	BERGMANN Architects engineers planners	City of Rochester Chambers Building Conditions Assessment						
	Basement	Lower First Second Third Fourth Fifth		Sixth Roof Exterior					
	Discipline	Item	Priority	Recommended Solution	Action	Location	Cost		
47	A	Concrete floor worn and stained	3			Maintenance and Garbage, L01			
48	А	Wall sheathing significantly worn	3			Maintenance and Garbage, L01			
49	A	Acoustical ceiling tile has water damage along exterior windows	3			Occupied Office Suite, L06			
50	А	Gyp. Board at window sill not capped with trim or "J" channel	3			Occupied Office Suite, L06			
51	A	Millwork in poor condition	3			L37			
52	A	Closet door hits acoustical ceiling tile, which restricts the door from fully opening	3			L38			
53	A	Walls have worn and stained carpeting as wall finish	3			L38			
54	A	Several lights are not working	3			Seminar Room, L41, L47			
55	A	Ceiling paint peeling	3			Lobby, L46			
56	A	Exterior windows are covered over	3			L51, L52, L53, L56, L54, L55			
57	A	Restroom not ADA compliant	3			L48A			
58	A	Acoustical ceiling tile has water damage	3			L42, L45			
59	A	Window head paint peeling and water damage	3			L47, L49, L50, L51, L52, L53			
60	А	ceiling tile and floor tile is worn/holes	3			L45, L55			
61	A	Paint peeling on masonry walls	3			Mechanical Corridor, L60			
62	A	Pipe and duct penetrations not sealed or fire stopped	3			Mechanical Corridor, L60			
63	A	Walls stained by moisture	3			Mechanical Room, L61			
64	A	Concrete ceilings stained by moisture	3			Mechanical Room, L61			
65	A	Floor water damage	3			Mechanical Crawlspace, L65			
66	A	Ceiling finish cracked and peeling	3	Deale a suistine a successive distribution and success with some		Mechanical Crawispace, L65			
67	E	480/27/VAC Power Distribution Equipment is Aging or in Disrepair	3	Replace existing power distribution equipment with new		Misc			
68	E	120/208VAC Power Distribution Equipment is Aging or in Disrepair	5	Replace existing power distribution equipment with new		MISC			
69	E	480/277VAC Power Distribution Feeders Intergrity	3	Electrician to megger test feeder cables to confirm integrity and replace is required		Misc			
70	E	120/208VAC Power Distribution Feeders Integrity	3	Electrician to megger test feeder cables to confirm integrity and replace is required		Misc			
71	E	Remove antiquated or corroded electrical equipment no longer in use	3	Electrician to identify and confirm equipment in question and remove if not in service		Misc			
72	E	Remove and replace electrical devices including receptacles, switches etc that are aged out	3	Replace aged electrical devices with new.		Misc			
73	E	Have Elevator System Equipment inspected	1	Inspect Elevator Equipment and replace as needed.		Misc	\$26,500		
74	E	General Lighting - Replace existing aged fluorescent lighting with LED Type	2	Replace aged light fixtures		Misc	\$146,319		
75	E	Lighting Control Update - Replace modernized lighting controls where applicable to meet Energy Code	2	Replace existing Lighting Controls		Misc	\$57,230		
76	E	Life Safety Exit/Egress Lighting should be updated with more added where deficient	1	Replace and add where necessary Life Safety Exit/Egress Lighting		Misc	\$13,250		
77	E	Fire Alarm System - Inspect and clean Fire Alarm System Smoke Detectors	2	Clean Smoke Detectors		Misc	\$2,360		
78	E	Fire Rating Separations - Coordinate with GC to identify fire rated wall, floors, ceilings. Inspect and update fire rated sealant at electrical penetrations thru these fire rated separations	2	Identify electrical pentrations thru fire rated wall, floors, ceilings. Inspect and add/replace fire rated sealant where required		Misc	\$117,999		
79	E	Obsolete Low Voltage Wiring - Indentify and remove LV Wiring.	3	Identify and remove obsolete low voltage wiring		Misc			
80	E	Active Low Voltage Wiring - Support/Neaten existing active low voltage wiring	3	Inspect active low voltage wiring and harness, support, neaten		Misc			

B	BER(GMA Engineers f	N N planners					City of	Rochester			
Basement	Lower	First	Second	Third	Fourth	Fifth	Sixth	Roof	Exterior			

	Discipline	Item	Priority	Recommended Solution	Action	Location	Cost
				Exterior windows (1915 building) need to be repaired, caulked, and new storm windows installed			
101	А	Exterior window worn/taped due to air and water infiltration	1	on the interior side of the windows. Exterior windows (1925 addition) need to be replaced, and		102, 115, 139-145	see Exterior
102	Α	Exterior window frames on South side rusting at base of frame	1	Window replacement needed		Office Suite, 115	see Exterior
103	A	No handicap accessible drinking fountain	1	Any renovations to building will require us to provide accessibility upgrades		Corridor 114	\$7.950
104	A	Conduit wall penetrations not fire stopped or sealed	1	Provide fire rated sealant at all penetractions in stair tower		Stairwell A	\$2,650
105	Α	Exterior door has water damage at base of door and frame	1	Door and frame replacement needed		Stairwell A	\$2,226
106	A	Windows in poor condition/broken (entire stairwell tower)	1	Window replacement needed		Stairwell A & C	see Exterior
107	А	Multi-use restroom is not handicap accessible. (No ADA fixtures, stall, or access) (Ambulatory	1	Any renovations to building will require us to provide accessibility upgrades		Women's Room (Multi-user)	\$10,070
108	А	Multi-use restroom is not handicap accessible. (No ADA fixtures, stall, or access) (Ambulatory	1	Any renovations to building will require us to provide accessibility upgrades		Men's Room (Multi-user)	\$10,070
109	А	Severe water damage and mold, Northwest ceiling	1	Remediate any mold, investigate if water leak is still active, patch and repair water damaged		Mechanical Room, 146	\$21,200
110	Α	Doors are worn and in need of new weather stripping	1	Provide new weatherstripping at existing door		Entry Vestibule, 147	\$1.590
111	A	Window beads water stain and damage	2			Offices 139-145	\$10,030
112	A	Concrete encasement on steel structure beams has been removed in several locations	2			Conference Boom 102	\$5,900
113	A	Window transons worn, need maintenance	2			Entry Vestibule 147	\$3,540
114	A	Mechanical units finish worn and water damage from windows	2			Office Suite 115	\$2,950
115	A	Floor at lower landing deteriorated and peeds repair	2			Stainwell A	\$2,350
116		Flowator doors open prior to reaching destination level	2			Elevators	soo Electrical
117	ED	Diping looks	2	repair fire protection piping leaks and corrected fittings		Lievators	\$10.020
110	•	Headream obstruction at C on stair to second floor	2	repair fire protection piping leaks and conoded fittings		Ctainwall A	\$10,030
110	A .		2			Mania many 102 and 106 114 110 120 121	
119	A .	Acoustical ceiling tiles are worn, sagging, or missing	2			Men's room, 102, corr 106, 114, 119, 130, 131	
120	A .	Acoustical celling the has water damage	3			107, 110, 123	
121	A	Wood Wainscot worn	3			115, 129, 131, 132	
122	A	Gypsum board is missing on wall	3				
123	А	Worn and dated finishes	3			Stairwell A, Stairwell B (Mech. Room), Stairwell C, 119, 133, 146	
124	A	Interior glazing missing (partial)	3			Office Suite, 115	
125	A	Elevators' interior worn	3			Elevators	
126	A	Tile missing at exterior door	3			Stairwell A	
127	A	Tile finishes worn and dated	3			Women's Room (Multi-user)	
128	A	Tile finishes worn and dated	3			Men's Room (Multi-user)	
129	A	Wood door worn, finish delaminating	3			Men's Room (Multi-user)	
130	A	Ceiling plaster has hole	3			Corridor 132	
131	E	480/277VAC Power Distribution Equipment is Aging or in Disrepair	3	Replace existing power distribution equipment with new		Misc	
132	E	120/208VAC Power Distribution Equipment is Aging or in Disrepair	3	Replace existing power distribution equipment with new		Misc	
133	E	480/277VAC Power Distribution Feeders Intergrity	3	Electrician to megger test feeder cables to confirm integrity and replace is required		Misc	
134	Е	120/208VAC Power Distribution Feeders Integrity	3	Electrician to megger test feeder cables to confirm integrity and replace is required		Misc	
135	E	Remove antiquated or corroded electrical equipment no longer in use	3	Electrician to identify and confirm equipment in question and remove if not in service		Misc	
136	E	Remove and replace electrical devices including receptacles, switches etc that are aged out	3	Replace aged electrical devices with new.		Misc	
137	E	Have Elevator System Equipment inspected	1	Inspect Elevator Equipment and replace as needed.		Misc	\$79,500
138	E	General Lighting - Replace existing aged fluorescent lighting with LED Type	2	Replace aged light fixtures		Misc	\$146,319
139	E	Lighting Control Update - Replace modernized lighting controls where applicable to meet Energy Code	2	Replace existing Lighting Controls		Misc	\$57,230
140	E	Life Safety Exit/Egress Lighting should be updated with more added where deficient	1	Replace and add where necessary Life Safety Exit/Egress Lighting		Misc	\$13,250
141	E	Fire Alarm System - Inspect and clean Fire Alarm System Smoke Detectors	2	Clean Smoke Detectors		Misc	\$2,360
142	E	Fire Kating Separations - Coordinate with GC to identify fire rated wall, floors, ceilings. Inspect and undate fire rated sealant at electrical penetrations thru these fire rated separations.	2	identity electrical pentrations thru fire rated wall, floors, ceilings. Inspect and add/replace fire rated sealant where required		Misc	\$5,900
143	Е	Obsolete Low Voltage Wiring - Indentify and remove LV Wiring.	3	Identify and remove obsolete low voltage wiring		Misc	
144	E	Active Low Voltage Wiring - Support/Neaten existing active low voltage wiring	3	Inspect active low voltage wiring and harness, support, neaten		Misc	

B	BERGMANN Architects engineers planners								City of Rochester					
Basement	Lower	First	Second	Third	Fourth	Fifth		Sixth	Roof	Exterior				
Discipline			I	tem			Priority			Recommended Solution	Action	Location	Cost	

B		BERGMANN		City of Rochester			
Basen	nent	Lower First Second Third Fourth	Fifth	Sixth Roof Exterior			
Discipl	line	Item	Priority	y Recommended Solution	Action	Location	Cost
А	E	Exterior window worn/taped due to air and water infiltration	1	Exterior windows (1915 building) need to be repaired, caulked, and new storm windows installed on the interior side of the windows. Exterior windows (1925 addition) need to be real-scid and all listed proved and pointed.		213, 214, 215, 217, 228 landing, 232, 233, 234, 258	see Exterior
А	١	Windows in poor condition, broken (entire tower)	1	Windows replacement needed		Stairwell A	see Exterior
А	1	No center handrail, 8' wide stair	1	Central handrail needs to be installed		Stairwell B	\$15,900
A	ľ	Multi-use restroom is not handicap accessible. (No ADA fixtures, stall, or access)	1	Any renovations to building will require us to provide accessibility upgrades		Women's restroom (Multiuser), 236	\$100,700
A	1	Missing plumbing fixtures	2			Intermediate 2nd floor (Unused)	\$8,850
A	r	IND Elevator access (IND accessible means to floor level) Window head and acoustical ceiling tile water damage	2			Conference Room 215	\$4 130
A	0	Concrete ceiling severely worn, areas of missing concrete	2			Storage, 264	\$6,490
A	0	Concrete ceiling deteriorating and chipping	2			Stairwell C	\$7.670
A	Ň	Mechanical units finish worn and water damage from windows	2			Atrium, 234	\$5,310
А	F	Floor water damage around toilet	2			Unisex restroom, 238	\$4,130
Р	1	Very long delay getting hot water at faucet	2			204, 238	\$2,950
Α	1	No vertical grab bar	3			Unisex restroom, 238	
A	١	Wood doors worn finish	3			Conterence Room, 217	
А	0	Carpet worn and stained	3			200, 209, 213, 217, 223, 225, 227, 232, 233, 235,	
٨		Acoustical coiling tilos are were spaging, or missing	2			stair 231.	
Δ		Acoustical calling tile has water damage	3			200, 203, 213, 214, 220, 223, 227	
A	1	Worn and dated finishes	3			Stainwell A & C 236	
A	F	Paint at window head chipping	3			Stairwell C	
A	F	Finishes in poor shape	3			Intermediate 2nd floor (Unused)	
Α	Ň	Wall crack (top NW corner), acoustical ceiling tile hole	3			Office, 223	
А	(Ceiling paint peeling at lower landing	3			Stairwell B	
А	5	Severely worn carpet on stair up to women's restroom	3			Corridor, 235	
Α	ŀ	Handrail worn	3			Stair at 231	
A	5	Staircase to nothing	3			Storage Closet, 228	
A	F	Plaster ceiling has several large holes	3			Storage Closet, 228	
E	4	460/211 VAC Power Distribution Equipment is Aging or in Disrepair	3	Replace existing power distribution equipment with new		Misc	
E		120/200VAC Fower Distribution Equipment is Ading or in Disrepair	5			IVIIC .	
E	4	480/27/VAC Power Distribution Feeders Intergrity 120/208VAC Power Distribution Feeders Intergrity	3	Electrician to megger test feeder cables to confirm integrity and replace is required		Misc	\sim
c		120/2007AC FOWER Distribution request integrity	J	accuration to megger test requer capies to commit integrity and replace is required		iviise.	
E	F	Remove antiquated or corroded electrical equipment no longer in use	3	Electrician to identify and confirm equipment in question and remove if not in service		Misc	
E	F	Remove and replace electrical devices including receptacles, switches etc that are aged out	3	Replace aged electrical devices with new.		Misc	\$63.600
E	r (General Lighting - Replace existing aged fluorescent lighting with LED Type	2	Replace aged light fixtures		Misc	\$146,319
E	L	Lighting Control Update - Replace modernized lighting controls where applicable to meet	2	Replace existing Lighting Controls		Misc	\$57,230
E	r L	Life Safety Exit/Egress Lighting should be updated with more added where deficient	1	Replace and add where necessary Life Safety Exit/Egress Lighting		Misc	\$13,250
E	F	Fire Alarm System - Inspect and clean Fire Alarm System Smoke Detectors	2	Clean Smoke Detectors		Misc	\$2,360
F	ľ	Fire kating separations - Coordinate with GC to identify fire rated wall, floors, ceilings. Inspect	2	identity electrical pentrations thru fire rated wall, floors, ceilings. Inspect and add/replace fire		Misc	\$5,900
E	2	and undate fire rated sealant at electrical nenetrations thru these fire rated senarations Obsolete Low Voltage Wiring - Indentify and remove LV Wiring.	3	rated sealant where required Identify and remove obsolete low voltage wiring		Misc	+3,300
F		Artive Low Voltage Wiring - Support/Neaten existing active low voltage wiring	3	Inspect active low voltage wiring and harness support neaten		Misc	
-	'	Active Low Voltage Willing - Support/Iveaten existing active low Voltage Willing	5	inspect active fow voltage withing and namess, support, nearen		IVII SC	

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City of Rochester



Basement Lower

First Second	Third	Fourth	Fifth	Sixth	Roof	Exterior
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	Discipline	Item	Priority	Recommended Solution	Action	Location	Cost
301	А	Exterior window worn/taped due to air and water infiltration	1	Exterior windows (1915 building) need to be repaired, caulked, and new storm windows installed on the interior side of the windows. Exterior windows (1925 addition) need to be replaced, and all lintels nerved and nainted.		303, 317, 319, 325-339, 341A, Mens Restroom (NorthEast), Stairwell C	see Exterior
302	А	No handicap accessible drinking fountain	1	Any renovations to building will require us to provide accessibility upgrades		Corridor (outside 336), Corridor (outside women's restroom)	\$7,950
303	A	Windows in poor condition, broken (entire tower)	1	Window replacement needed		Stairwell A	see Exterior
304	А	Exterior french doors worn due to air and water infiltration	1	Doors need to be repaired and new storm windows installed		Corridor (SE ring)	\$5,830
305	А	Multi-use restroom is not handicap accessible. (No ADA fixtures, stall, or access) (Ambulatory stall provided)	1	Any renovations to building will require us to provide accessibility upgrades		Men's and Women's Restroom (NE, Multi-user)	\$12,720
306	А	No center handrail, 8' wide stair	1	Central handrail needs to be installed		Stairwell B	\$15,900
307	A	Wall has hole with exposed wires behind sprinkler riser	1	Provide fire rated sealant at all penetractions in stair tower		Stairwell A	\$4,770
308	A	Ceiling has large holes and signs of water damage	1	Investigate if water leak is active, patch and repair ceiling and finishes		Corridor Closet, next to Stair C	\$3,710
309	A	Tarp hung from ceiling to direct past water leak to mop sink	1	Investigate if water leak is active, patch and repair ceiling and finishes		Lounge Janitor's closet	\$3,710
310	A	Floor membrane deteriorated, need repair	1	Clean and clear deteriorated membrane. Prepare balcony for new membrane installation		Balcony (off Corridor)	see Root
311	A	Balusters missing, severely worn	1	Repair, re-install and replace balusters at balcony railing		Balcony (off Corridor)	\$39,750
312	A	Window nead water damage	2			34 IA, Men's restroom (NE)	\$4,130
313 214	A S	Damaged steel guardrait at eastern balcony over Saint Paul	2	Penair or replace damaged portion of halcony guardrail		Balcony above Saint Paul Street	\$3,540
315	5	Evidence of active leak in maintenance closet adjacent to student lounge 303	2	Source of water needs to be identified and stopped		Maintenance closet off Student Lounge 303	\$7,500
316	н	Filters on Unit Ventilators are very dirty	2	Source of watch needs to be identified and stopped.		Computer Lab 341 A B	\$885
317	P	Very long delay to get hot water at fixture	2			308, 350	\$2,950
318	А	No vertical grab bar	3			Unisex restroom, handicap accessible	
319	A	No vertical grab bar	3			Unisex restroom at lounge (handicap accessible)	
320	А	Carpet worn and stained	3			Elevator Lobby, Stair (up to SW side), Stair (to NW side), Corridor (SE ring), stairs to 4th, 313-315, 319	
321	А	VCT floor and stair treads worn	3			Elevator Lobby Stair (down to 2nd), 343	
322	А	Worn and dated finishes	3			Stairwell A, Corridor Closet, next to Stair C	
323	A	Acoustical ceiling tile has water damage	3			317, 341A, Women's restroom (NE)	
324	A	Acoustical ceiling tiles are worn, sagging, or missing	3			Office, 343	
325	A	Wood panel under window needs to be re-attached	3			Corridor (SE ring)	
326	E	480/277VAC Power Distribution Equipment is Aging or in Disrepair	3	Replace existing power distribution equipment with new		Misc	
327	Ł	120/208VAC Power Distribution Equipment is Aging or in Disrepair	3	Replace existing power distribution equipment with new		Misc	
328	E	480/277VAC Power Distribution Feeders Intergrity	3	Electrician to megger test feeder cables to confirm integrity and replace is required		Misc	
329	E	120/208VAC Power Distribution Feeders Integrity	3	Electrician to megger test feeder cables to confirm integrity and replace is required		Misc	
330	E	Remove antiquated or corroded electrical equipment no longer in use	3	Electrician to identify and confirm equipment in question and remove if not in service		Misc	
331	E	Remove and replace electrical devices including receptacles, switches etc that are aged out	3	Replace aged electrical devices with new.		Misc	
332	E	Have Elevator System Equipment inspected	1	Inspect Elevator Equipment and replace as needed.		Misc	\$79,500
333	E	General Lighting - Replace existing aged fluorescent lighting with LED Type	2	Replace aged light fixtures		Misc	\$146,319
334	E	Lighting Control Update - Replace modernized lighting controls where applicable to meet	2	Replace existing Lighting Controls		Misc	\$57,230
335	E	Life Safety Exit/Egress Lighting should be updated with more added where deficient	1	Replace and add where necessary Life Safety Exit/Egress Lighting		Misc	\$13,250
336	E	Fire Alarm System - Inspect and clean Fire Alarm System Smoke Detectors	2	Clean Smoke Detectors		Misc	\$2,360
337	E	Fire Rating Separations - Coordinate with GC to identify fire rated wall, floors, ceilings, inspect	2	Identity electrical pentrations thru fire rated wall, floors, ceilings. Inspect and add/replace fire		Misc	\$5,900
338	E	Obsolete Low Voltage Wiring - Indentify and remove LV Wiring.	3	Identify and remove obsolete low voltage wiring		Misc	
339	E	Active Low Voltage Wiring - Support/Neaten existing active low voltage wiring	3	Inspect active low voltage wiring and harness, support, neaten		Misc	
340							



City of Rochester



Basement Lower First Second Third Fourth Fifth S

	Discipline	Item	Priority	Recommended Solution	Action	Location	Cost
401	А	Roof access door: rusting, door hard to close. (broken transom glass)	1	Door and frame replacement needed		Elevator Lobby, Mechanical Room (SW)	\$5,300
402	А	Exterior window worn/taped due to air and water infiltration	1	Exterior windows (1915 building) need to be repaired, caulked, and new storm windows installed on the interior side of the windows. Exterior windows (1925 addition) need to be replaced and all listed percend and paired.		Women's Restroom (NE), Storage Space, 407	see Exterior
403	А	Windows in poor condition, broken (entire tower)	1	Window replacement needed		Stairwell A	see Exterior
404	А	No handicap accessible drinking fountain Multi-use restroom is not handicap accessible. (No ADA fixtures, stall, or access) (Ambulatory	1	Any renovations to building will require us to provide accessibility upgrades		Corridor (restrooms)	\$7,950
405	A	stall provided in Women's) Inadoquate concrete concrete clab above. Some spalling	1	Any renovations to building will require us to provide accessibility upgrades		Men's and Women's Restroom (NE, Multi-user)	\$37,100
406	S	concrete and reinforcement visible along understide of 5th floor slab	1	Apply bonding agent and patch slab using concrete patch product to protect reinforcing.		Mech rooms	\$79,500
407	S	Concrete encasement removed at several locations to facilitate connection of mechanical	1	Encasement is predominently required for fireproofing. Concrete encasement should be		Mech rooms	\$26,500
408	А	Doors to East and West worn	2			Elevator Lobby	\$8,850
409	A	Severe water damage to west wall	2			Mechanical Room (NW)	\$5,310
410	A	Concrete encasement on steel structure beams has been removed to allow HVAC access	2			Mechanical Room (NW)	\$6,490
411	A	Concrete encasement on steel structure beams has been removed in several locations	2			Mechanical Room (SW)	\$14,750
412	A	Step cracking in wall next to roof access door	2			Mechanical Room (SW)	\$2,950
413	A	Wall water damage (connecting to 405)	2			Unice, 429	\$2,360
414	P	ACCU serving ACU-b is at the end of its service life, convert ACU-b cooling to chilled water	2			424	\$100,299
416	P	Condensate drains on perimeter induction units show signs of blockage	2			407	\$5,900
417	s	Evidence of past water damage in soffit	2	Confirm that water is no longer leaking and repair leak as needed		Corridor 407	\$4,130
418	S	Stair step cracking in mortar of brick exterior wall	2	Repair cracks using mortar repointing.		Mech room	\$1,770
419	S	Horizontal crack along top of brick exterior wall at interface with concrete slab above	2	Continue to monitor all cracking as part of annual maintenance program.		Mech room	\$2,360
420	S	Shrinkage cracks visible in concrete slab in storage closet off of mechanical rooms	2	Continue to monitor all cracking as part of annual maintenance program.		Mech storage closet	\$1,770
421	A	Ceiling cracking and separating from wall above roof access door	3			Mechanical Room (SW)	
422	A	No vertical grab bar	3			Unisex restroom, 424 (Handicap accessible)	
423	A	Acoustical ceiling tile has water damage	3			Elevator Lobby, 406, 407, 411-414	
424	A	Vinyl flooring worn	3			Elevator Lobby	
425	A	Carpet worn and stained	3			Elevator Lobby	
426	А	Concrete floor worn and cracking	3			Mochanical Room (NIM)	
427	A	Worn and dated finishes	3			Storage Space, Mechanical Room (NW), Mechanical Closet, Restroom Corridor, Mechanical	
428	A	Fixtures worn	3			Janitor's closet	
429	A	Electrical panel cover falling off wall	3			Mechanical Room (SW)	
430	А	Mech. units under window paint peeling and worn	3			Corridor, 407	
431	A	Treads worn	3			Office, 406 (Stair)	
432	A	Marble cracking, several locations	3			Stairwell B	
433	A	Railing at upper has corrosion in several locations	3			Stairwell B	
434	н	Numerous ductwork noies, used for flow measurement, are not plugged	3	Desilere estation annual distribution annioneants, 20		mechanical room	
435	E	400/277 VAC Power Distribution Equipment is Aging or in Disrepair	3	Replace existing power distribution equipment with new		Micc	
430	F	480/277VAC Power Distribution Feeders Interarity	3	Electrician to mender test feeder cables to confirm integrity and replace is required		Misc	
438	E	120/208VAC Power Distribution Feeders Integrity	3	Electrician to megger test feeder cables to confirm integrity and replace is required		Misc	
439	E	Remove antiquated or corroded electrical equipment no longer in use	3	Electrician to identify and confirm equipment in question and remove if not in service		Misc	
440	E	Remove and replace electrical devices including receptacles, switches etc that are aged out	3	Replace aged electrical devices with new.		Misc	
441	E	Have Elevator System Equipment inspected	1	Inspect Elevator Equipment and replace as needed.		Misc	\$79,500
442	E	General Lighting - Replace existing aged fluorescent lighting with LED Type Lighting Control Update - keplace modernized lighting controls where applicable to meet	2	Replace aged light fixtures		Misc	\$95,461
443	E	Energy Code	2	Replace existing Lighting Controls		Misc	\$37,170
444	E	Lire Sarety Exit/Egress Lighting should be updated with more added where deficient	1	Replace and add where necessary Life Safety Exit/Egress Lighting		Misc	\$8,480
440	F	Fire Kating Separations - Coordinate with GC to identify fire rated wall, floors, cellings. Inspect	2	Identify electrical pentrations thru fire rated wall, floors, cellings, inspect and add/replace fire		Misc	\$1,770
++0	L	and undate fire rated cealant at electrical nenetrations thru these fire rated cenarations	4	rated sealant where required		IVII 3C	\$4,130
447	E	Obsolete Low Voltage Wiring - Indentify and remove LV Wiring.	3	Identify and remove obsolete low voltage wiring		Misc	
448	E	Active Low Voltage Wiring - Support/Neaten existing active low voltage wiring	3	Inspect active low voltage wiring and harness, support, neaten		Misc	

B	BERGMANN		City of Rochester			
Basement	Lower First Second Third Fourth	Fifth	Sixth Roof Exterior			
iscipline	Item	Priority	Recommended Solution	Action	Location	Cost
А	Exterior window worn/taped due to air and water infiltration (Frame Rust & Glazing Brocken)	1	Window Replacement needed		Elevator lobby, Mailroom	see Exterior
A	Windows in poor condition, broken (entire tower)	1	Window Replacement needed		Stairwell A	see Exterior
S	A crack extending non-our noor stab up unough column enclosure and across celling along	1	Repair using crack injection mortar or epoxy.		Storage Room	\$7,950
E	Have Elevator System Equipment inspected	1	Inspect Elevator Equipment and replace as needed.		Misc	\$47,700
E	Life Safety Exit/Egress Lighting should be updated with more added where deficient	1	Replace and add where necessary Life Safety Exit/Egress Lighting		Misc	\$3,710
A	Elevator doors, 6' head height	2			Elevator lobby	\$29,500
A	Pass-thru under beam is 6' clearance	2			Corridor (along mailroom)	\$35,400
A	Multiple low pipes at East end of corridor	2			Corridor (along mailroom)	\$26,550
A C	riaking or paint in elevator foody Cracking in plaster finish along window sills	2	Continue to monitor all cracking as part of appual maintenance program		Storage Room	\$2,300
S	Small cracks visible in concrete slab of 6th floor above and extending down into concrete	2	Continue to monitor all cracking as part of annual maintenance program.		Storage Room	\$1,770
S	Cracks visible in concrete encasement around framing	2	Continue to monitor all cracking as part of annual maintenance program.		Storage Room	\$1,416
S	Cracking in plaster finish along window sills	2	Continue to monitor all cracking as part of annual maintenance program.		Stairwell	\$4,130
E	General Lighting - Replace existing aged fluorescent lighting with LED Type	2	Replace aged light fixtures		Misc	\$23,871
E	Lighting Control Update - Replace modernized lighting controls where applicable to meet Enerov Code	2	Replace existing Lighting Controls		Misc	\$9,292
E	Fire Alarm System - Inspect and clean Fire Alarm System Smoke Detectors	2	Clean Smoke Detectors		Misc	\$531
E	Fire Rating separations - Coordinate with GC to identify fire rated wail, floors, cellings. Inspect and update fire rated sealant at electrical benetrations thru these fire rated sebarations.	2	rated sealant where required		Misc	\$885
A	Wall deteriorating in several locations	3			Elevator lobby	
A	Paint peeling throughout	3			Mailroom Mailroom, Freight Elevator, Stairwell A, Stair	
A	Worn and dated finishes	3			(Fourth Floor Office) Stair (Fourth Floor Mailroom Storage Room	
A	Ceiling plaster deteriorating	3			Storage Room	
А	Finish damage, extensive	3			Storage Room	
E	480/277VAC Power Distribution Equipment is Aging or in Disrepair	3	Replace existing power distribution equipment with new		Misc	
E	120/208VAC Power Distribution Equipment is Aging or in Disrepair	3	Replace existing power distribution equipment with new		Misc	
E	480/277VAC Power Distribution Feeders Intergrity	3	Electrician to megger test feeder cables to confirm integrity and replace is required		Misc	
E	120/208VAC Power Distribution Feeders Integrity	3	Electrician to megger test feeder cables to confirm integrity and replace is required		Misc	
E	Remove antiquated or corroded electrical equipment no longer in use	3	Electrician to identify and confirm equipment in question and remove if not in service		Misc	
E	Remove and replace electrical devices including receptacles, switches etc that are aged out	3	Replace aged electrical devices with new.		Misc	
E	Obsolete Low Voltage Wiring - Indentify and remove LV Wiring.	3	Identify and remove obsolete low voltage wiring		Misc	
E	Active Low Voltage Wiring - Support/Neaten existing active low voltage wiring	3	Inspect active low voltage wiring and harness, support, neaten		Misc	

	Basement	Lower First Second Third Fourth	Fifth	Sixth Roof Exterior			
Di	scipline	ltem	Priority	y Recommended Solution	Action	Location	Cost
601	A	Exterior window worn/taped due to air and water infiltration	1	Exterior windows (1915 building) need to be repaired, caulked, and new storm windows installed on the interior side of the windows. Exterior windows (1925 addition) need to be replaced, and all lintels preped and painted.		Elevator Lobby, Office Spaces, Corridor (ourside Stairwell A)	see Exterior
602	A	Roof access door: rusting, door hard to close.	1	Door and frame replacement needed		Storage Room	\$2,650
503	A	Windows in poor condition, broken (entire tower)	1	Window Replacement needed Encasement is predominently required for fireproofing. Concrete encasement should be		Stairwell A	see Exterior
604	A,S	Concrete encasement on steel structure beams has been removed in several locations	1	repaired to maintain required fire protection.		Mechanical Room	\$5,830
605	E	Have Elevator System Equipment inspected	1	Inspect Elevator Equipment and replace as needed.		Misc	\$63,600
606	E A	Life Safety Exit/Egress Lighting should be updated with more added where deficient	1	Replace and add where necessary Life Safety Exit/Egress Lighting		Misc	\$4,452
608	Δ	Exposed roof decking rusting	2			Mechanical Vestibule	\$2,300
609	A	Concrete/Brick encasement on steel structure columns has been removed in several locations	2			Mechanical Room	\$4,130
610	A	Standing water on floor in couple locations	2			Mechanical Room	\$5,310
611	Н	Noisy mechanical drive on ACU-2 supply fan	2			Mechanical Room	\$8,850
612	Н	Ripped flexible duct connector on ACH-2 return fan	2			Mechanical Room	\$1,180
613	Н	Unit heater fans running despite being the cooling season	2			Mechanical Room	\$5,310
614	S	Evidence of moisture at floor near standpipes	2	Source of water needs to be identified and stopped.		Mechanical room	\$5,900
615	S	Vertical cracking in column encasements	2	Continue to monitor all cracking as part of annual maintenance program.		Mechanical room	\$2,950
616	S	Hairline cracking, diagonal and horizontal cracks visible at corners of a number of windows in mechanical room. These may have been caused by inadequate control joints in brick walls	2	Continue to monitor all cracking as part of annual maintenance program.		Mechanical room	\$12,390
617	S	Flaking paint and horizontal cracking in concrete encasement of framing in area above the 5th floor storage room visible from cross bridge	2	Continue to monitor all cracking as part of annual maintenance program.		Storage Room	\$2,950
618	F	480/277VAC Power Distribution Feeders Interarity	2	Electrician to menuer test feeder cables to confirm integrity and replace is required		Misc	\$11,800
619	E	General Lighting - Replace existing aged fluorescent lighting with LED Type	2	Replace aged light fixtures		Misc	\$49,448
620	E	Lighting Control Update - Replace modernized lighting controls where applicable to meet	2	Replace existing Lighting Controls		Misc	\$19,249
621	F	Fire Alarm System - Inspect and clean Fire Alarm System Smoke Detectors	2	Clean Smoke Detectors		Misc	\$826
622	E	Fire Rating Separations - Coordinate with GC to identify fire rated wall, floors, ceilings. Inspect	2	Identify electrical pentrations thru fire rated wall, floors, ceilings. Inspect and add/replace fire		Misc	\$1,180
602	٨	and update fire rated sealant at electrical penetrations thru these fire rated separations.	2	rated sealant where required		Corridor (outrido Stainwall A)	
624	Δ	Wood papeling worn	3			Elevator Lobby Office Spaces	
625	Δ	Carpet worn and stained	3			Elevator Lobby, Office Spaces	
626	A	Concrete floor is worn and cracking	3			Mechanical Vestibule, Corridor (outside Stairwell	
627	A	Wall paint is peeling and worn	3			A), Storage Room Mechanical Vestibule, Mechanical Room, Storage	
628	А	Worn and dated finishes	3			Room, Corridor (outside Stairwell A) Stairwell A, Mechanical Room, Stair (from 4th to	
629	н	Intake damper on ACU-1 return fan not fully opened	3			Mech room Mechanical Room	
630	н	Conditioned air leaks on cabinet of ACU-2	3			Mechanical Room	
631	S	Concrete encasement removed at several locations to facilitate connection of mechanical	3	Encasement is predominently required for the protocoling. Concrete encasement should be		Mechanical room	
632	Н	Triple Duty Valve (TDV) on P-5 is closed down and the unit is on a variable speed drive	3	Open TDV fully to allow VSD to properly adjust the flow.		Mechanical Room	
633	E	480/277VAC Power Distribution Equipment is Aging or in Disrepair	3	Replace existing power distribution equipment with new		Misc	
634	E	120/208VAC Power Distribution Equipment is Aging or in Disrepair	3	Replace existing power distribution equipment with new		Misc	
635	E	120/208VAC Power Distribution Feeders Integrity	3	Electrician to megger test feeder cables to confirm integrity and replace is required		Misc	
636	E	Remove antiquated or corroded electrical equipment no longer in use	3	Electrician to identify and confirm equipment in question and remove if not in service		Misc	
637	Е	Remove and replace electrical devices including receptacles, switches etc that are aged out	3	Replace aged electrical devices with new.		Misc	
638	Е	Obsolete Low Voltage Wiring - Indentify and remove LV Wiring.	3	Identify and remove obsolete low voltage wiring		Misc	
639	E	Active Low Voltage Wiring - Support/Neaten existing active low voltage wiring	3	Inspect active low voltage wiring and harness, support, neaten		Misc	

City of Rochester Chambers Building Conditions Assessment

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B	BERGMANN Architects engineers planners			Char	City of Rochester nbers Building Conditions Assessment			
Basement	Lower First	Second Third	Fourth	Fifth	Sixth Roof Exterior			
Discipline		ltem		Priority	Recommended Solution	Action	Location	Cost



City of Rochester



Basement Lower First Second Third Fourth Fifth Sixth Roof Exterior

	Discipline	Item	Priority	Recommended Solution	Action	Location	Cost
701	А	Coping on penthouse is worn and corner joints are opening, allowing infiltration	1	Replacement of coping with new aluminum coping to match all other coping on roof		Elevator machine room (Penthouse)	\$5,830
702	А	All roof access doors rusting, hard to open and close	1	Door and frame replacement needed		West Roof Brick Facades	see each Floo
703	A	Windows severely deteriorated at all elevator lobbies	1	Window need to be replaced replacement		West Roof Brick Facades	see Exterior
704	A	Southern window frames rusting and deteriorating	1	Window need to be replaced replacement		West Roof Brick Facades	see Exterior
705	A	Ladder anchor unattached, twisting when climbed	1	Anchor needs to be resecured		East Roof (6th floor mech. Room)	\$371
706	A	Roof access door rusting and hard to open/close	1	Door and frame replacement needed		East Roof Brick Facades	\$2,650
707	А	Windows at mech. Room severely deteriorating	1	Window need to be replaced replacement		East Roof Brick Facades	see Exterior
708	A	Reglet and counter flashing missing at 4th floor mech. through wall vents	1	Replace reglet and counter flashing		West Roof Brick Facades	\$3,710
709	A	Sediment and debris removal needed at roof drains	1	Clear roof drains of any sediment and debris		West roof (4th floor mechanical and Stairwell C)	\$3,710
710	A	Roof drain cover need to be re-attached	1	Re-attach roof drain cover to drain location		West roof (4th floor mechanical and Stairwell C)	\$159
711	Α'	Tree growing through membrane roofing at east entry portico roof area	1	Remove vegatation, and repair roof membrane			\$11,130
712	Α'	Vegetation growing through membrane (southwest of 5th floor roof)	1	Remove vegatation, and repair roof membrane		Southwest of 5th floor	\$5,300
713	A'	Balcony membranes failed and concrete deck is exposed	1	Remove and replace roofing membrane		East & West (3rd floor)	\$55,650
714	Α'	South canopy flashing along west elevation to be repaired; review canopy drainage?	2	Repair flashing & drainage		South entrance	\$5,900
715	A	Sediment and debris removal needed in several areas of roof	2			West roof (4th floor mechanical and Stairwell C)	\$2,950
716	А	EIFS around ladder anchors are not sealed, weather damaging system	2			Stairwell C Roof	\$2,655
717	A	Lintels are starting to rust jack at windows and vents	2			West Roof Brick Facades	\$14,750
718	А	Pipe through penetration needs to be resealed	2			West Roof Brick Facades	\$295
719	Α	Steel beam penetrating brick at 4th floor elevator hoist way	2	Yes, Cut back and masonry infill or insulate and weatherproof		West Roof Brick Facades	\$14,750
720	А	Sediment and debris removal needed at roof drains	2			East Roof (6th floor mech, Room)	\$295
721	Α	Sediment and debris removal needed in several areas of roof	2			East Roof (6th floor mech, Room)	\$531
722	А	Mechanical unit drain hose not connected, pipes and drain below rusting	2			East Roof (6th floor mech, Room)	\$413
723	A	Lintels are all starting to rust jack	2	Prep and paint		East Roof Brick Facades	\$1,121
724	А	Pipe through penetration needs to be resealed	2			East Roof Brick Facades	\$295
725	S	Roof drains clogged at 4th floor roof	2	Clean out drain and perform regular maintenance to ensure future clogs can be avoided.		4th Floor roof, access through 4th floor mechanical	see above
726	S	Moderate corrosion visible at steel lintels over louvers	2	Continue to monitor level of corrosion as part of annual maintenance program. Replacement of steel in the future will likely be required		4th Floor roof, access through 4th floor mechanical	\$1,121
727	S	Moderate corrosion visible at steel tie rods at parapet walls along south side of building at 5th floor roof	2	Continue to monitor level of corrosion as part of annual maintenance program. Replacement of steel in the future will likely be required.		6th Floor roof, access through 6th floor mechanical	\$531
728	S	Roof drains clogged at 6th floor roof	2	Clean out drain and perform regular maintenance to ensure future clogs can be avoided.		6th Floor roof, access through 6th floor mechanical room	see above
729	A	Several small areas of ponding	3			West roof (4th floor mechanical and Stairwell C)	
730	A	Spongy roof insulation on lower NW roof	3			West roof (4th floor mechanical and Stairwell C)	
731	A	Mild coping damage (S side of building)	3			West roof (4th floor mechanical and Stairwell C)	
732	А	Stair rusting and in need of cleaning and repainting	3			Elevator machine room (Penthouse)	
733	Α	Ponding under penthouse	3			Elevator machine room (Penthouse)	
734	А	Several small areas of ponding	3			East Roof (6th floor mech. Room)	
		General question: membrane wrapped up rear side of masonry parapet with ventilation detail.					-
735	A'	Not a typical detail we've seen - is it allowing moisture to be removed from masonry system?					\$2,360



City of Rochester



Basement	Lower	First	Second	Third	Fourth	Fifth	Sixt	Roof	Exterior
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	Discipline	ltem	Priority	Recommended Solution	Action	Location	Cost
801	А	Windows are inoperable and pinned shut, window frames are severely worn STORM PANEL (or	1	Repair & Re-caulk windows. New storm windows installed on interior side of window.		East Façade (South Avenue), South Façade	\$133,263
		ALUM PANEL)				(Bragden Place)	
802	A	Aluminum windows at SW corner are severely deteriorated WINDOWS REPLACED	1	Window replacement needed		South Façade (Bragden Place)	\$845,456
803	A	Northwest corner exit doors and frame are rusting	1	Door and frame replacement needed		West Façade (Bragden Place)	see Lower Fir
804	A	All windows at Stairwell A in poor condition, frames rusting, cracked glazing	1	Window replacement needed		East Façade (Parking Lot)	see Item 802
805	A	Exit door and frame from stairwell is rusting	1	Door and frame replacement needed		East Façade (Parking Lot)	\$4,770
806	A	Underside of second floor bow window is deteriorating, maintenance needed	1	Caulk, prep and paint		North Façade (Parking Lot)	\$1,272
807	A	Stone coping on NE corner loose and unseated	1	Stone coping needs to be resecured before it falls from the building		East Façade (South Avenue)	\$1,431
808	S	parking lot	1	Apply bonding agent and patch slab using concrete patch product to protect reinforcing.		Retaining wall along north side of parking lot	\$1,590
809	s	Cracking and spalled concrete visible in concrete along underside of overhang at west side of parking lot	1	Apply bonding agent and patch slab using concrete patch product to protect reinforcing.		East façade adjacent to parking lot	\$2,650
810	S	Severe corrosion of steel window jambs along south side of building near street level	1	Repair or replace corroded window frames as needed. Consider replacing entire window.		South façade at street level	\$12,720
811	Α'	Balcony concrete deck exposed (refer to roofing)	1	(Refer to roofing)			see Roof
812	Α'	Balcony concrete deck cracked through at one balcony location	1	Slab assessment and repair			\$4,770
040		Southwest corner cracking from original to 1925 structure (turns corner with movt). (Noted that	1				\$12.250
813	A	reglet with counterflashing detail - needs repointing / some open joints along this area)	1	Repair counternashing, and repointing			\$13,250
814	A'	Bronze window panels - joints failing, decoration loose, blacked areas of bronze (rust)?	1	Window reapair needed, caulked, and new storm windows installed on the interior side of the windows.			\$68,900
815	Α'	Cornice stone panels cracked	2				\$5,900
816	А	Stone windowsill cracked, missing large chunk	2			West Facade (Bragden Place)	\$2,655
817	A	Stone joints, sills, and water table need to be repointed	2			East Facade (South Avenue)	\$2,950
818	А	Sprinkler standpipe fire dept, connection no covers, wrapped in plastic bag	2			East Facade (South Avenue)	\$885
819	А	Stone joints, sills, and water table need to be repointed	2			South Facade (Bragden Place)	\$4,130
820	A	Lintels at window beads are starting to just jack	2	Pren and naint		South Facade (Bragden Place)	\$5,310
821	Δ	loint along stone and brink open needs renair	2			South Facade (Bragden Place)	\$413
822	Δ	Capopy over south entrance draining water along wall connection	2			South Facade (Bragden Place)	\$8,850
823	^	Exposed wood blocking at cappay over souh entrance	2			South Facade (Bragden Place)	
023	^	Prick joints need repointing, several spaces	2			Wort Escado (Bragden Place)	\$7.670
024	^	Stope stair entries have stacks and chins in stope	2			West Façade (Bragden Place)	\$8,850
020	^	Briek infill and ininte at former concerns at with doors NIM corner, course repair	2			West Façade (Bragden Place)	\$0,000
020	A	Brick initial and joints at former canopy at exit doors new corner, severe repair	2			West Façade (Bragden Place)	\$12,590
021	A	brick joints at two corner deteriorating, need repointing	2			West Façade (Bragden Place)	\$2,950
828	A	Lintels at window heads are starting to just jack	2			West Façade (Bragden Place)	\$1,416
829	A	EIFS Finish needs ceaning and re-caulking at base joint	2			North Façade (Bragden Place)	\$10,620
830	A	Large hole cut into EIFS, repair needed	2			North Façade (Bragden Place)	\$531
831	A	Lintels at window heads are starting to just jack	2			North Façade (Bragden Place)	\$3,540
832	A	EIFS Finish needs ceaning and re-caulking at base joint	2			East Façade (Parking Lot)	\$4,130
833	A	Large hole cut into EIFS, repair needed	2			East Façade (Parking Lot)	\$590
834	A	Several EIFS patches are in poor shape	2			East Façade (Parking Lot)	\$4,130
835	A	Lintels at window heads are starting to just jack	2			East Façade (Parking Lot)	\$4,720
836	A	Severe rust staining at NE corner from roof flashing	2			East Façade (Parking Lot)	\$8,850
837	A	Pipe, conduit, wire penetrations in brick around stairwell A, door need sealing	2			East Façade (Parking Lot)	\$1,475
838	A	EIFS Finish needs ceaning and re-caulking at base joint	2			North Façade (Parking Lot)	\$4,720
839	A	Concrete wall base severely cracked at NW corner	2			North Façade (Parking Lot)	\$7,670
840	A	Large hole cut into EIFS, repair needed, brick behind showing	2			North Façade (Parking Lot)	\$590
841	A	EIFS façade has thin spiderweb cracking throughout lower portion of wall	2			North Façade (Parking Lot)	\$8,850
842	s	Evidence of removal of building mounted overhang with some cracking and visible gaps between bricks	2	Repair and patch masonry.		West façade	see above
843	Α'	Prepare and paint steel ladders at 6th floor roof to penthouse (where rusting)	2	Prep and paint steel ladders			\$944
844	A	Severe staining on stone facade and sandstone base	3			East Facade (South Avenue)	+3.1.
845	A	Balcony railing bowing inward, railing peeds repair	3			East Facade (South Avenue)	
846	A .	Balcony current brackets showing signs of wear birds porting	2			East Facade (South Avenue)	
040	A .	Delega de la contracte si si contracte de marco	2			East Facada (South Avenue)	
847 848	A	Datcony moor snowing signs of water damage	3	Until we understand how the stone panels are fastened to back up structure, where there are		East Façade (South Avenue)	
			-	cracks at cornice members it is concerning due to potential failure and failling			
849	A	Stone water table cracked at east corner	3			South Façade (Bragden Place)	

	В	BERGMANN Architects engineers planners		City of Rochester			
	Basement	Lower First Second Third Fourth Fifth	Sixt Roof	Exterior			
	Discipline	Item	Priority	Recommended Solution	Action	Location	Cost
850	А	Stone windowsill cracked	3			South Façade (Bragden Place)	
851	A	Lower-level windows on E side of building covered with metal panels	3			South Façade (Bragden Place)	
852	A	Severe staining on stone façade and sandstone base	3			South Façade (Bragden Place)	
853	A	Balcony railing bowing inward, railing needs repair	3			South Façade (Bragden Place)	
854	A	Balcony support brackets showing signs of wear, birds nesting	3			South Façade (Bragden Place)	
855	A	Balcony floor showing signs of water damage	3			South Façade (Bragden Place)	
856	A	Cracked cornice at roof	3			South Façade (Bragden Place)	
857	A	Cornice at SW corner of stone façade cracked, chunk missing	3			South Façade (Bragden Place)	
858	A	Cornice at connection or brick and stone facades severely cracked	3			South Façade (Bragden Place)	
859	A	Stone water table cracked at east corner	3			West Façade (Bragden Place)	

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	В

6.0 Appendix B – Deficiency Plan Markups





Appendix B - Architectural Deficiency Plan Markups

BASEMENT

ASBESTOS NOTES:

THE BASEMENT WAS NOT INCLUDED AS PART OF THE JULY 2019 'ASBESTOS SURVEY REPORT' COMPLETED BY LU ENGINEERS. SUSPECT MATERIALS NOT IDENTIFIED, SAMPLED, ANALYZED AND/OR ASSUMED IN THE REPORT WILL BE REQUIRED TO BE ASSUMED AS ACM, OR TO BE SAMPLED AND ANALYZED FOR THE PRESENCE OF ASBESTOS.

MATERIALS IDENTIFIED WITHIN THE REPORT MAY BE PRESENT IN AREAS NOT ASSESSED AS PART OF THE JULY 2019 'ASBESTOS SURVEY REPORT'.

LEAD BASED PAINT (LBP) NOTES:

THE PRESENCE, QUANTITY, AND LOCATION OF LEAD-BASED PAINT (LBP) WITHIN AND AT THE EXTERIOR OF THE BUILDING IS UNKNOWN AT THIS TIME. AN LBP SURVEY, CONDUCTED TO DETERMINE THE PRESENCE, QUANTITY, AND LOCATION OF LBP, MAY BE WARRANTED ON SURFACES THAT ARE DETERIORATED OR IN NEED OF REPAIR.

INTACT OR RESIDUAL LBP MAY BE PRESENT ON THE FOLLOWING SURFACES THROUGHOUT THE BUILDING.

- ALL PAINTED SURFACES, INCLUDING CEILINGS, WALLS, FLOORS.

ALL WINDOW COMPONENTS, WITHIN INTERIOR AND AT EXTERIOR.

- ALL DOOR COMPONENTS, WITHIN INTERIOR AND AT EXTERIOR.

- ALL METAL AND WOOD SURFACES, WITHIN INTERIOR AND AT EXTERIOR.





REPLACE EXISTING FREIGHT ELEVATOR,

UTILIZING EXISTING ELEVATOR SHAFT

ALL WINDOWS, STOREFRONT WINDOWS, AND DOORS TO BE ASSUMED TO HAVE

Appendix B - Architectural Deficiency Plan Markups

REPAIR AND CAULK WINDOWS. INSTALL NEW INTERIOR STORM WINDOWS.

REMOVE AND INSTALL NEW STOREFRONT WINDOWS. LINTEL SHOULD BE CLEANED OF RUST AND REPAINTED.

REMOVE AND INSTALL NEW INSULATED METAL DOOR.

ASBESTOS NOTES:

BROKEN STEEL STAIR TREAD AT ACCESS

THE LOWER LEVEL WAS NOT INCLUDED AS PART OF THE JULY 2019 'ASBESTOS SURVEY REPORT' COMPLETED BY LU **ENGINEERS. SUSPECT MATERIALS NOT** IDENTIFIED, SAMPLED, ANALYZED AND/ OR ASSUMED IN THE REPORT WILL BE REQUIRED TO BE ASSUMED AS ACM, OR TO BE SAMPLED AND ANALYZED FOR THE PRESENCE OF ASBESTOS.

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STAIR INTO MECHANCAL ROOM. REPLACE STAIR TREAD. \otimes DN -L64 EXCAVATE ALONG EAST SIDE OF MECHANICAL ROOM AND INSTALL WATERPROOFING ALONG EXTERIOR OF BASEMENT FOUNDATION WALL. COATINGS AND CAULKS ASSOCIATED WITH EXTERIOR OF BASEMENT FOUNDATION WALL L61 TO BE ASSUMED ASBESTOS CONTAINING, OR TO BE SAMPLED L60 AND ANALYZED FOR ASBESTOS. \otimes L59 L58 L56 L55 L54 **REPLACE INSULATED** ALUMINUM PANELS









Appendix B - Architectural







MATERIALS IDENTIFIED WITHIN THE REPORT MAY BE



FOURTH FLOOR

Appendix B - Architectural Deficiency Plan Markups

	OF RUST AND REPAINTED.	
	REMOVE AND INSTALL NEW INSULATED METAL DOOR.	
	* ALL ROOF ACCESS DOORS AND FRAMES ARE RUSTING AND NEED TO BE REPLACED. LINTEL SHOULD BE CLEANED OF RUST AND REPAINTED.	
••••		
	PROVIDE NEW HANDICAP ACCESSIBLE UNIS SINGLE-USE RESTROOM.	EX
/	PROVIDE HI/LO HANDIC ACCESSIBLE DRINKING	AP FOUNTAINS
	412	TSI AND CAULKS ASSOCIATED WITH CURRENTLY PRESENT DRINKING FOUNTAIN TO BE ASSUMED ASBESTOS CONTAINING, OR BE SAMPLED AND
		ANALYZED FOR ASBESTOS. WALL MATERIAL MAY REQUIRE SAMPLING AND ANALYSIS FOR ASBESTOS.
	413	

REPAIR AND CAULK WINDOWS. INSTALL

REMOVE AND INSTALL NEW STOREFRONT

WINDOWS. LINTEL SHOULD BE CLEANED

NEW INTERIOR STORM WINDOWS.



FIFTH FLOOR

Appendix B - Architectural Deficiency Plan Markups



ASBESTOS NOTES:

THE FIFTH FLOOR WAS NOT INCLUDED AS PART OF THE JULY 2019 'ASBESTOS SURVEY REPORT' COMPLETED BY LU ENGINEERS. SUSPECT MATERIALS NOT IDENTIFIED, SAMPLED, ANALYZED AND/OR ASSUMED IN THE REPORT WILL BE REQUIRED TO BE ASSUMED AS ACM, OR TO BE SAMPLED AND ANALYZED FOR THE PRESENCE OF ASBESTOS.

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SIXTH FLOOR

Appendix B - Architectural Deficiency Plan Markups

REPAIR AND CAULK WINDOWS. INSTALL

WINDOWS. LINTEL SHOULD BE CLEANED

REMOVE AND INSTALL NEW INSULATED

* ALL ROOF ACCESS DOORS AND FRAMES ARE RUSTING AND NEED TO BE REPLACED. LINTEL SHOULD BE CLEANED OF

ASBESTOS NOTES:

THE SIXTH FLOOR WAS NOT INCLUDED AS PART OF THE JULY 2019 'ASBESTOS SURVEY REPORT' COMPLETED BY LU ENGINEERS. SUSPECT MATERIALS NOT IDENTIFIED, SAMPLED, ANALYZED AND/OR ASSUMED IN THE REPORT WILL BE REQUIRED TO BE ASSUMED AS ACM, OR TO BE SAMPLED AND ANALYZED FOR THE PRESENCE OF ASBESTOS.

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Appendix B - Architectural Deficiency Plan Markups




NT (LBP) NOTES QUANTITY, AND LOCATION OF LEAD-BASED PAINT (LBP) WITHIN AND AT THE EXTERIOR OF THE KNOWN AT THIS TIME. AN LBP SURVEY, CONDUCTED TO DETERMINE THE PRESENCE, LOCATION OF LBP, MAY BE WARRANTED ON SURFACES THAT ARE DETERIORATED OR IN NEED	
DUAL LBP MAY BE PRESENT ON THE FOLLOWING SURFACES THROUGHOUT THE BUILDING. IRFACES, INCLUDING CEILINGS, WALLS, FLOORS. OMPONENTS, WITHIN INTERIOR AND AT EXTERIOR. IPONENTS, WITHIN INTERIOR AND AT EXTERIOR.	
WOOD SURFACES, WITHIN INTERIOR AND AT EXTERIOR. <u>ED BIPHENYL (PCB) CONTAINING CAULK</u> QUANTITY, AND LOCATION OF PCB-CONTAINING CAULK IS UNKNOWN AT THIS TIME. ALL NTERED MAY BE PCB-CONTAINING.	
	, , ,
VE ASSOCIATED ASBESTOS IN, OR BE INSPECTED, WITH VALYZED FOR ASBESTOS. EAST ELEVATION (EXISTING)	
HALL VERIFY ALL CONDITIONS AND DIMENSIONS AT BUILDING SEDING WITH WORK. 2 THIS DRAWING OBTAINED FROM THE FOLLOWING GOVRCES: KAELBER ARCHITECTS MENT PLAN, $\frac{1}{6}$ " = 1-0", MAY 29, 1925 THOOR PLAN, $\frac{1}{6}$ " = 1-0", DEC 17, 1925 ND FLOOR PLAN, $\frac{1}{6}$ " = 1-0", MAY 29, 1925 TH FLOOR PLAN, $\frac{1}{6}$ " = 1-0", MAY 29, 1925 TH FLOOR PLAN, $\frac{1}{6}$ " = 1-0", MAY 29, 1925 TH FLOOR PLAN, $\frac{1}{6}$ " = 1-0", MAY 29, 1925 TH FLOOR PLAN, $\frac{1}{6}$ " = 1-0", MAY 29, 1925 TON D-D, $\frac{1}{6}$ " = 1-0", MAY 29, 1926 EMENT PART I, $\frac{3}{6}$ " = 1-0", MAR 1, 1926	



Appendix B - Architectural Deficiency Plan Markups **REPAIR AND CAULK WINDOWS. INSTALL** ELEV. + 85'-6" **NEW INTERIOR STORM WINDOWS. REMOVE AND INSTALL NEW STOREFRONT** WINDOWS. LINTEL SHOULD BE CLEANED (ELEV. +76'-3" OF RUST AND REPAINTED. **REMOVE AND INSTALL NEW INSULATED** METAL DOOR. ELEV. + 68-9" **REPAIR EXISTING BRICK FACADE** - ELEV. +59'-3" r FLEV. + 54'-7" ELEV. + 41-1" EXISTING WINDOWS TO REMAIN UNCHANGED ABOVE THIS ELEV. ALL WINDOWS BELOW THIS ELEV .-NEW UNLESS NOTED. AG ALLOW REPLACEMENT ING ROOMS > FLOOR OF (2) CRACKED 2.EL.+27-0" MARBLE PANELS DINING ROOM SECOND FLOOR FIN. FL. EL. + 11-0" CHAMBER OFFICES FIRST FLOOR FTN. FL. EL. = 0-0" = 525.61 COMMUNITY CHEST GROUND FLOOR FIN. FL.EL. - 14-7" BASEMENT FIN. FL. EL. - 26-7" LEAD BASED PAINT (LBP) NOTES THE PRESENCE, QUANTITY, AND LOCATION OF LEAD-BASED PAINT (LBP) WITHIN AND AT THE EXTERIOR OF THE BUILDING IS UNKNOWN AT THIS TIME. AN LBP SURVEY, CONDUCTED TO DETERMINE THE PRESENCE, QUANTITY, AND LOCATION OF LBP, MAY BE WARRANTED ON SURFACES THAT ARE DETERIORATED OR IN NEED OF REPAIR. INTACT OR RESIDUAL LBP MAY BE PRESENT ON THE FOLLOWING SURFACES THROUGHOUT THE BUILDING. -ALL PAINTED SURFACES, INCLUDING CEILINGS, WALLS, FLOORS.

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-ALL DOOR COMPONENTS, WITHIN INTERIOR AND AT EXTERIOR.

-ALL METAL AND WOOD SURFACES, WITHIN INTERIOR AND AT EXTERIOR.

POLYCHLORINATED BIPHENYL (PCB) CONTAINING CAULK

CONTRACTOR SHALL VERITY ALL CONDITIONS AND' PIMENGIONS AT BUILDING BEFORE PROCEEDING WITH WORK. INFORMATION FOR THIS DRAWING OBTAINED FROM THE FOLLOWING GOURCES: GORDON AND KAELBER ARCHITECTS DWG # 1 BAGEMENT PLAN, 1/8" = 1-0", MAY 29, 1925 DWG # 5 FOURTH FLOOR PLAN, 1/8" = 1-0", MAY 29, 1925 DWG # 6 FIFTH FLOOR PLAN, 1/8" = 1-0", MAY 29, 1925 DWG # 6 FIFTH FLOOR PLAN, 1/8" = 1-0", MAY 29, 1925 DWG # 10 WATER ST. ELEVATION, 1/8" = 1-0", MAY 29, 1925



1. ALL CAULKS, MORTARS, CONCRETE PATCHES, AND SEALANTS TO BE ASSUMED AS ASBESTOS CONTAINING, OR TO BE SAMPLED AND ANALYZED FOR THE PRESENCE OF ASBESTOS.

LEAD BASED PAINT (LBP) NOTES

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-ALL WINDOW COMPONENTS, WITHIN INTERIOR AND AT EXTERIOR.

-ALL DOOR COMPONENTS, WITHIN INTERIOR AND AT EXTERIOR.

ALL METAL AND WOOD SURFACES, WITHIN INTERIOR AND AT EXTERIOR

POLYCHLORINATED BIPHENYL (PCB) CONTAINING CAULK

THE PRESENCE, QUANTITY, AND LOCATION OF PCB-CONTAINING CAULK IS UNKNOWN AT THIS TIME. ALL CAULKS ENCOUNTERED MAY BE PCB-CONTAINING.

- 1. REFER TO APPENDIX A FOR COMPLETE LIST OF OBSERVATION ITEMS, INCLUDING ITEMS WITH LOWER PRIORITY.
- 2. REFER TO FIELD OBSERVATION PHOTOS FOR VISUAL REPRESENTATION OF EACH CONDITION. EACH ITEM LISTS RELEVANT PHOTO NUMBERS WITHIN THE DESCRIPTION.

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-ALL METAL AND WOOD SURFACES, WITHIN INTERIOR AND AT EXTERIOR.

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ROOF

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- 2. REFER TO FIELD OBSERVATION PHOTOS FOR VISUAL REPRESENTATION OF EACH CONDITION. EACH ITEM LISTS RELEVANT PHOTO NUMBERS WITHIN THE DESCRIPTION.

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Appendix B - Structural Deficiency Plan Markups

HVAC, Plumbing, and Fire Protection Deficiencies - Basement

ASBESTOS NOTES 1. ALL TSI (INCLUDING AIRCELL PIPE INSULATION, MUDDED FITTINGS, ETC) ASSOCIATED WITH PIPES TO BE ASSUMED AS ASBESTOS CONTAINING, OR TO BE SAMPLED AND ANALYZED FOR ASBESTOS. 2. ALL DUCT INSULATION, STICK-PIN MASTIC, ADHESIVES, GASKETS, INSULATION TAPE, AND VIBRATION DAMPENER CLOTH ASSOCIATED WITH DUCTWORK TO BE ASSUMED AS ASBESTOS CONTAINING, OR TO BE SAMPLED AND ANALYZED FOR ASBESTOS.

3. ALL CLOTH-INSULATED WIRING, CEMENTITIOUS ELECTRICAL SHIELDING, FLASH GUARDS, AND CEMENTITIOUS BOARDS ENCOUNTERED TO BE ASSUMED AS ASBESTOS CONTAINING, OR TO BE SAMPLED AND ANALYZED FOR THE PRESENCE OF ASBESTOS.

4. ALL CAULKS, MORTARS, CONCRETE PATCHES, AND SEALANTS TO BE ASSUMED AS ASBESTOS CONTAINING, OR TO BE SAMPLED AND ANALYZED FOR THE PRESENCE OF ASBESTOS.

5.SHOULD DISTURBED TSI BE ENCOUNTERED DURING WORK WORK SHOULD BE STOPPED AND ALL PERTINENT REGULATIONS REGARDING INCIDENTAL DISTURBANCES WITHIN NYS CODE RULE 56 SHOULD BE FOLLOWED.

6. SUSPECT MATERIALS NOT IDENTIFIED, SAMPLED, ANALYZED AND/OR ASSUMED IN THE JULY 2019 REPORT WILL BE REQUIRED TO BE ASSUMED AS ACM, OR TO BE SAMPLED AND ANALYZED FOR THE PRESENCE OF ASBESTOS.

HVAC, Plumbing, and Fire Protection Deficiencies - Lower Level

HVAC, Plumbing, and Fire Protection Deficiencies - Second Floor

6. SUSPECT MATERIALS NOT IDENTIFIED, SAMPLED, ANALYZED AND/OR ASSUMED IN

= induction unit

HVAC, Plumbing, and Fire Protection Deficiencies - Third Floor

1. ALL TSI (INCLUDING AIRCELL PIPE INSULATION, MUDDED FITTINGS, ETC) ASSOCIATED WITH PIPES TO BE ASSUMED AS ASBESTOS CONTAINING, OR

INSULATION TAPE, AND VIBRATION DAMPENER CLOTH ASSOCIATED WITH DUCTWORK TO BE ASSUMED AS ASBESTOS CONTAINING, OR TO BE

3. ALL CLOTH-INSULATED WIRING, CEMENTITIOUS ELECTRICAL SHIELDING, FLASH GUARDS, AND CEMENTITIOUS BOARDS ENCOUNTERED TO BE ASSUMED AS ASBESTOS CONTAINING, OR TO BE SAMPLED AND ANALYZED FOR THE PRESENCE OF

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6. SUSPECT MATERIALS NOT IDENTIFIED, SAMPLED, ANALYZED AND/OR ASSUMED IN THE JULY 2019 REPORT WILL BE REQUIRED TO BE ASSUMED AS ACM, OR TO BE

HVAC, Plumbing, and Fire Protection Deficiencies - Fourth Floor

HVAC, Plumbing, and Fire Protection Deficiencies - Fifth Floor

HVAC, Plumbing, and Fire Protection Deficiencies - Sixth Floor

RGENCY PANEL, (100 A B	US)	17.	WIRING DEVICES WHERE NEW LIGHTING AND OUTLETS AND
M B-4 " RM 155 S-4, B-4A, B-9, B-13, B-22 T & ARODNO STAIR*3 DND STAIR*2, ETC. DUND STAIR*1, ETC DUND STAIR*3 UND STAIR*2 DND MORTIMER ST. EXIT AROUND STAIR*1	MATTS 	10TAL 200 	 SHOWN. THIS INCLUDES ALL EXISTING RECEPTACLES UNLESS OTHERWISE NOTED ON DRAWINGS (SEE DIEM 6, BELOW) 2. REMOVE ALL EXISTING ELECTRICAL WORK OF ANY TRADE OR WILL WHICH INTERFERES WITH THE NEW WORK OF ANY TRADE OR WILL NOT BE USED IN THE NEW LAYOUT. 3. CONDUIT AND BOXES MAY BE REUSED IF SUITABLE TO THE NEW LAYOUT AND IN ACCORDANCE WITH THE NEC. 4. UNLESS CIRCUITING IS SHOWN, WIRE TO EXISTING CIRCUITS: A. LIMIT 30-40 WATT FLOOD. LAMPS PER 20 AMP. CIRCUIT B. LIMIT 6 RECEPT. PER 20 AMP. CIRCUIT. 5. WIRING SHALL BE CONCEALED IN FINISHED AZEAS, OTHERWISE WIREMOLD SHALL BE USED WITH ARCHITECT'S SPECIFIC APPROVAL. 6. SEE NOTES ON INDIVIDUAL DRAWINGS FOR AREAS WHERE ELECTRICAL WORK WILL NOT BE CHANGED UNDER THIS CONTRACT.
O WIRING, CEMENTITIOUS ELEC DS, AND CEMENTITIOUS BOAR SUMED AS ASBESTOS CONTAIN ZED FOR THE PRESENCE OF AS D AS ASBESTOS CONTAINING, D FOR THE PRESENCE OF ASBES NG REMOVAL OF LIGHT FIXTUR OULD DISTURBED TSI BE ENCO VE CEILINGS; WITHIN PLENUM PED AND ALL PERTINENT REGU DISTURBANCES WITHIN NYS C D. AND REPLACEMENT IS TO DIST ING MATERIALS MAY REQUIRE	TRICAL DS NING, OR TO BESTOS. OR TO BE STOS. CARE ES AND OUNTERED SPACES), LATIONS CODE RULE		
ACEMENT IS TO DISTURB WALL TERIALS, THESE MATERIALS MA S FOR ASBESTOS.	, COVE Y REQUIRE		
			ELECTRICAL SYMBOLS Q NEW INCANDESCENT FIXTURE EXISTING INCANDESCENT FIXTURE DI NEW FLUORESCENT FIXTURE MEW DUPLEX RECEPTACE PNEW DUPLEX RECEPTACE PNEW DUPLEX RECEPTACE PNEW BRACKET LIGHT SPECIAL PURPOSE OUTLET FLOOR OUTLET FLOOR OUTLET FLOOR OUTLET FLOOR OUTLET FA GONG ELECTRIC THERMOSTAT P FA GONG FA TROUBLE SIGNAL EFA SENDING STATION HEAT DETECTOR VP INDICATES WATERTIGHT S SWITCH: S, 3-WW, S& 4-WAY S, IMIT EMERGENCY LIGHT ON FOULET ON FOR BOX SUBJECTION BOX CO TYPE FIXTURE IN ROOM ONEW EXIT LIGHT S EXISTING EXIT LIGHT S EXISTING EXIT LIGHT C EXISTING EXIT LIGHT DIV TV OUTLET
			DOOR BELL

ROCHESTER CHAMBER OF COMMERCE REMODELING ROCHESTER N.Y.	
NKK	
NORTHRUP KAELBER & KOPF 740 EAST AVENUE ROCHESTER NEW YORK	
ARCHITECTS ENGINEER	
Restlo Entres	
JOB NO. 69-4636 DRAWN BY R.E.C. CHECKED BY R.E.C	
SCALE 1/2 1-0"	
DATE AUG 31, 1970	
DATE ISSUED	
REVISIONS DATE	
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ELECTRICAL WORK	
BASEMENT PLAN	
DWG. NO.	

ROCHESTER CHAMBER OF COMMERCE REMODELING	
KAELBER & KOPF 740 EAST AVENUE ROCHESTER NEW YORK	
ARCHITECTS ENGINEER	
State and a state	
JOB NO. 69-4636 DRAWN BY R.E.C.	
CHECKED BY R.E.C. SCALE 15"=1"-0" DATE AUG. 31, 1970 DATE ISSUED	
REVISIONS DATE	
LECTRICAL WORK	
GROUND FLOOR PLAN	
DWG. NO. 402	

ROCHESTER CHAMBER OF COMMERCE REMODELING	
VK K	
NORTHRUP KAELBER & KOPF * 740 EAST AVENUE ROCHESTER NEW YORK ARCHITECTS ENGINEER	
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JOB NO. 69-4636 DRAWN BY R.E.C. CHECKED BY R.E.C. SCALE %=1'-5" DATE AOG.31,1975 DATE ISSUED DATE	
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DWG. NO. 403	

ROCHESTER CHAMBER OF COMMERCE REMODELING	
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NORTHRUP KAELBER & KOPF 740 EAST AVENUE	
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DATE AUG. 31, 1970 DATE ISSUED REVISIONS DATE	
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SECOND FLOOR & KITCHEN MEZZ. PLANS	
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REVISIONS	DATE
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ELECTRICAL WO)RK
THIRD FLOO PLAN	R
DWG. NO.)5

ROCHESTER CHAMBER OF COMMERCE REMODELING	
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NORTHRUP KAELBER & KOPF	
740 EAST AVENUE Rochester New York	
ARCHITECTS ENGINEER	
Carlos Ca	
CE NEW TOP	
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DRAWN BY R.E.C.	
SCALE	
DATE AUG. 31, 1970	
REVISIONS DATE	
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ELECTRICAL WORK	
FOURTH & FIFTH FLOOR PLANS	
DWG. NO. 406	

τ.	ASBESTOS NOTES: 1. ALL CLOTH-INSULATED WIRING, CEMENTITIOUS ELECTRICAL SHIELDING, FLASH GUARDS, AND CEMENTITIOUS BOARDS ENCOUNTERED TO BE ASSUMED AS ASBESTOS CONTAINING, OR TO BE SAMPLED AND ANALYZED FOR THE PRESENCE OF ASBESTOS. 2. ALL TSI TO BE ASSUMED AS ASBESTOS CONTAINING, OR TO BE SAMPLED AND ANALYZED FOR THE PRESENCE OF ASBESTOS. CARE SHOULD BE TAKEN DURING REMOVAL OF LIGHT FIXTURES AND ASSOCIATED CEILING. SHOULD DISTURBED TSI BE ENCOUNTERED
	DURING WORK (E.G. ABOVE CEILINGS; WITHIN PLENUM SPACES), WORK SHOULD BE STOPPED AND ALL PERTINENT REGULATIONS REGARDING INCIDENTAL DISTURBANCES WITHIN NYS CODE RULE 56 SHOULD BE FOLLOWED. 3. IF LIGHTING REMOVAL AND REPLACEMENT IS TO DISTURB CEILING MATERIALS, CEILING MATERIALS MAY REQUIRE SAMPLING AND ANALYSIS FOR ASBESTOS. 4. IF POWER PANEL REPLACEMENT IS TO DISTURB WALL, COVE BASE, OR FLOORING MATERIALS, THESE MATERIALS MAY REQUIRE SAMPLING AND ANALYSIS FOR ASBESTOS.

LP-EA USED 9 201, INCL 2 FOR PARKING AREA LTS

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ELECTRICAL ASSESSMENT NOTES: 1. THIS 6TH FLOOR AREA CONTAINS EXISTING OLDER STYLE FLUORESCENT LIGHTING EQUIPMENT. REMOVE AND REPLACE EXISTING LIGHTING IN THESE AREAS WITH CURRENT LED TYPE LIGHTING. CONFIRM CONDITION OF EXISTING BRANCH CIRCUIT WIRING SERVING LIGHTING AND REPLACE AS NESESSARY, RE-USE CONDUIT WHERE DEEMED TO BE IN GOOD CONDITION.

2. EXISTING POWER PANELS NOTED FOR REPLACEMENT SHALL HAVE THEIR "ACTIVE" CIRCUIT BREAKERS PROVIDED WITH NEW POWER PANEL WITH SAME SIZE AND KAIC WITHSTAND RATING.

3. EXISTING POWER PANEL NOTED TO REMAIN TO HAVE THEIR FEEDER CONDUCTORS FROM THE BASEMENT MDP SOURCE MEGGERED TO CONFIRM THEIR INTEGRITY. IF CABLES ARE SHOWN TO BE AGED AND UNDER PERFORMING THEY ARE RECOMMENDED TO BE REPLACED.

	MI	SCELN	ADTORS	>			p. and the second se
UNIT	LOAD	CURRENT	CIRCUIT	CB FRAME	STARTER	WIRESIZE	AUXILIARIES & NOTES
P-1	2HP	2.08 3	2013	Q	HUAC CONTR	3-312111/2"	C,G,H
C-1	3/414	88	153	-1	U	<i>E</i>]	C (600-3), H
VP-1	2-1/hm	¥ə	153	68	t)	Ð	$H^{(1)} = \left\{ H^{(1)} \right\}$
Ac-1	SPP.		203	- 01	11	9	Н
AC-2	219	- 11	203	8,	69		- Jul
ACU-#8	71/214	ŧJ	60 3	P.p	ţ,	3-#8113/4"	A, B, C, H, J
ACU-#3	519	r)	303	1p		3-\$121+1/2"	A, B, C((-14RA-3), 26, H
PA-#3	11/249	18	153			88	B (ACU-3), H
E-4	1HP	11	153	6	29 29	'n	B.C.G.I
E-5	YGHP	1201	2011	-11		2-42.14/2	B. C. L
E-6	Vent	12011	20/1	- 00	-98		B,I
PRE-1	1319	12011	2011	88		1)	B,C,I
E-7	SHP	208 3	303	11	15	3-112 111/2"	A . B. D (ACD-7), 26, (2-SPEED)
DCKEY POMP	- 34	n	303	ŋ	PLUM CONTR	3-#12111/2"	
n v	317		9			n	
FIRE PUMP	75 HP	466 3	400 3	LA-L	η	3-10182	
SPR-PUMP	3019		10013	LAL	- 11	3-#41191/4"	

NOTES: 1. ALL MOTORS 4603 UNLESS NOTED.

2. INSTALL FIXTURES AFTER ALL EQUIPMENT, PIPING AND DUCTWORK ARE IN PLACE, STEM MOUNT TO GIVE . BEST LIGHTING FOR SERVICING EQUIPMENT.

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Р " 2 P " 1 P " " 1 P " 1	15[3 20] 15[2 20] 20] 20] 20] 20] 20] 20] 20] 20] 20] 20] 20] 20] 20] 15] <td< th=""><th>99 3 10 3 10 10 3 10 10 5 11 10 10 10 10 10 10 10 10 10</th><th>0 1 1 2 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0</th><th>$3-\frac{4}{12} 1 \times \frac{1}{2}^{11}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{11}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{12}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{12}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{12}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{11}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{11}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{11}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{11}$</th><th>B.$(A \subset -*)$, H B.$(A \subset -*2)$, H B.$(A \subset -*2)$, H C, G, H, H H C $(P-6 \neq P-7)$, 26, H C $(P-6 \notin P-7)$, 26, H C $(P-5 \notin P-6)$, H C $(P-5 \notin P-6)$, H C $(A \subset -*1 \notin A \subset -*6)$, H C $(A \subset -*2)$, H B, C, F, G, T B, C, F, G, T TN RM 402 " A, C $(CH-1)$, F, H</th></td<>	99 3 10 3 10 10 3 10 10 5 11 10 10 10 10 10 10 10 10 10	0 1 1 2 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	$3-\frac{4}{12} 1 \times \frac{1}{2}^{11}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{11}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{12}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{12}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{12}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{11}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{11}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{11}$ $3-\frac{4}{12} 1 \times \frac{1}{2}^{11}$	B. $(A \subset -*)$, H B. $(A \subset -*2)$, H B. $(A \subset -*2)$, H C, G, H, H H C $(P-6 \neq P-7)$, 26, H C $(P-6 \notin P-7)$, 26, H C $(P-5 \notin P-6)$, H C $(P-5 \notin P-6)$, H C $(A \subset -*1 \notin A \subset -*6)$, H C $(A \subset -*2)$, H B, C, F, G, T B, C, F, G, T TN RM 402 " A, C $(CH-1)$, F, H
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740 EAST AVENUE Rochester New York ARCHITECTS	
ENGINEER	
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ELECTRICAL WORK	
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7.0 Appendix C – Cost Estimate

7.1 COST ESTIMATE

\$7,852,676 Items Included in Spreadsheet

Priority 1: \$5,043,183

Priority 2: \$2,809,493

Add to Priority 1:

- \$1,389,321 Elevators add: Upgrade to New Elevator Systems (net Add)
- **\$900,000** Controls
- **\$1,000,000** Miscellaneous Narrative Items not mentioned in Spreadsheet

Priority 1:

\$728,549 \$70,800 \$5310 \$100,299 \$17,700 <u>\$10,030</u> \$932,688	 Upgrade induction boxes for perimeter heating and cooling. Add chilled water loop to ACU-6 (Piping portion - also see Unit Conversion, in Master sheet). Install VSD at ACU-1 supply fan. Replace exhaust fan unit for building. Replace return fan for ACU-2 (also see Supply Fan, in Master sheet). Install a dehumidifier for ACU-5, at the unit, to reduce condensation at the induction box.
Priority 2: \$90,269 \$14,160 \$11,328 \$18,125 \$9,851 <u>-\$76,421</u> \$67,312	 Electrician to Megger Test feeder cables to confirm integrity and replace as required (9 Panels). Remove/replace exist. 400A, 120/208VAC Power Panel Comm. Chest. Remove/replace exist. 200A, 120/208VAC Power Panel PP-B22. Remove/replace exist. 100A, 120/208VAC Panel (2 situations). Remove/replace exist. 250A Service Switch (2 situations). (Deduct) Master sheet Credit Adjustment - for certain Lighting in good condition.

- \$8,265,192 Priority 1 Total
- \$2,876,805 Priority 2 Total
- \$11,141,997 Total

EXHIBIT A

MWBE PARTICIPATION PLAN FORMS

MWBE GOALS: MBE 15%, WBE 15%

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

Project Name				Agreement #					
Consultant			Total Contract A	Total Contract Amount* \$			Original PlanRevised 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*		
				<u> </u>	τοται ·				
*Total Contract equals contract awa	rd plus a	all cha	nge orders		IUIAL.				
Authorized Person			Title			Phone			
Signature			Date	Email					
Approved by MWBE Office	r			Date					

EXHIBIT B

WORKFORCE STAFFING PLAN FORM

City of Rochester Professional Consultant Services Workforce Staffing Plan

WORK	FORCE	E STAF	FING PL	AN FO	r proi	FESSIO	NAL CO	ONSUL	TANT S	ERVICES	
PROJECT NAME:					DAT	DATE:				MINORITY GOAL	FEMALE GOAL
CONSULTANT:						AGREEMENT NUMBER:				20.00%	6.90%
		NU	IMBER OF	EMPLO	YEES WO	ORKING (ON PROJ	ECT			
CLASSIFICATION	TOTAL			MINORITY			NON-MINORITY				
	М	F	Non- Binary	М	F	Non- Binary	М	F	Non- Binary	MINORITY %	FEMALE %
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:	

EXHIBIT C

DRAFT AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

Project Name:	Honorable L.C. Scott Center for Human Services - Facility Inspection and Repair
	Design Services
Project No.:	23035
Project Scope:	Architectural and Engineering Design Services
Consultant Name:	Consultant Name, Address
Agreement #:	
Authorizing Ordinance:	

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Section 1.203	Additional Services
Section 1.204	Reimbursable Services

Part 3. SUBCONTRACTS

Part 4. CITY RESPONSIBILITIES

Part 5. FEES

Section 1 501	General
Section 1.501	General
Section 1.502	Fee for Basic Services and Reimbursable Expenses
Section 1.503	Fee for Additional Services
Section 1.504	Fee Administration

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- Part 7. TIME OF PERFORMANCE
- Part 8. REMOVAL OF PERSONNEL
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- Part 10. OWNERSHIP OF DOCUMENTS
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ATTACHMENTS

Schedule A	Fee Schedule
Exhibit A	MWBE Form A - MWBE Utilization Plan
Exhibit B	Workforce Staffing Plan
Exhibit C	Staffing Assignment, Estimated Hours & Technical Assumptions (if
	applicable)

AGREEMENT

 THIS AGREEMENT, entered into on the _____ day of _____, 20___, by and between the CITY OF ROCHESTER, a municipal corporation having its principal office located at CITY HALL, 30 Church Street, Rochester, New York, 14614, hereinafter referred to as the "City", and ______ Consultant name _____, with offices 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 architectural services for various projects to be undertaken, 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 Description of Included Facilities

The facilities that are to be included in the Project are:

City Building No. 9.84, Honorable Loretta C. Scott Center for human Services 57 St. Paul St; Rochester, NY 14604.

Section 1.102 General Description

- This will be an annual repair and maintenance program for preserving the safety, accessibility, structural integrity and service life of the City-owned facility. The consultant will perform facility hazardous materials survey and coordination with cursory condition assessment report for the building and develop prioritized short-term and long-term capital plans and repair strategies, and design and prepare annual construction documents for the City's facility contracts.
- 2. Work tasks under this agreement shall be divided as noted below:
 - A. Inspection and Evaluation
 - 1. Existing Data
 - 2. Base Mapping
 - 3. Structural Inspection and Evaluation
 - 4. Architectural Building Inspection
 - 5. Operational Building System Evaluation
 - 6. Hazardous Material Survey
 - 7. Immediate Repair Items
 - 8. Improvement Plan Development
 - 9. Life Cycle Plans
 - 10. Condition Assessment Updates
 - B. Program Development
 - 1. Five Year Program Development

- 2. Capital Improvement Program (CIP) Requests Preparation
- C. Annual Facility Improvements and Repairs Contract Preparation and Bid
 - 1. City Building Services and Term Contractor Work Orders
 - 2. Preliminary and Final Design Plans, Specifications, and Estimates
 - 3. Permits and Environmental Quality Review
 - 4. Bid and Award Services
 - 5. Construction Phase Architectural/Engineering Services
- D. General Administration
 - 1. Project Coordination
 - 2. Budget Monitoring and Reporting
 - 3. Preparation and Tracking Work Orders
 - 4. Monthly Progress Meetings
- E. Records Maintenance
 - 1. Record Documents
 - 2. Record Drawings
- F. Miscellaneous Engineering Services

The scope of work includes all tasks identified in Schedule A.

- 3. Architectural and Engineering inspection and design services shall be progressed using (but not limited to) the current versions of the following documents as guidelines:
 - City of Rochester Standard Construction Contract Documents
 - City of Rochester Instructions to Design Professionals Regarding Preparation of Construction Contract Documents
 - City of Rochester Standards for Work in the Public Right-of-Way
 - City of Rochester Charter and Code
 - New York State Building Codes
 - ADA Accessibility Guidelines for Buildings and Facilities
 - New York State Codes, Rules and Regulations (NYCRR) Part 600, Chapter I State Uniform Fire Prevention and Building Code

ARTICLE I, Part 2. DESCRIPTION OF PROFESSIONAL SERVICES

Section 1.201 General

The Consultant shall provide the following services:

- A. Provide all Basic Services required for this Project including, but not limited to Inspection and Evaluation, Program Development, Annual Facility Improvements and Repairs Contract Preparation and Bid, General Administration, Records Maintenance and Miscellaneous Architectural/Engineering Services, as applicable.
- B. The Consultant is to have on its staff and is to retain during the performance of its services all appropriate professional personnel necessary to completely and accurately perform the work and services required. Where the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work are included in the Project, such must be performed by an Architect or Engineer registered to practice in the State of New York. 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.
- C. The Consultant is 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.
- D. The Consultant agrees that, where the Project will involve the design or substantial renovation, relocation, or reconstruction of, or will involve the new construction of, a building, facility, street, sidewalk, park, mall or other public area, then it will incorporate into its design, study and other work those facilities or improvements reasonably required to give handicapped persons access to and enjoyment of those facilities. Such facilities or improvements shall conform to ANSI/ICC A117.1 2009 "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped". Such facilities and improvements for the handicapped shall include, but shall not be limited to, access ramps to buildings, sufficiently large elevators, support rails, rest room improvements, sidewalk curb cuts at corners, and additional lighting that are reasonably a part of and necessitated by the Project.
- E. Develop and submit to the City a detailed plan and schedule for the orderly and timely completion of the requirements of this Agreement. The Consultant shall utilize appropriate graphics and illustrate the plan, i.e. bar charts, etc. All pertinent dates of meetings and submittals shall be subsequent to execution of this Agreement.
- F. The Consultant shall maintain an up-to-date, orderly assembled file of Project notes and records, including a history of design of the Project. Notes shall include correspondence, calculations, documentation, references and other material necessary for the completion of the Project.
- G. Report regularly to the City upon the progress and quality of the work. The Consultant shall conduct regular (as specified) on-site observations of the general progress of the work and shall consult with the City designated representative and the contractor giving its opinions and suggestions based on its observations, as to any defects or deficiencies in the contractor's work.
- H. Prepare and furnish to the City within one week, minutes of any meetings held. Weekly, biweekly, or monthly progress reports may be requested.

- I. If requested, furnish during the construction period, a full-time Resident Project Representative (RPR), who shall be under the supervision of a licensed professional engineer or architect. The qualifications and selection of the resident inspector shall be subject to the approval of the City.
- J. The Consultant's obligations under this Section are in addition to the Consultant's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the City may have against the Consultant for faulty materials, equipment or work.
- K. The Consultant shall furnish promptly all equipment, labor and materials needed to perform in a safe and convenient manner, such inspections as the City requires.
- L. The Consultant shall keep the City informed of the progress of the work so that the City may inspect the Consultant's work as determined necessary by the City. In particular, the Consultant shall provide the City with at least forty-eight (48) hours notice prior to performing work which would prevent proper inspection of previously completed work.
- M. Provide Reimbursable Services enumerated herein if approved in writing by the City.
- N. Provide Additional Services, if required, at the written request of the City.

Section 1.202 Basic Services

A. Inspection and Evaluation

1. Existing Data

The Consultant shall become familiar with the project before starting any work. This shall include a thorough review of all City project information and site visits as necessary to investigate field conditions. The Consultant shall meet with the City and facility operations staff to identify special needs for the project. The consultant shall make maximum use of all information pertinent to the project, made available by the City, including limited original record drawings, previous hazardous material reports, previous building renovation project record documents, any current operational building system service records and warranty information. Limited AutoCad drawings of building will be provided by the City.

2. Base Mapping

The Consultant shall utilize existing as-built plans, digital annual repair contract plans and as-built record drawings to continually update and refine the overall informational database for the facility. The Consultant shall measure the existing facilities comparing dimensions with the as-built plan information. If as-built plans are not available or are found to be inaccurate, the Consultant shall survey, measure and document the existing facilities. The Consultant shall produce accurate plans of the building in a digital format that conforms to City digital standards.

3. Architectural and Structural Building Evaluation

The Consultant shall perform a comprehensive review of the cursory facility conditions assessment report previously completed in October 2021, along with a comprehensive inspection of each area to determine the condition and the extent of deterioration of the architectural, structural and building systems and individual components of each. The condition of waterproofing systems shall be evaluated and areas requiring repairs or full reapplication shall be determined. The consultant shall make recommendations for all repairs or renovations required to restore and maintain the building in good to excellent condition and extend the service life of the various building systems and building envelope, including, but not limited to:

- Facades, masonry, stone, sealants, waterproofing, roofing, stairs, shaftways and enclosures, doors and hardware, and metal building components.
- Offices, rest rooms, mechanical rooms, windows, doors, stairs, railings, public areas, roofs, etc.
- Elevator shafts and stair enclosures (overall structural integrity and water tightness)
- Façade Improvements: Assess needs and options for upgrades/renovation of building façades, fencing, banners, signage, architectural lighting, painting, etc.
- A hazardous building materials survey
- ADA code compliance
- Other deficiencies observed during the inspection.

Depending upon the condition of the structural elements, test pits, concrete sampling and testing, and structural analysis may be warranted. The engineering inspection shall be tailored to the general condition of the building, and only those tests which are necessary to determine the extent of deterioration of the existing structure shall be undertaken. All costs of concrete coring and other removals, along with necessary repair of surfaces to previous condition and laboratory costs shall be included, without mark-up, in expenses reimbursed by the City. The Consultant shall perform all testing required and record all observations necessary to thoroughly determine current conditions and improvements required to maintain a safe facility.

The consultant is encouraged to seek creative, innovative and cost effective solutions to increase the life of the various structural and building facility components.

4. Operational Building Systems Evaluation

The Consultant shall perform a comprehensive review of the cursory facility conditions assessment report previously completed in October 2021, along with a comprehensive inspections and testing necessary to evaluate the condition of the mechanical, electrical, plumbing, and operational building systems.

The Consultant shall meet with City of Rochester Architectural Services and Building Services staff to fully assess the age and condition of all building systems, and to determine the level of repair or replacement required. The Consultant shall work with the City to prioritize these items and determine what items should be included in the upcoming rehabilitation projects and/or programmed for future years. Building systems include, but are not limited to, the following items:

- Mechanical systems (HVAC ventilation, heating and cooling, and control systems)
- Electrical systems (building power, lighting systems and controls, fire detection, electric vehicle charging stations, revenue controls and elevators)
- Plumbing systems (drainage, piping, pumps and controls)
- Life Safety (emergency lighting, emergency back-up power systems)
- Fire protection systems (fire detection/suppression and control systems)
- Communications (emergency response systems, networked control systems, video, intercom, signing)
- Elevators: The Consultant will perform review of elevator service records, if any
 performance or condition concerns arise. Replacement of remaining existing elevators
 may be included in the annual program.
- Energy efficiency and sustainability: The City of Rochester is a NYS certified climate smart community (CSC) recognized for completing several clean energy initiatives city wide. Upgrades and installations of energy efficient building equipment.

The Consultant shall provide digital photographs of all facility deficiencies and deterioration, and include a logged catalog of the photos within the main body of the condition reports.

5. Hazardous Material Survey

The Consultant shall conduct a limited asbestos, polychlorinated-biphenyl (PCB) and lead paint survey and material testing in order to identify suspected hazardous materials that will be disturbed in portions of the facility that are planned for renovations in the project. Inspection, sampling, laboratory testing, and reporting shall be by a qualified firm with licenses and certifications to perform the work. All costs shall be included, without mark-up, as the Consultant's reimbursable expenses.

6. Immediate Repair Items

The Consultant shall identify any items that require immediate remedy when performing the review of the cursory facility conditions assessment report and inspections. Such items shall include evidence of an existing unsafe condition or unsafe structure, mechanical or electrical systems that require immediate attention. The Consultant shall promptly notify the City of any such conditions.

7. Improvement Plan Development

The Consultant shall develop a comprehensive improvement plan for the facility, based upon the scope of work, repairs, replacements, rehabilitation or improvements determined during the inspections and evaluation phase. Repair, supplementation, and/or replacement of building system elements shall be considered during evaluation of rehabilitation options.

The Consultant shall prepare an estimate of the probable costs associated with the repair, rehabilitation, reconstruction, improvement or replacement of the elements for each system. Estimates shall be completed using construction cost data for the current year and incorporate anticipated escalation rates for the recommended program year(s).

8. Life-Cycle Plans

A life-cycle plan of the facility shall be developed that considers the probable remaining life of the individual system and building elements. The factors to be considered when developing the life-cycle plans are as follows:

- Present conditions of the structure and major facility systems elements
- Life expectancy of existing structural and facility system elements
- Life expectancy of all proposed repairs and improvements
- Present worth costs of the various repairs or improvements

The improvement plan shall include recommendations of priority for the work associated with each element. The recommendations shall be consistent with the life-cycle plans, benefit to cost ratios, and project scheduling of each component of work in the improvement plan.

The improvement plan in conjunction with the life-cycle plan for the building shall result in the setting of priorities and serve as a framework for proposed capital improvement projects.

B. Program Development

1. Five Year Program Development

Using the previously completed cursory facility conditions assessment report along with new condition data collected from the comprehensive inspections, the Consultant shall review the previous year five-year program plan and update it annually. The comprehensive Five-Year Program will be a guide for preparing the annual repair contracts and will be used as a tool for requesting the allocation of funding for the necessary work.

The major structural and building facility system elements that require repair shall be prioritized based on the type and severity of deficiency, the impact of deferring the repair / maintenance on the remaining life of the system element and the cost of the work. The itemized listing of prioritized work items shall be accompanied by an estimate of probable costs.

The Consultant shall prepare recommendations for the annual repair and renovation contract based upon the itemized listing of prioritized work noted above. The Consultant shall assist the City in prioritizing and selecting the building elements and systems to receive annual repairs by considering the following items:

- Urgency of the repairs required
- Impact of deferring maintenance work
- Estimated cost of the repairs
- Economies of scale by grouping major work items/materials together
- 2. Capital Improvement Program Request Preparation

The Consultant shall assist the City in preparing requests for funding within the CIP categories that support capital improvement to the Hon. Loretta C. Scott Center for Human Services, in order to allow proper preparation of the CIP requests for funding.

The Consultant shall perform the following activities in the CIP process:

- Make recommendations of repairs, rehabilitations and improvements for the appropriate categories of the CIP.
- Define the scope of construction and prepare a detailed cost estimate for the projects to be requested in the CIP.
- Provide the City with the construction scope, summaries, reports, cost estimate and other information necessary to complete the CIP Project Requests.

C. Annual Facility Repair and Improvement Contract Preparation and Bid

1. City Building Services and Term Contractor Work Orders

The Consultant shall prepare and develop sketches and specifications, and provide technical consultation for work to be performed by the City Building Services staff and/or City term contractors, if requested by the City. The Consultant shall develop and maintain a work order request data base and track all work order requests.

2. Preliminary and Final Design Plans, Specifications and Estimates

The Consultant shall design and prepare plans, specifications and estimates for the Annual Maintenance and improvements Contract to be bid in January of each year.

The Consultant shall prepare preliminary through final design documents, provide progress prints, specifications, and cost estimates at 50% and 95% intervals for the City's review and approval, for all work including architectural, structural, mechanical, plumbing and electrical designs. The contract documents and estimates shall include plans, details, sections, notes, estimates, specifications, and any other information identified in the contract and subcontract work plans and during project scoping. Construction of all improvements will be funded and procured by the City through competitively bid public works contracts.

The Consultant shall be responsible for, at a minimum, the following tasks:

- Coordinate with the City obtain the project code, planning, bidding and award dates and times, and area prevailing wage rates.
- Provide the City with a revised cost estimate for the Project based upon completed Contract Documents.
- Prepare the Contract Documents for approval by the City, including bidding forms, the Contract Agreement, and General Conditions, using standard City Contract Conditions, project specifications and working drawings for the Project. The Bid Documents are to conform with City standards wherever applicable.
- Provide the City contract documents and specifications in both paper and electronic (pdf and AutoCAD) format.
- Provide coordination as needed through all phases of design, construction and commissioning (if applicable) with the City construction, engineering, architecture, building services and operating staff.
- Provide coordination and review with all relevant utilities.

For all phases noted above, in addition to hard copies of requested materials, at each phase of the project, the Consultant shall provide a PDF file of all deliverables for that phase. At bidding phase, the Consultant shall provide 1 (one) PDF file of all bid drawings, 1 (one) PDF file of all specifications, 1 (one) PDF file of the final estimate, and 1 (one) PDF file of the Contract Book front end (as applicable). Drawings and specifications shall be consistent in format and headings, and shall include a table of contents, with all pages numbered.

3. Permits / Environmental Quality Review

The Consultant shall prepare a list of all permits, licenses, reviews, and approvals required by the Contract Documents. The Consultant shall prepare all necessary permit or other approval applications and obtain the required permits or approvals as applicable. Potential permitting and approval agencies include but are not limited to agencies of the City of Rochester such as the planning commission and City permits. The Consultant shall meet the City permitting department to review the design drawings and specifications and address all department comments prior to advertising for bids.

4. Bidding Process and Selection of Construction Contractor (Bid and Award Services)

Prior to contract letting and subsequent to final submission, the Consultant shall make necessary revisions and last minute changes to plans, specifications, and estimates that result from the City and other agency reviews.

The City will prepare the advertisement for bids to be posted on BidNet, NYS Contract Reporter and related websites and publications.

The Consultant shall provide up to five (5) copies of the Contract Documents to the City and designated departments.

The Consultant shall prepare addenda as needed during the bidding phase. Such addenda shall conform to the requirements of the City's Purchasing Agent. The Consultant shall submit up to five (5) copies of the addenda to the City and designated agencies.

The Consultant is to attend and assist the City in pre-bid meetings and pre-award meetings. Agenda and minutes of these meetings will be prepared by the Consultant.

The City will hold the public bid opening (letting).

The Consultant shall analyze the bid results and prepare a letter of recommendation for award. The analysis will include:

- Verification of the low bidder.
- Bid tabulation showing bid amounts by each bidder for each item.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.)
- Breaking the low bid into fiscal shares.
- Determining whether the low bid in unbalanced.
- For pay items bid 15% less than the Engineer's Estimate or more that 25% over the Engineer's Estimate.
- Checking accuracy of quantity calculations.
- Determining appropriateness of price bid for work in the item.
- Determining whether the low bidder is qualified to perform the work.
- This information shall be returned to the City within five (5) working days. Submit electronic and paper copies of the bid tabulations, share breakdown, bid analysis, and letter of award recommendation.
- 5. Commissioning

The commissioning agent will develop and coordinate the execution of the testing plan, observe and document performance of the Project improvements in accordance with the Contract Documents.

- Develop and coordinate the execution of the testing plan, observe and document
- performance of the Project improvements, system integration and functionality in accordance
- with the documented design intent of the Contract Documents.
- Set up and conduct scoping meeting(s) with commissioning team members.
- Review submittals and startup procedures.
- Develop and implement specific equipment and system functional performance testing to
- ensure new work is properly integrated.
- Witness testing of selected pieces and/or systems in the presences of City personnel, and
- coordinate re-testing, if required.
- Pre-approve and oversee staff training and system documentation.
- Work with contractor to compile, organize and index the commissioning data by equipment into three (3) sets of labeled, indexed, and tabbed three ring binders and deliver to the City.
- Prepare Final Commissioning Report to be submitted in writing to the City.
- Review and approve Operation and Maintenance Manuals from the contractor for completeness.
- 6. Construction Phase Architecture/Engineering Services (Construction Administration)

The Consultant shall provide the following services:

- 1. Provide, during the construction contract to be entered into by the City for the construction of this Project, to the satisfaction of the City, periodic architecture/ engineering consultation services to verify adherence to the design and to assist in the administration of the construction until final completion and acceptance by City.
- 2. Conduct a preconstruction conference after receipt of a written request to do so from the City. Such preconstruction conference shall include at least the Consultant, or its authorized representative, the contractor(s), authorized representatives of the City, as well as representatives of any other public or private agencies which the City determines should be in attendance. At the preconstruction conference, the Consultant shall:
 - a. Observe that all necessary permits and licenses have been obtained prior to work commencement.
 - b. Raise for discussion and decision, the manner in which the construction will be administered by itself and the City, the scheduling of construction, and any and all other problems or questions which in the opinion of the Consultant or the City must be settled before the start of construction.
- 3. Check and approve shop drawings for conformance with Project design and compliance with the information given by the Contract Documents. There shall be no change in the scope of the work or in materials specified by the Contract Documents until approval for such change has been given in writing by City.
- 4. Visit the job whenever requested by the City for the purpose of clarifying or interpreting any phase of the work.
- 5. Attend weekly on-the-job field meetings to review procedures, progress, scheduling and issues.
- 6. Cost Control
 - a. Recommend necessary or desirable changes (adds and credits) to the City, review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the City if they are accepted, prepare change order for the City's authorization.
 - b. Determine, based on the Consultant's qualified review and the contractor's applications for payment, the amount owing to the contractor for engineering related work. Review the certificates for payment in such amounts. By reviewing a certificate for payment, the Consultant will also represent to the City that, to the best of its knowledge, information, and belief, based on what its observations have revealed, the quality of the work is in accordance with the Contract Documents.
 - c. Prepare a weekly field report of the progress of the work and the contractor's compliance with both the construction schedule and the Contract Documents.
 - d. Review and make recommendations to the City on any claims received from contractors.
- 7. Consult and advise the City of Rochester, act as the City's representative at the Project site. All instructions to the Contractor will be through the City.

- 8. Coordinate the required activities of utility companies, the City of Rochester, the County of Monroe and all other related entities with the City and its Contractors.
- 9. Project Closeout
 - a. Following the Prime Contractor's completion of the punch list, determine that the work is ready for final inspection and shall conduct final inspections in conjunction with the City. The Consultant shall create a "closeout" checklist for each Prime Contract and shall monitor the closeout process.
 - b. Furnish to the City of Rochester, based on marked up prints, drawings and other data furnished by the contractor, a set of reproducible drawings showing all construction (elements/systems) as actually built. Provide the City with Auto Cad files on compact disks in a format acceptable to the City.
- 10. Conduct, in company with the City and others designated by the City, a final inspection of the Project for conformance with the design of the Project and compliance with the Contract Documents, and acknowledge the completion of the Project in writing prior to final payment to the Contractors. The approval of the City, or other Agency approvals, shall be required as a condition for the acceptance of the work by the City.

The Consultant is hereby authorized to stop work on all or part of the Project for up to twenty-four hours, without prior consultation with the City and for any reason which the professional judgment of the Consultant requires such stoppage. Upon issuing such stop work order, the Consultant shall immediately consult with the City to resolve the problem(s) which lead to the stop work order.

7. General Administration

a. Project Coordination

The Consultant shall hold a kick-off meeting and regular review and progress meetings with the City and all other parties designated by the City for the duration of the project design and construction.

Consult with the City and other necessary and appropriate government units, utilities, organizations, and persons in order to ascertain the requirements of the Project, review the program prepared by the City and make necessary revisions herein.

The Consultant shall notify and meet with various stakeholders associated with this site, including, but not limited to City DES Architecture and Engineering and City DES Building Services. This is especially important for creation of the detailed construction schedule.

b. Budget Monitoring and Reporting

The Consultant shall monitor the budget for the Design and inspection Services Agreement of the program and prepare monthly budget reports for review. The City's facility improvement Program budget is monitored periodically at the regular facility program progress meetings.

c. Tracking of City Building Services and Term Contractor Work Orders

The Consultant shall prepare and develop sketches and specifications, and provide technical consultation for work to be performed by the City Building Services Department or City term contractors, if requested by the City. The Consultant shall develop and maintain a work order request data base and track all work order requests.

The Consultant shall assist with the quality assurance of the maintenance of the facility by tracking the requested work to assure satisfactory performance and completion. The status of work orders shall be monitored at the regular facility improvement program progress meetings.

d. Monthly Progress Meetings

Monthly progress meetings are held to update the City on the various aspects of the facility improvement program, coordinate future activities and review the budget. The consultant shall prepare the agenda for the meetings, including old and new business, and record the minutes. The meeting minutes shall be distributed to all attendees and others as requested by the City. Supplemental meetings may also be scheduled to address a specific building issue or aspects of the building.

8. Records Maintenance

a. Record Documents

The Consultant shall assemble and maintain files and records relating to the facility. The files and records shall include original construction specifications if available, repair records, improvement contracts, inspections records, studies and reports relating to the structural and facility system conditions.

b. Record Drawings

The Consultant shall assemble and maintain record drawings for facility. Record drawings for the initial original construction and any subsequent additions, repairs and rehabilitations shall be inventoried and cataloged.

9. Miscellaneous Architectural/Engineering Services

The City may request the Consultant perform special investigations or other architectural/ engineering tasks under the Facility Improvement Program Services Agreement. For these situations, the Consultant shall receive a verbal and/or written request from the City. The Consultant shall supply to the City estimated costs for providing these services prior to being authorized to proceed.

Section 1.203 Additional Services

The following shall constitute Additional Services:

- A. Performing work not described under Basic Services when requested and authorized in writing by the City's Authorized Agent including, but not limited to the following:
 - Out-of-town travel that is requested and authorized in writing by the City.
 - Preparation of property, boundary or right-of-way surveys, and preparation of plots.
 - Serving as an expert witness on behalf of the City.
 - Providing Resident Project Representative Services for the project if requested.

B. Expense to the Consultant caused by substantial revisions of previously approved studies, design documents, drawings or specifications, such revisions having been ordered in writing by the City.

Section 1.204 Reimbursable Services:

The following shall constitute reimbursable services if approved in writing by the City:

- 1. Sub Consultants
- 2. Printing Expenses (Bid sets only)
- 3. Surveys
- 4. Borings and Subsurface Investigation
- 5. Special Presentation Materials (Models, Renderings, etc.)
- 6. Testing
- 7. Out-of-town Travel Expenses

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 must 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 as to its requirements for the Project to the Consultant.
- B. Assist the Consultant by making available to the Consultant any information pertinent to the Project, including previous reports and any other relevant data.
- 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. 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.
- E. 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.

- F. Obtain any required easements with the assistance of the Consultant.
- G. Obtain or provide in a timely manner permission for the Consultant to enter upon any sites, buildings, and facilities as deemed necessary by the Consultant to perform the services required pursuant to this Agreement.
- H. Advertise for proposals from bidders, open proposals at the appointed time and place, and pay all costs associated thereto.

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, excess (maximum amount of contract of \$_____.
- B. The consultant shall have the right to bill the City for services performed and not already billed on a monthly basis.
- C. The Consultant shall provide project invoices based on an approved format or upon forms which shall be supplied by the City in order to receive payment.

Section 1.502 Fee for Basic Services and Reimbursable Expenses:

- A. The fee payable to the Consultant for Basic Services for each project component pursuant to this Agreement shall be initially set forth in Schedule A.
- B. The fees payable to the Consultant for Reimbursable Expenses for each project component pursuant to this agreement shall be initially set forth in Schedule A.
- C. 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. The Consultant's fee shall be the actual payroll costs within a monthly billing period, of the Consultant's technical and professional personnel, times a multiplier of <u>2.8</u> to cover overhead and profit within the phase limits shown in Schedule A.
 - 2. The City will not pay overtime costs arising from work on any part of this Agreement.
 - 3. 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 breakdown. Reimbursable Expenses are as outlined in Schedule A.
 - 4. All hourly rates for professional and technical personnel, and the identity and resumes of professional and technical staff, of project managers and principals shall be approved by the City's Authorized Agent prior to the Notice to Proceed. No changes will be made without the approval of the City's Authorized Agent.

1. All travel is to be made at the expense of the Consultant and is part of the Fee for Basic Services.

Section 1.503 Fee for Additional Services

- A. The City agrees to pay the Consultant for additional services performed by the Consultant on the following basis: Adjustments to the fee for unanticipated change of scope of the project shall be made at the rate of <u>2.8</u> times actual payroll expenses for the Consultant's technical and professional personnel.
- B. The City shall pay the Consultant as an expert witness at the rate of \$400.00 per day for any day or portion thereof for which the Consultant is required to appear as a witness.

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 1.501A.
- 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 1.501A.

ARTICLE I, Part 6. TERM

- A. This Agreement shall commence upon execution by the parties and shall have a term of one (1) year, with options to extend the term for up to four (4) periods of one (1) year each.
- B. The services required of the Consultant pursuant to this Agreement shall commence upon execution of this Agreement and shall terminate upon completion of the work authorized to be undertaken pursuant to the Agreement. However, no such termination shall relieve the Consultant of any outstanding duties imposed by this Agreement, including the requirement to hold the City harmless against loss arising out of any project performed under this Agreement.

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 and shall perform the work for that phase according to the Schedule agreed to by the City.
- B. The Consultant shall not be held responsible for delays caused by the City of Rochester or by other parties not directly under its control.
- C. The above time limits may be extended only by mutual written agreement of the parties hereto. It is understood that it is the intention of the City to have the service 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 the:

Holly 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 14614-1278

- B. The Consultant hereby designates:
 - Name Title Firm Address 1 Address 2

or an authorized representative in case of absence, as Authorized Agents for the receipt of all notices, demands, vouchers, 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

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

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 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.

ARTICLE II

ARTICLE II, Part 1. Qualifications, Indemnity and Insurance

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

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

Section 2.102 Consultant's Liability

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

Section 2.103 Professional Liability Insurance

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

Section 2.104 General Liability Insurance

The Consultant shall obtain at its own expense general liability insurance for protection against claims of personal injury, including death, or damage to property, arising out of the Project. The amount of said insurance coverage shall in the amount Two Million Dollars if said insurance is a "Defense within Limits" policy under which all claim expenses are included within both the applicable limit of liability and self-insured retention. Otherwise, the insurance coverage shall be in the amount of One Million Dollars. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an insured and copies of the policy endorsements reflecting the same should be provided. The Consultant shall provide the City with a certificate of insurance from an

authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. Furthermore, the Consultant shall provide a listing of any and all exclusions under said policy. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least thirty (30) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations or municipal property related to this Agreement.

Section 2.105 Workers' Compensation and Disability Benefits Insurance

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

Section 2.106 Copyright or Patent Infringement

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

Section 2.107 No Individual Liability

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

ARTICLE II, Part 2. Specific Design Restrictions

Section 2.201 Environmental Policy

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

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

ARTICLE II, Part 3. Employment Practices

Section 2.301 Equal Employment Opportunity and MWBE and Workforce Utilization Goals

A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with

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

- B. Definitions
 - <u>GOOD FAITH EFFORT</u> shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.
 - <u>MINORITY GROUP PERSONS</u> shall mean a person of Black, Hispanic, Asian, Pacific Islander, American Indian, or Alaskan Native ethnic or racial origin and identity.
- C. Compliance
 - The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:
 - 1. The Consultant agrees that he will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status in the performance of services or programs pursuant to this Agreement, or in employment for the performance of such services or programs, against any person who is qualified and available to perform the work in which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status. Such actions shall include, but not be limited to the following: Employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship.
 - 2. The Consultant agrees that its employment practices shall comply with the provisions of Chapter 63 of the Rochester Municipal Code, which restricts inquiries regarding or pertaining to an applicant's prior criminal conviction in any initial employment application.
 - 3. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

- 4. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.
- D. MWBE and Workforce Utilization Goals

The City of Rochester has established a policy to promote the growth and development of Minority and Women Business Enterprises (MWBE) and to improve employment opportunities for minorities and women and has adopted MWBE goals and Minority Workforce Participation Goals that apply to professional services agreements with a maximum compensation exceeding \$10,000 pursuant to Ordinance No. 2018-54. For more information, please see http://www.cityofrochester.gov/mwbe/.

Ordinance No. 2018-54 established the goal that MWBE's receive 30% of the total annual contract awards with aggregate Minority and Women award goals of 15% each. Ordinance No. 2018-54 further established annual aggregate workforce goals of 20% Minority and 6.9% Women.

The Consultant shall submit a Workforce Staffing Plan, which, when approved by the City's MWBE Officer, shall be incorporated into this Agreement as Exhibit B, detailing the percentage of the workforce utilized to perform the work of this agreement who will be either Minority or Women, including both the Consultants workforce and that of any subcontractors who will be utilized. Consultant shall submit workforce utilization reports on the City's forms with each invoice, or as otherwise requested by the MWBE Officer. The Consultant understands and accepts that the calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the project. The final determination of workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.

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

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

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

Section 2.302 Title VI OF THE CIVIL RIGHTS ACT OF 1964

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

Section 2.303 The MacBride Principles

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

Section 2.304 Compliance with Labor Laws

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

Section 2.305 Living Wage Requirements

A. Applicability of Living Wage Requirements

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

B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement.

Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at www.cityofrochester.gov. Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

C. Exemption

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

ARTICLE II, Part 4. Operations

Section 2.401 Compliance with Air and Water Acts

The Consultant and any and all subcontractors agree as follows:

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

Section 2.402 Political Activity Prohibited

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

Section 2.403 Lobbying Prohibited

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

Section 2.404 Anti-Kickback Rules

Salaries of employees performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such

payroll deductions that are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Consultant shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

Section 2.405 Withholding of Salaries

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

Section 2.406 Discrimination Because of Certain Labor Matters

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

Section 2.407 Status as Independent Contractor

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

ARTICLE II, Part 5. Documents

Section 2.501 Patents and Copyrights

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

Section 2.502 Audit

The Consultant agrees to maintain sufficient on-site records and information necessary for the documentation of any and all facets of program operation specified by this Agreement. The Consultant shall maintain all books, documents, papers and other evidence pertinent to the performance of work under this Agreement in accordance with generally acceptable accounting principles, and 40 CFR Part 30 in effect during the term of this Agreement. The Consultant agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement by authorized representatives of the City and further agrees to provide necessary staff support to the performance of such audit. The Consultant agrees to maintain for a period of six (6) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this Agreement; however, this period shall be extended beyond six years for any and all records and information pertaining to unresolved questions, which have been brought to the Consultant's attention by written notice by the City. The Consultant agrees to furnish to the City data to include but not be limited to, intake records, status change notices, termination notices, and follow-up records. Said reports will be submitted periodically as required by the City.

Section 2.503 Content of Sub-Agreements

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

ARTICLE II, Part 6. Termination

Section 2.601 Termination for Convenience of the City

- A. This Agreement may be terminated by the City in accordance with this section in whole, or from time to time, in part, whenever for any reason, the City shall determine that such termination is in the best interest of the City. Any such termination shall be effective upon written notice to the Consultant. However, no such termination shall relieve the Consultant of any outstanding duties imposed by the Agreement, including the requirement to hold the City harmless and to maintain insurance coverage insuring against loss arising out of the Project.
- B. If the Agreement is so terminated the City may take over the work and services and prosecute the same to completion by contract or otherwise. The Consultant, upon such termination, shall transfer title, and in the manner directed by the City, shall deliver to the City the completed or partially completed, plans, drawings information, other property and records of work being performed, which, if this Agreement had been completed, would be required to be furnished to the City.
- C. After receipt of written notice of termination, the Consultant shall promptly submit to the City its termination claims in a form acceptable to the City. Such claim shall in no event be submitted later than one year from the effective date of termination.

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

Section 2.602 Termination for Default

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

ARTICLE II, Part 7. General

Section 2.701 Prohibition Against Assignment

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

Section 2.702 Compliance with All Laws

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

Section 2.703 Successors

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

Section 2.704 Interest of City and Consultant in Contract

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

- Section 2.705 Permits, Laws and Taxes
 - A. In the event that services performed by the Consultant for the City are subject to taxation under Article 28 of the Tax Law (sales and compensating use tax) the Consultant shall receive from the City the material necessary to obtain a tax exempt certificate upon written request.
 - B. The Consultant shall pay all taxes, applicable to the work and materials supplied under this Agreement, it being understood that in no case shall any such tax be borne by the City, except as provided in subparagraph A. above.

Section 2.706 Obligations Limited to Funds Available

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

Section 2.707 Extent of Agreement

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

Section 2.708 Law and Forum

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

Section 2.709 No Waiver

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

Section 2.710 Severability

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

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

THE CITY OF ROCHESTER

FIRM NAME (match Ordinance)

BY: _____

BY: _____

Malik D. Evans, Mayor

Name: (Per Consultants Information Form) Federal Tax Payer Id No.:

STATE OF NEW YORK COUNTY OF MONROE

On this _____ day of ______, 20___, before me, the subscriber, personally came Malik D. Evans to me known, who being by me duly sworn, did depose and say that he resides in the City of Rochester, that he is the Mayor of the City of Rochester, the municipal corporation described in the above Agreement; that he signed his name thereto by authority of Ordinance No. ____.

Notary Public

STATE OF NEW YORK COUNTY OF MONROE

On this _____ day of _____, 20___ before me, the undersigned, a Notary Public in and for said State, personally appeared ______, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A: FEE SCHEDULE

EXHIBIT A: MWBE UTILIZATION PLAN

EXHIBIT B: WORKFORCE STAFFING PLAN

G:\PROJ\ARCH\2023\23035 Honorable Loretta C. Scott Center Renovations\02 Consultant Procurement\RFP\Exhibit C - PSA - LC Scott Center - Multiplier.doc

EXHIBIT D

CONSULTANT INFORMATION FORM



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:	

SCHEDULE A

FEE SCHEDULE

G:\PROJ\ARCH\2023\23035 Honorable Loretta C. Scott Center Renovations\02 Consultant Procurement\RFP\#2 RFP - LC Scott - Improvement Program.doc

Project Name: Project Scope: Consultant Name: Agreement No.: Authorizing Ordinance:

ITEM DESCRIPTION	FIRM & PAY LIMITS	%
I. General Coordination		
Kickoff / Monthly Progress Meetings	\$0	
Stakeholder Coordination Meetings	\$0	
Program Verification	\$0	
Utility/agency Coordination Meetings	\$0	
TOTAL I.	\$0	0%
II. Site Reconnaissance		
Design Survey & Supplemental Survey	\$0	
Design Mapping	\$0	
Environmental Survey	\$0	
Miscellaneous Reconnaissance	\$0	
TOTAL II.	\$0	0%
III. Design		
Programming	\$0	
Schematic Design	\$0	
Design Development	\$0	
Contract Documents	\$0	
Construction Administration	\$0	
TOTAL III.	\$0	0%
IV. Bid and Award		
Bid and Award Services	\$0	
TOTAL IV.	\$0	0%
V. Construction		
Construction Administration	\$0	
Commissioning	\$0	
RPR (Resident Project Representation) Services	\$0	
TOTAL V.	\$0	0%
VI. REIMBURSABLE EXPENSES		
Sub-Consultant: NAME (MBE)	\$0	
Sub-Consultant: NAME (WBE)	\$0	
Printing, Plots etc.	\$0	
TOTAL VI.	\$0	0%
VII. ADDITIONAL SERVICES		
Additional Services	\$0	
TOTAL VII.	\$0	0%
GRAND TOTAL IVII.	\$0	0%