

REQUEST FOR PROPOSALS FOR:

Inner Loop North Transformation Project

**Interstate 490 Interchange to North Union Street
(Including Surrounding Streets)**

City Project No. 23423

State Funded – Design

Federally Funded (Assumed) – Construction and RPR

NYSDOT PIN: 4CR0.17

Issued: Jan. 17, 2023

Amended: Feb. 15, 2023



City of Rochester

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

Holly E. Barrett, P.E.

City Engineer

Street Design

City Hall, 30 Church Street, Room 300B

Rochester, New York 14614

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ATTACHMENTS

The Inner Loop North Transformation Planning Study and all appendices are available at:
<https://www.innerloopnorth.com/resources>.

Appendix A: Initial Project Proposal (IPP)

Appendix B: Inner Loop North Transformation Planning Study Preferred Concept Maps

Appendix C: City of Rochester Complete Streets Policy

Exhibit A: NYSDOT MWBE & SDVOB Attainment Plan (Draft to be completed and returned)

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

Exhibit C: Draft Agreement for Professional Services

PROJECT TITLE: Inner Loop North Transformation Project

GENERAL PROJECT LIMITS: The Inner Loop North Expressway, frontage roads, surrounding streets, and adjacent lands extending from the I-490 interchange to North Union Street in the City of Rochester, Monroe County.

PROJECT INFORMATION: This project includes design and preparation of a Project Scoping Report and engineering reports, inclusive of topographic and right-of-way survey and mapping and traffic and environmental studies, for the transformation of the remaining segment of the Inner Loop Expressway into an accessible and multi-modal boulevard within a restored urban street grid. Design services are anticipated to be state-funded and construction and RPR are anticipated to be federally-funded. This RFP is for preliminary design services only. Coordination will be required with land use planning for the former expressway, as well as with several other planned projects surrounding the project area.

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

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

PROJECT TIMETABLE:

It is anticipated that the design will commence in August 2023. Based on this projection, a draft schedule is as follows:

- | | |
|--|-------------------------------------|
| • RFP Release | January 17, 2023 |
| • Pre-Proposal Meeting | January 31, 2023 at 2:30 pm |
| • Deadline for Questions | February 14, 2023 at 1:00 pm |
| • Proposals Due | February 24, 2023 at 4:00 pm |
| • Consultant Interviews and Final Selection | April – July 2023 |
| • City Council Approval of Agreement with Consultant | July 2023 |
| • Agreement Start Date/Notice to Proceed | August 2023 |

Draft design and construction timetable:

Preliminary Design

- | | |
|-------------------------------------|-------------|
| • Scoping Document Approved | Spring 2024 |
| • Draft Design Report and 30% Plans | Spring 2025 |
| • Design Approval | Summer 2025 |

Final Design **NOT INCLUDED**

- | | |
|---------------------|-------------|
| • 50% Plans | Fall 2025 |
| • 90% Plans (ADP) | Spring 2026 |
| • 100% Plans (PS&E) | Summer 2026 |

- Bid Phase & Award
- Construction Phase Services
(excluding as-built preparation):

Summer 2026 – February 2027

March 2027 – November 2028

A Professional Services Agreement (PSA) for preliminary design services only resulting from this RFP shall commence on the agreement start date. Final Design and Construction Support services **ARE NOT** included; however, it is anticipated that an amendment to the PSA may be considered prior to the completion of preliminary design. The term of the agreement shall extend until six (6) months after completion of preliminary design.

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

SUBMISSION DELIVERY INFORMATION:

Seven (7) proposal hard-copies and one (1) electronic proposal (preferably via USB storage device) are to be submitted no later than the **Proposal Due Date** listed above to:

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

City of Rochester, Department of Environmental Services
Bureau of Architecture & Engineering
City Hall, 30 Church Street, Room 300B
Rochester, New York 14614

COMMUNICATIONS:

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

Primary Contact/Project Manager:

David A. Riley

david.riley@cityofrochester.gov

Secondary Contact:

Dominic Fekete, P.E.

dominic.fekete@cityofrochester.gov

No contact is permitted with any other City staff member nor staff of other involved agencies with regard to this RFP during the RFP process unless specifically authorized in writing. Prohibited contact may be grounds for disqualification.

To ensure that all Respondents have a clear understanding of the scope and requirements of this RFP, the City will respond to all timely questions submitted via e-mail to the City Contact(s) by the question deadline stated above. Questions and the responding answers will be sent via e-mail to all Respondents who have provided an e-mail address to the City Contact and will be posted on the City’s web page for this RFP.

The City will make every reasonable effort to keep Respondents informed about the RFP process. Notifications about timeline date changes, amendments to the RFP and other information about the RFP will be sent by e-mail to Respondents who have provided an e-mail address to the City Contact(s) and will be posted on the City's website for this RFP.

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

INTERVIEWS:

Short-listed firms may be asked to give a presentation and answer questions related to the depth and experience of their team, understanding of the project, creativity, and technical knowledge of the issues. Additional information on interview requirements will be provided to short-listed firms.

PRE-PROPOSAL MEETING:

In order to provide the City with an opportunity to discuss the RFP and Respondents with an opportunity to ask questions and clarify the RFP, a hybrid pre-proposal meeting will be held as follows. Respondents may participate in person or remotely.

Date: January 31, 2023

Time: 2:30 p.m.

Location: Prayer House Church of God by Faith, 270 Cumberland St., Rochester, NY 14605

To participate remotely:

Zoom link: <https://cityofrochester.zoom.us/j/82982119103>

Meeting ID: 829 8211 9103

Dial-in only: (646) 558-8656 (New York), (888) 548 0276 (Toll-free)

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

PRELIMINARY CONSTRUCTION BUDGET:

The preliminary construction budget (including RPR) is approximately \$89,000,000.

GENERAL:

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.

- 1) The City may request additional information from any Respondent to assist the City in making its evaluation.
- 2) 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.

- 3) The selection of a Consultant is within the City's sole discretion and no reasons for rejection or acceptance of a proposal are required to be given. The decision will be based on qualifications and compliance with the requirements of this RFP. The City reserves the right to reject any or all proposals or to accept a proposal that does not conform to the terms set forth herein. The City further reserves the right to waive or modify minor irregularities in the proposals and negotiate with Consultants to serve the City's best interest.
- 4) Questions must be submitted in writing (preferably e-mail) to the project contacts, listed above. All questions and City responses will be shared with all who have indicated intent to submit a proposal and have provided an e-mail address.

2.0 PROJECT OVERVIEW

PROJECT BACKGROUND AND DETAILS:

With the successful transformation of Inner Loop East completed in 2017, the City of Rochester seeks to redesign and reconstruct the remaining 1.5-mile segment of the grade-separated Inner Loop Expressway, extending from its I-490 interchange to North Union Street. The City completed the Inner Loop North (ILN) Transformation Planning Study in September 2022 and identified a preferred design concept for the ILN corridor that best meets the community's vision and needs. The preferred concept will transform the ILN into an accessible and multi-modal boulevard within a restored city street grid and will guide the design of a preferred alternative. Overall, the project seeks to consolidate ILN's travel lanes, parallel service roads, and on- and off-ramps into at-grade, traffic-calmed, city streets incorporating auxiliary turn lanes and on-street parking as appropriate, with safety-focused, dedicated pedestrian and bicycle facilities throughout the corridor. The project will provide a transportation network that better meets the needs of all users; reconnect neighborhoods to Rochester's downtown; and open parcels for equitable redevelopment and green space.

The ILN is owned and maintained by New York State, and its frontage roads are primarily owned and maintained by the City of Rochester. The tentative project area incorporates neighborhoods on both sides of the ILN.

The Planning Study had three core goals that continue to give direction to the overall project. The Consultant will be expected to focus on the connectivity and accessibility goals; to consider the equity goals in its approach to transportation facility design; and to consider housing, jobs and development goals.

- **Equitable outcomes:**
 - Ensure project outcomes support the needs of all existing and future residents.
 - Minimize displacement of existing businesses and residents.
 - Identify new housing opportunities and strengthen existing residential neighborhoods.
- **Neighborhood restoration:**
 - Identify strategic opportunities for new investment.
 - Create new job opportunities.
 - Facilitate opportunities for community-based development.
 - Promote reuse of vacant and underutilized lands.
 - Strengthen and support existing community assets.
- **Connectivity and accessibility:**
 - Reconnect neighborhoods and restore a human-scale street grid.
 - Promote multi-modal accessibility for all.
 - Enhance the street network to improve safety and accessibility for all modes of transportation.
 - Eliminate ILN as a physical and visual barrier.

- Enhance public access to the riverfront and High Falls and integrate the project with the ROC the Riverway Vision Plan and Rochester 2034 comprehensive plan.

For maps, background, and further information about this project and its goals, please visit the project website at www.innerloopnorth.com and review the Planning Study and its appendices. To review information on the Inner Loop East project, please visit <https://www.cityofrochester.gov/InnerLoopEast>.

The project includes, but is not limited to the work items, requirements and improvements generally identified below.

Software Requirements

All project CAD files shall be completed using MicroStation and InRoads Software consistent with NYSDOT drawing and CAD standards. Respondents should propose a file management system to exchange and track files with the City throughout the project.

Survey and Topographic Map

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

ROW Acquisitions

The majority of new street construction is expected to occur within the existing ILN right-of-way. However, there may be a need to acquire additional property and convert City-owned properties to additional right of way (ROW) in order to construct the proposed street improvements. The NYSDOT Office of Right of Way will perform ROW incidental and acquisition tasks for the project. The Consultant will provide support to NYSDOT and the City. Consultant tasks will include, but not be limited to, establishing proposed ROW lines, preparation of the Acquisition Request Map (ARM) and survey maps and descriptions that meet the requirements of the NYSDOT Local Projects Manual (LPM), preparation of an acquisitions table, evaluating the need for grading releases, and preparation of a grading release table.

Streets and Structures

This project may include but is not limited to demolition of elevated portions of ILN, infilling below-grade portions of ILN, new street construction, street reconstruction, intersection alignments and realignments, street rehabilitation, bridge demolition and construction, and milling and resurfacing of various streets, which typically consist of the following street improvements, at a minimum:

- Milling and resurfacing with spot deep milling and pavement base repair;
- New full-depth pavement;
- New granite stone curbs with underdrain;
- New driveway aprons;
- New sidewalks;
- Spot curb and sidewalk replacement;

- New protected bicycle facilities;
- Improvements to existing bicycle facilities;
- Pavement width changes;
- Sidewalk installations;
- Potential for curb modifications including bump-outs;
- Upgrades to curb ramps to meet current ADA standards;
- Driveway curb cut closures to vacant lots (coordinated with DES Permits and Zoning);
- Gateway, landscape and beautification features; and
- Improved transit features and structures.

In addition, the project may include associated improvements to adjoining facilities, as identified in the Traffic Study (discussed in a separate section below).

More specifically:

West of the Genesee River, the project is expected to include:

- Removal of all elevated ILN structures from the I-490 interchange to the river;
- Realignment of street connections to the existing I-490 interchange;
- Construction of a new city street that generally follows the horizontal alignment of the existing ILN; and
- Alignment of new and modified intersections, as well as associated street improvements throughout the project area, such as milling and resurfacing, rehabilitation, or full reconstruction.

At the Genesee River:

- Removal of the Genesee River Bridge superstructure (assumed for the substructure down to the existing piers as well);
- Rehabilitation or modification of the bridge piers, as necessary;
- Construction of a new bridge superstructure providing a signature gateway for eastbound and westbound pedestrians, cyclists, and vehicle traffic; and
- High-quality, protected pedestrian and bicycle connections to the Genesee Riverway Trail and the anticipated New York State Park at High Falls.

East of the river:

- Filling in the below-grade portions of the ILN;
- Removal of seven bridges over the below-grade portions of the ILN;
- Construction of new two-lane streets within the existing ILN alignment;
- Extension of several existing streets to intersect with the newly constructed streets to restore the street grid;
- Construction of new at-grade intersections throughout the project area;
- Reconfiguration of existing intersections throughout the project area as needed to enhance connectivity and mobility;
- Associated street improvements, such as milling and resurfacing, rehabilitation, or reconstruction;
- Reconnection of University Avenue between North Union Street and East Main Street;

- Improvements to / restoration of Franklin Square / Schiller Park and Anderson Park; and
- Establishment of green space behind World of Inquiry School No. 58.

Throughout the entire corridor:

- Construction of protected bicycle facilities that extend the full length of the former ILN corridor from Cascade Drive to the existing cycle track on Union Street;
- New or upgraded pedestrian facilities, including new sidewalks and crosswalks;
- Traffic calming elements;
- Landscaping, streetscape improvements, and beautification;
- Installation of low-profile retaining walls to support landscaping along the corridor;
- Betterments to streets adjacent to the project;
- Removal of ILN structures such as guide rails, retaining walls, drainage systems and overhead signs; and
- Traffic signal, traffic sign, and pavement marking installations, removals, and replacements.

Construction may be phased to minimize impacts. Details above may change as design progresses, depending on further analysis and public and stakeholder input. Maps of the preferred concept identified in the ILN Transformation Planning Study appear in Appendix B.

Public Involvement

Extensive public engagement is anticipated for this project, with a strong focus on gathering input from community residents most directly impacted by the project and addressing equity concerns regarding vulnerable populations in neighborhoods along the ILN corridor. The project team should include expertise in outreach to BIPOC and low-income neighborhoods and will be expected to prepare a detailed engagement plan focusing on strategies to build trust with communities most impacted by the project and harmed by past highway building projects; meaningful opportunities for the public to provide direction and feedback on design decisions; keeping the public educated and informed about the project as it progresses; and to build support and excitement for the project. The City will manage a dedicated project website and will work with the consultant to keep it updated. The consultant also will be expected to coordinate regularly with Community and Technical Advisory Committees created to guide the Planning Study and expected to remain in place throughout the duration of the project.

The consultant will be expected to develop a joint Public Involvement Plan/Agency Coordination Plan to provide structure and timing for inter-agency coordination and communication throughout the project.

Traffic Study

A traffic analysis was conducted for the preferred design concept for ILN during the Planning Study. This analysis is included in the Planning Study appendices. The Consultant shall collect additional traffic data and complete a comprehensive regional-based traffic model. Respondents are expected to propose a type of model(s) to be employed and discuss potential off-model adjustments, approaches to calibration, and other technical considerations. The project-based traffic model shall include multimodal traffic counts, turning movements, speed,

vehicle classification, delays, origin/destination survey, accident data, pedestrian usage, signal phase timings, land use and development analysis, and forecasts. The Consultant shall review and analyze the comprehensive project-based traffic model for corridor impacts, adjoining system impacts, and individual intersection impacts. The traffic impact analysis will be used to select all feasible alternatives and associated improvements to adjoining facilities for further, more detailed analysis. It is assumed that additional data collection will be required not only in the primary study area but also on adjoining facilities which are shown as being impacted by the existing regional-based traffic model from the Planning Study. It is assumed that the regional-based model from the Planning Study will be updated and refined to develop the comprehensive regional-based traffic model. The Consultant shall develop and submit draft and final traffic study reports and meet with the City and various agencies to discuss, review and collaborate on the results of the Traffic Study; present the feasible alternatives to the public and solicit comments; and review and incorporate any and all relevant comments in the final report.

Environmental Review

The Consultant should have expertise conducting SEQRA and NEPA processes and will be required to conduct environmental assessments and environmental determinations of significance. The consultant may be required to prepare NEPA and/or SEQRA Environmental Impact Statements. The consultant will also perform any other environmental evaluations needed to meet the requirements of the NYSDOT PDM Chapter 7 and any other required references. The Consultant should assume completing SEQRA and NEPA reviews that extend beyond actions solely attributed to street and bridges, and that include at minimum, conceptual level mixed-use development buildout and associated capacities for relevant review factors. The detailed assessment and documentation shall include preliminary social impacts, economic impacts, environmental impacts, noise assessment, air quality assessment, wetlands, cultural resources, historic preservation (section 106), parkland (Section 4f of the Department of Transportation Act & 6f of the Land and Water Conservation Fund Act), hazardous waste/contaminated materials screening and site assessment, endangered species, ground water, regional/local land use plans, and permits that may be required for the project to proceed.

Land Use and Development Coordination

The Consultant will coordinate with the City of Rochester Department of Neighborhood and Business Development (NBD), which is anticipated to continue land use planning for equitable redevelopment and green space along the ILN. Coordination will ensure alignment of land use and transportation decisions. At minimum, design coordination meetings will be required; public engagement for transportation design also may be expected to be carried out in coordination with land use planning.

Street Lighting

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

City Fiber Optic Conduit

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

Traffic Feature Improvements

It is anticipated that new traffic signals, pavement markings, signs and vehicle/traveler detection will be installed and/or replaced within the project limits, as well as associated improvements to adjoining facilities as identified in the Traffic Study. Dedicated detection / signals for high-quality bike facilities should be evaluated. Adaptive Traffic Control Systems (ATCS) and Transit Signal Priority (TSP) Routes throughout the corridor and surrounding arterials should be evaluated as part of the Traffic Study. Additional traffic safety improvements are to be determined during the preliminary design phase and coordinated with Monroe County Department of Transportation.

Complete Streets Improvements

The project will include design of high-quality, protected bicycle and pedestrian facilities. Connections to Cascade Drive and the Union Street cycle track should be evaluated; the exact route will be determined during design. Throughout the project area, the City of Rochester Complete Streets Policy shall be applied. Further evaluation in the project area shall include, but should not be limited to, extending or adding bicycle facilities where feasible, installing or improving transit stops, and installing features to improve pedestrian safety. The City can provide its Active Transportation Plan, which is under development and is expected to be completed by the time this project begins.

Streetscape

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

Railroads

There are railroad crossings within the project limits. Any proposed public spaces or trails adjacent or under CSX property will need to be designed to meet the CSX Public Project Manual. The Consultant will coordinate with the affected railroads and will prepare and obtain all necessary Railroad permits and/or agreements. Any Work Zone Plans as required by the railroad shall be included in the Contract documents.

Water Improvements

Water improvements are to be determined during the preliminary and final design phases. Water improvements may include, but not be limited to, the following:

- The abandonment and/or replacement of an existing water main;
- New water main and/or water main extensions and improvements;
- Cleaning & lining of water main with cement lining or cured in place pipe lining;
- Replacement of lead and galvanized water services;
- Replacement of large services 4" and up;
- Installation of anodes;

- Hydrant and valve upgrades;
- Service abandonments; and
- Adjustments of existing water valve covers and appurtenances.

Design coordination with the Rochester Water Bureau is required and improvements must be designed in accordance with Bureau standards and guidelines. Water improvements also will require review and approval by the Monroe County Department of Public Health. Coordination is anticipated with the Monroe County Water Authority.

Sewer Improvements

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

Areaways

Impacts to areaways will require proper evaluations in accordance with the City's requirements before proceeding with sidewalk, curb replacement or other excavation during construction. Early detection of potential conflicts will be necessary and the appropriate coordination with property owners will be required to address the conflict.

3.0 DRAFT SCOPE OF SERVICES

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

- Project Scoping Report
- Preliminary Design
- Environmental Assessments and Reviews
- Community/Public Outreach
- Design Report

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

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

4.0 PROPOSAL REQUIREMENTS

OVERVIEW:

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

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

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

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

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

PROPOSAL EVALUATION CRITERIA:

Proposals must be succinct, contain a table of contents and all pages must be numbered. **In no case shall specified page maximums in any section be exceeded.** All Sections of the proposal must contain tabs. Boilerplate and glossy promotional materials are discouraged; any such materials deemed necessary should be included as a separate appendix and may or may not be considered as part of the evaluation.

Consultant selection will be based on a rating of Consultant proposals. **The criteria will be as follows: Firm Qualifications (10% score), Technical Proposal (40% score), and Project Team Qualifications (50% score).**

Proposers should understand that NYSDOT MWBE and SDVOB Utilization Goals apply to and will be incorporated into any agreement resulting from proposals submitted for this RFP.

This RFP is for preliminary design services only, though an amendment to the PSA may be considered prior to the completion of preliminary design. Therefore, Respondents should highlight their experience and expertise associated with all design services.

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

Firm Qualifications (10% Score – 8 pages max.)

1) Firm and Sub-Consultant Identification & Qualifications:

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

2) Relevant Firm and Sub-Consultant(s) Experience: Include at least three (3) recent projects that demonstrate the Consultant and the sub-consultant(s) have provided services relevant to those required herein. Respondents are encouraged to highlight projects in which the Prime Consultant and/or sub-consultant(s) served as the Prime Consultant. Consider experience and prior performance with transformative street, bridge, and multi-modal projects; complex City and NYSDOT transportation facility design and construction projects; state and federal environmental procedures; traffic modeling; engaging BIPOC and low-income communities; and coordination of public involvement and multiple agencies and stakeholders. The list should include project name, project type, client name, the specific dates when work was performed, the type of work services performed, and contact information for references.

3) MWBE and SDVOB Goals: Respondents shall provide the following statements:

- a. Whether or not the Respondent is a New York State certified MWBE and / or Service-Disabled Veteran-Owned Business (SDVOB).
- b. Whether or not the Respondent will use New York State-certified MWBE and SDVOB subcontractors and what percentage of the total contract amount will be performed by said MWBE and SDVOB subcontractors.

4) NYSDOT MWBE & SDVOB Attainment Plan: This form shall be submitted as part of the proposal regardless of percentages or whether goals are met. The draft form can be found in **Exhibit A** of this RFP and shall be completed with the anticipated percentage of total

contract column filled out and shall be ***included in an appendix*** in the Respondent's proposal.

- 5) Consultant Information Form (CIF): This form must be filled out by the prime consultant only to verify that the prime consultant information listed on New York State Department of State database is correct and provide local contact information. Sub-consultants do not need to complete this form. This form can be found in **Exhibit C** of this RFP and shall be ***included in an appendix*** in the respondent's proposal.

Technical Proposal (40% score – 15 pages max., excluding Project Map(s))

- 1) Project Understanding and Technical Approach: Communicate an in-depth understanding of the project scope and unique technical approach for all services to be provided, including all multi-disciplinary engineering (e.g. transportation, traffic, landscape architecture, lighting, drainage, utilities, geotechnical, etc.) as applicable. Highlight knowledge and understanding of multi-modal urban street design, complex City and NYSDOT transportation facility design, 3D roadway modeling, SEQR and NEPA review, ADA compliance, LAFAP, Complete Streets, and general project policies and procedures. **The project understanding and approach should showcase creativity in restoring the urban fabric of this part of the City and designing a transportation network that better meets the needs of all users, as well as an understanding of the corridor's distinct neighborhoods.**
- 2) Project Map: Provide up to four (4) individual single page 11"x17" maps of the various street segments along the ILN corridor showcasing your understanding of the project. Maps will not count toward the Technical Proposal page maximum stated above.
- 3) Project Schedule: Provide a Gantt Chart showing major project tasks to align with the project schedule listed above.

Project Team Qualifications (50% score)

- 1) Project Team (6 pages max.): Identify the **key** project team members by name and specific responsibilities on the project. This section should showcase, as applicable, **key** project team members' relevant experience and expertise with multimodal traffic modeling, urban street design, engagement in low income and minority communities, 3D roadway modeling, SEQR and NEPA review, ADA compliance, LAFAP, and Complete Streets, as well as familiarity with general project policies and procedures. Indicate how team members will interact and how they will be assigned.
- 2) Organizational Chart (2 pages max.): Provide a detailed Organizational Chart identifying the key project team members, including sub-consultant(s), and their specific responsibilities on the project.
- 3) Team Resumes (1 page per team member): Include for all **key** project team members a list of relevant projects only, with summaries of the work they specifically performed and

approximate dates when work was performed. Team resumes should showcase relevant experience as it relates to this project.

Interviews

Short-listed firms may be asked to give a presentation and answer questions related to the depth and experience of their team, understanding of the project, creativity, and technical knowledge of the issues. Additional information on interview requirements will be provided to short-listed firms.

BASIC SERVICES FEE / HOURS:

The proposal SHALL NOT include any proposed design fees; however, the City does require that the proposal include the proposed staff and specific staff assignments. **The information provided shall be detailed such that a reviewer can get a good feel for the tasks involved and the individuals who will be performing each specific work item.**

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

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

A summary page shall be included to summarize the total hours of the prime consultant and any proposed subcontractors. This table/spreadsheet and summary page as well as a list of direct reimbursable expenses shall be provided in a separate sealed envelope.

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

ELIGIBILITY QUALIFICATIONS AND REQUIREMENTS:

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

5.0 CITY AND NYSDOT PROVISIONS

LIVING WAGE REQUIREMENTS:

The selected Consultant will be required to comply with Rochester Living Wage requirements. Rochester City Council adopted the Rochester Living Wage Ordinance (8A-18), effective July 1, 2001, which requires covered employers who are awarded City service contracts of \$50,000 or more to pay a Living Wage, as defined in the Ordinance, to their employees who perform work under the contract.

MWBE AND SDVOB GOALS:

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

Because this is a NYSDOT-funded project, the City MWBE Officer has determined that MWBE and workforce goals for this project are derived from NYSDOT's Agency MWBE Goal Plan established pursuant to New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145. In addition, Service-Disabled Veteran-Owned Business (SDVOB) goals are derived from New York State Executive Law Article 17-B.

Professional service agreements (PSA) in furtherance of State-issued, non-federally-aided grants must include goals for awarding a percentage of the PSA to minority- and women-owned (MWBE) businesses. For contracts greater than \$25,000 for design and construction-related professional services (architectural / engineering), NYSDOT's anticipated goals for 2022-23 are 20% for M and 10% for W.

NYSDOT also has established a goal that 6% of non-federal aid consultant contracts be awarded to service-disabled veteran-owned businesses (SDVOBs).

MWBE, SDVOB AND WORKFORCE REPORTING:

The City MWBE Officer has determined that the selected Consultant will be required to submit reports on MWBE and SDVOB utilization using the NYSDOT Equitable Business Opportunities (EBO) website at <https://ebo.dot.ny.gov/>.

The Consultant will be expected to employ a diverse workforce on the project. The selected Consultant will be required to submit a workforce utilization staffing plan on forms designated by the City under the Professional Service Agreement. The consultant may be required to file City provided forms quarterly, or as otherwise required by the City. Examples of all forms are on the City's website 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: Initial Project Proposal (IPP)

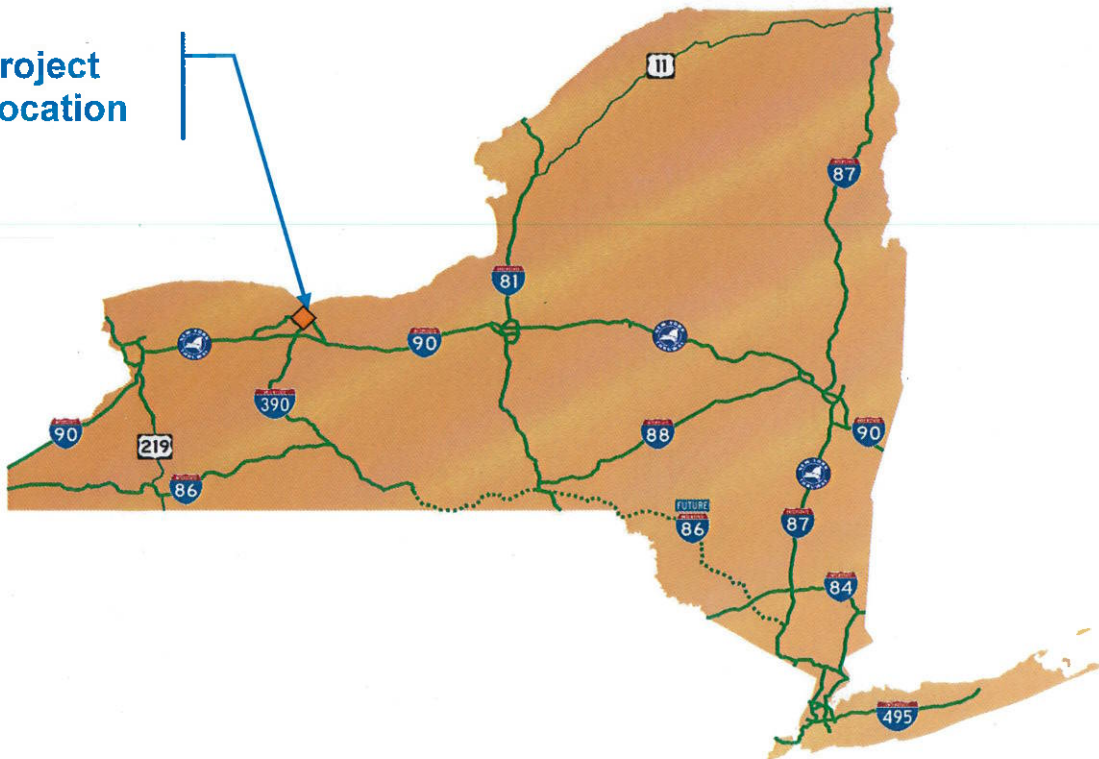
Transportation Project Report

Initial Project Proposal

October 2022

Inner Loop North Transformation Project
Project Identification Number (PIN): 4CR0.17
City of Rochester
Monroe County

Project
Location



Department of
Transportation



U.S. Department of Transportation
Federal Highway Administration

Initial Project Proposal Form / 4CR0.17 – Inner Loop North Transformation Project

Form Report, date prepared **September 20, 2022**

PROPOSED PROJECT DETAIL

PIN

4CR0.17

TIP Number

N/A – not on TIP yet (engineering phases not federally funded)

Proposed Project Title

Inner Loop North Transformation Project

County

Monroe

Municipality

City of Rochester

Project Type

Reconstruction and New Construction

Consultant Involvement

Yes

Target Letting Date

October 2026

Project Description

This project will redesign and reconstruct the remaining segment of the Inner Loop Expressway from I-490 to North Union Street in the City of Rochester, Monroe County. The project will transform the underutilized, grade-separated expressway into an accessible and multi-modal boulevard within a restored urban street grid. The re-designed corridor will enhance mobility, reconnect several neighborhoods to Rochester's downtown, and open parcels for equitable redevelopment and green space. This project follows the successful removal of the eastern portion of the Inner Loop Expressway in 2017 and the completion of the Inner Loop North Transformation Planning Study in September 2022.

Public Friendly Description

This project will redesign and reconstruct the remaining segment of the Inner Loop Expressway from I-490 to North Union Street in the City of Rochester, Monroe County. The project will transform the underutilized, grade-separated expressway into an accessible and multi-modal boulevard within a restored urban street grid. The re-designed corridor will enhance mobility, reconnect several neighborhoods to Rochester's downtown, and open parcels for equitable redevelopment and green space. This project follows the successful removal of the eastern portion of the Inner Loop Expressway in 2017 and the completion of the Inner Loop North Transformation Planning Study in September 2022.

Regional Local Project Liaison

Craig Ekstrom

Responsible Organization

Responsible Organization: City of Rochester

Scope of Work

#	Scope of Work	Scope of Work Percentage	Asset Team-Specific Cost Share \$
1	Roadway construction and demolition	40%	\$32,000,000
2	Bridge, overhead sign and retaining wall construction and demolition	24%	\$20,000,000
3	Utilities construction	9%	\$7,500,000
4	Landscaping and park reconstruction	14%	\$11,500,000
5	Common construction	13%	\$11,000,000

Cost Categories

#	Cost Category	Planned Level Budget Estimated
1	SCOPING	\$500,000
2	PRELIMINARY DESIGN	\$4,000,000
3	DETAILED DESIGN	\$3,500,000
4	RIGHT-OF-WAY INCIDENTALS	\$50,000
5	RIGHT-OF-WAY ACQUISITIONS	\$200,000
6	CONSTRUCTION	\$82,000,000
7	CONSTRUCTION INSPECTION	\$7,000,000

Total Planned Level Budget Estimated

\$97,250,000

Accomplishments - Current Planned

#	Description	Unit Description	Qty
1	Pavement: Construction and Reconstruction	LN MI	5.42
2	Alignment Improvements	#	1.00

#	Description	Unit Description	Qty
3	Bridge Construction (New)	# BRIDGES	1.00
4	Complete Streets - Sidewalk (Rehab)	MI	1.00
5	Bridge Removal	# BRIDGES	8.00
6	Complete Streets - Pedestrian Facility (New or Improved)	#	1.00

Project Specific Issues

The Inner Loop North Transformation Planning Study identified a preferred concept for redesign of the expressway. More detailed analysis will be performed to determine potential effects including those related to traffic. The preferred concept will be further developed and refined during preliminary design. The City plans to separately seek funds for a study on land use and building design elements that can reasonably be supported by the transformation of the Inner Loop North corridor. This may occur as more information about developable parcels becomes available. The City also may seek other funding sources to support related elements of the project outside the core scope, including but not limited to a signature bridge on Central Avenue, Genesee Riverway Trail connectivity, additional street and interchange improvements adjacent to the project, etc. While the vast majority of work will occur in the existing expressway right-of-way, the City will need to identify any potential right-of-way acquisitions during the design phases.

State Wide Significance?

Yes

Anticipated State Environmental Classification

SEQR Type I

Anticipated Federal Environmental Classification

NEPA Class II, CE

Governor Program

N/A

LOCATION**GIS Landing**

Road Name	Begin Milepoint	End Milepoint	Total Lane Miles	Total Centerline Miles
Inner Loop North	0.000	1.810	7.39	1.81

Structures					
#	Structure Type	Structure ID Number	On National Highway System?	On State Highway System?	On Federal Aid System
1	Bridge	1050119	Yes	Yes	Yes
2	Bridge	1050170	Yes	Yes	Yes
3	Bridge	1073830	Yes	Yes	Yes
4	Bridge	1050060	Yes	Yes	Yes
5	Bridge	1050080	Yes	Yes	Yes
6	Bridge	1050070	Yes	Yes	Yes
7	Bridge	1050099	Yes	Yes	Yes
8	Bridge	1050160	Yes	Yes	Yes
9	Bridge	1064009	Yes	Yes	Yes

County	
County	
Monroe	

Congressional District	
Congressional District	
25	

State Senate District	
State Senate District	
55	
56	

State Assembly District	
State Assembly District	
137	

PROJECT SCHEDULE

P6 Activity ID	P6 Activity Name	P6 Approved Baseline (BL)
099	IPP APPROVED	10/21/2022
109	SCOPING PHASE AUTHORIZED	10/31/2022
209	PRELIMINARY DESIGN AUTHORIZED	10/31/2022
179	SCOPING DOCUMENT APPROVED	12/15/2023
289	DESIGN APPROVAL GRANTED	8/8/2025

P6 Activity ID	P6 Activity Name	P6 Approved Baseline (BL)
309	DETAILED DESIGN AUTHORIZED	8/15/2025
359	ADP COMPLETED	4/23/2026
379	PS&E SUBMITTED	8/10/2026
386	ADVERTISEMENT	9/15/2026
389	LETTING HELD	10/14/2026
589	ROW CLEARANCE CERT	7/22/2026
719	CONTRACT AWARDED	2/1/2027
729	PRECONSTRUCTION MEETING HELD	3/13/2027
739	CONTRACTOR'S FIRST DAY OF WORK	4/15/2027
779	CONTRACT COMPLETION DATE	10/31/2028
Project Delivery Method:		Design-Bid-Build Low Bid

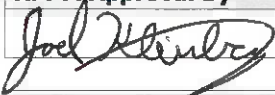
ATTACHMENTS

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

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

PROJECT APPROVAL

RPPM Approval By



Date RPPM Approval

10/20/2022

Regional Director Approval



Date of Regional Director Approval

10/20/2022

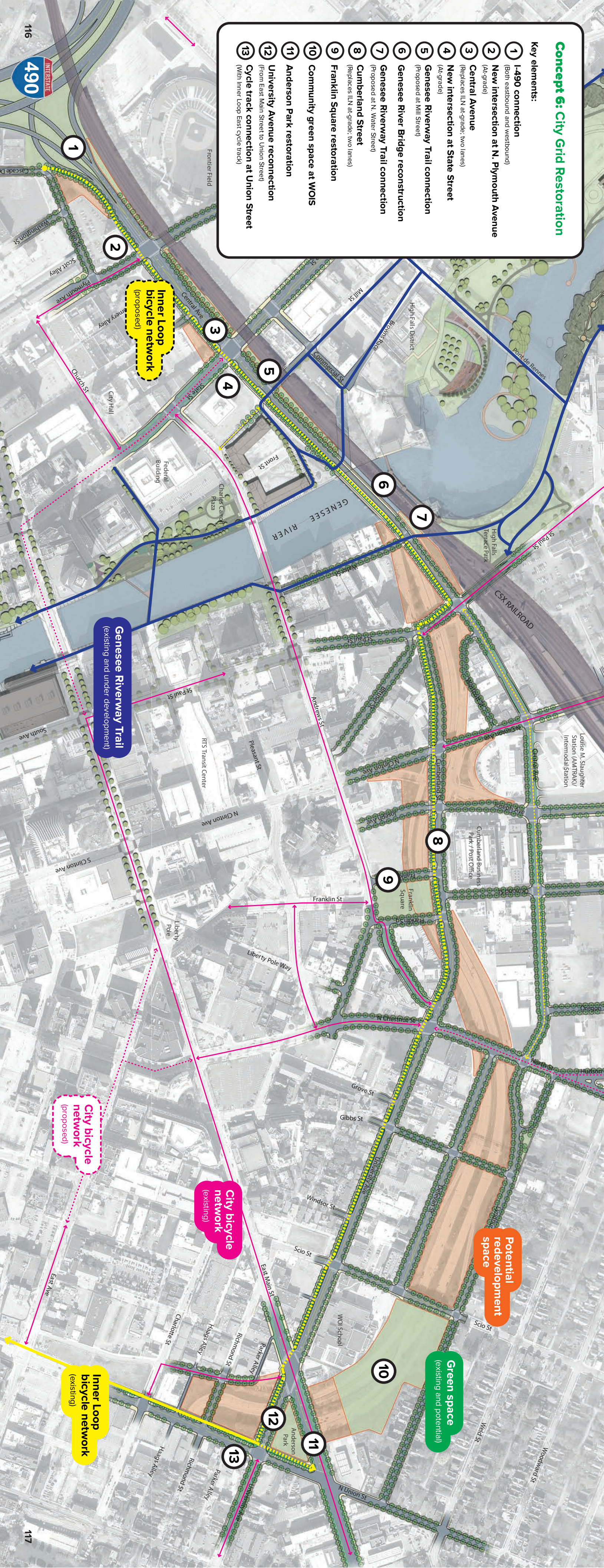
Appendix B: Inner Loop North Transformation Planning Study Preferred Concept Maps

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Concept 6: City Grid Restoration

Key elements:

- 1 I-490 connection
(Both eastbound and westbound)
- 2 New intersection at N. Plymouth Avenue
(At-grade)
- 3 Central Avenue
(Replaces ILN at-grade; two lanes)
- 4 New intersection at State Street
(At-grade)
- 5 Genesee Riverway Trail connection
(Proposed at Mill Street)
- 6 Genesee River Bridge reconstruction
- 7 Genesee Riverway Trail connection
(Proposed at N. Water Street)
- 8 Cumberland Street
(Replaces ILN at-grade; two lanes)
- 9 Franklin Square restoration
- 10 Community green space at WOIS
- 11 Anderson Park restoration
- 12 University Avenue reconnection
(From East Main Street to Union Street)
- 13 Cycle track connection at Union Street
(With Inner Loop East cycle track)



Inner Loop
bicycle network
(proposed)

Genesee Riverway Trail
(existing and under development)

Potential
redevelopment
space

Green space
(existing and potential)

City bicycle
network
(existing)

City bicycle
network
(proposed)

Inner Loop
bicycle network
(existing)

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Concept 6: City Grid Restoration

Inner Loop North Transformation



State Street Intersection

Intersection is At Grade With State Street & One Travel Lane in Each Direction With A Center Turn Lane

Enhanced Genesee Riverway Trail

High Falls District
Bowling Ridge

At-Grade Two-Lane Street Throughout Corridor

High Falls Terrace Park
St Paul St

Traditional Intersection

Expanded Pedestrian Realm Throughout Corridor

Central Ave
McClinton Ave

Reconnected Urban Grid Throughout Corridor

Rome St
Joseph Ave

Neighborhood Scale Redevelopment Opportunities Throughout Corridor

East Along Corridor
Lynchburg St
Scio St

All Expressway Infrastructure Removed Continuous Bicycle Route From Inner Loop East Along Corridor

Inner Loop North Corridor Disconnected from I-490

Frontier Field

Franklin Square

Increased Greenspace & Potential Restoration of Franklin Square

World of Inquiry Community Greenspace

Increased Community Greenspace With No Road

Enhancements to Anderson Park

University Avenue Connection Restored

Legend

- Two-Way Cycle Track
- Enhanced Genesee Riverway Trail
- Potential Redevelopment Opportunity (+/- 16 acres)
- Expanded Greenspace Opportunity



ALTERNATE 1 | Connection to I-490

ALTERNATE 2 | Connection to I-490

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Appendix B: City of Rochester Complete Streets Policy

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City of Rochester

City Clerks Office

Certified Ordinance

Rochester, N.Y., _____

TO WHOM IT MAY CONCERN:

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **November 15, 2011** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **November 16, 2011** in accordance with the applicable provisions of law.

Ordinance No. 2011-356

Amending The Municipal Code By Adoption Of A Complete Streets Policy

WHEREAS, the City of Rochester recognizes that its transportation network (e.g., streets, sidewalks, trails, and pathways) is intended to balance the needs and interests of all users of all ages and abilities; and

WHEREAS, streets are a key factor in the experience of the public realm and play a crucial role in economic development, public safety and health, and overall quality of life; and

WHEREAS, the design and function of our streets has often favored the motorist over other users, notably bicyclists, pedestrians, transit users, and persons with disabilities; and

WHEREAS, Active Transportation seeks to better integrate physical activity into our daily lives through increased emphasis on walking, bicycling, and public transportation; and

WHEREAS, Active Transportation improves public health, reduces traffic congestion, enhances air quality, and supports local economic development; and

WHEREAS, the City of Rochester recently completed the Rochester Bicycle Master Plan which serves as a guide for public investment in bicycle-supportive facilities and services; and

WHEREAS, the City of Rochester seeks to create an interconnected network of transportation facilities which accommodate all modes of travel in a manner that is consistent with neighborhood context and supportive of community goals; and

WHEREAS, Complete Streets are defined as streets that are planned, designed, operated, and maintained to enable safe access for all users and upon which pedestrians, bicyclists, transit users, persons with disabilities, and motorists of all ages and abilities are able to safely move along and across; and

WHEREAS, the City of Rochester seeks to establish a Complete Streets policy to incorporate Active Transportation into the planning, design, and operation of all future City street projects whether new construction, reconstruction, rehabilitation, or pavement maintenance (i.e., mill & resurface, micropave, and overlay treatments); and

WHEREAS, it is further recognized that certain streets may not be feasible, whether physically or financially, for Complete Streets accommodation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Rochester as follows:

Section 1. There is hereby added to the Municipal Code the following new Section 104-29:

Section 104-29. Complete Streets Policy.

- A. Purpose. The City seeks to create an interconnected network of transportation facilities which accommodate all modes of travel in a manner that is consistent with neighborhood context and supportive of community goals by establishing a Complete Streets Policy to incorporate active transportation into the planning, design, and operation of all future City street projects, whether new construction, reconstruction, rehabilitation, or pavement maintenance. Active transportation attempts to better integrate physical activity into our daily lives through increased emphasis on walking, bicycling, and public transportation. Active transportation improves public health, reduces traffic congestion, enhances air quality, and supports local economic development. Complete streets are streets that are planned, designed, operated, and maintained to enable safe access for all users, and upon which pedestrians, bicyclists, transit users, persons with disabilities, and motorists of all ages and abilities are able to safely move along and across.
- B. The City Engineer shall include bicycle, pedestrian and transit facilities in all street construction, reconstruction, rehabilitation and pavement maintenance projects conducted by or on behalf of the City, as appropriate, subject to the exceptions contained herein.

- C. The City shall plan, design, build and maintain all bicycle, pedestrian, and transit facilities in accordance with accepted federal, state and local standards and guidelines, but will consider innovative and/or non-traditional design options, as appropriate.
- D. The incorporation of bicycle, pedestrian, and transit facilities shall be mandated in all street construction, reconstruction, rehabilitation and pavement maintenance projects undertaken by or on behalf of the City, except under one or more of the following conditions:
 - (1) The City Engineer determines there is insufficient space within the right-of-way to safely accommodate such new facilities.
 - (2) The City Engineer determines that establishing such new facilities would require an excessive and disproportionate cost.
 - (3) The City Engineer determines that inclusion of such new facilities would create a public safety risk for users of the public right-of-way.
 - (4) The project is limited to routine or seasonal maintenance activities such as mowing, sweeping, or spot pavement repairs, including chip and seal and crack seal activities.
 - (5) Bicyclists and pedestrians are prohibited by law from using the facility.
- E. The Traffic Control Board shall review all street construction, reconstruction, rehabilitation and pavement maintenance projects for consistency with this Policy.
- F. The City Council shall receive an annual report from the City Engineer on the City's consistency with this Policy with respect to all street construction, reconstruction, rehabilitation and pavement maintenance projects under design or construction by or on behalf of the City.
- G. Planning studies and/or engineering reports for street projects prepared by or on behalf of the City shall include documentation of compliance with this Policy.

Section 2. This ordinance shall take effect on December 1, 2011.

Passed by the following vote:

Ayes - President Warren, Councilmembers Conklin, Haag, McFadden, Miller,
Ortiz, Palumbo, Scott, Spaul - 9.

Nays - None - 0.

Attest

A handwritten signature in black ink, appearing to be 'D. B. ...', written over a horizontal line.

City Clerk

Exhibit A: NYSDOT MWBE & SDVOB Attainment Plan (Draft)
(To be Completed and Returned with Proposal)

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MWBE & SDVOB ATTAINMENT PLAN

DRAFT: FOR RFP SUBMITTAL

MWBE OR SDVOB BUSINESS NAME	SCOPE OF WORK TO BE PERFORMED	ESTIMATED % OF TOTAL WORK TO BE COMPLETED	MBE (M) WBE (W) SDVOB (S) No program (N)

NYSDOT goals for this project: 20% M, 10% W, 6% SDVOB

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Exhibit B: Consultant Information Form
(To be Completed and Returned with Proposal)

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

Consultant/Contractor Information Form

Project Name: _____

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

Part A: Department of State Verification

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

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

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

Chief Executive Officer Information:

Name:	
Address:	

Principal Executive Office Information:

Name:	
Address:	

☐

The information provided and located on the DOS website matches.

☐

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

☐

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

Part B: Local Office Information

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

Name:	
Title:	
Address:	

Part C: Executed Agreement Information

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

Name:	
Title:	

Exhibit C: Draft Agreement for Professional Services

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AGREEMENT FOR PROFESSIONAL SERVICES

Inner Loop North Transformation Project

DRAFT

Project Scope: Preliminary Design Services
City Project No.: 23423
NYSDOT PIN: 4CR0.17
Consultant Name:
Agreement #:
Authorizing Ordinance: 2023 - **XXX**

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

Part 2. DESCRIPTION OF PROFESSIONAL SERVICES

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

Part 3. SUBCONTRACTS

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Section 1.502 Fee for Basic Services, Reimbursable Expenses, Fixed
Fee and Retainage
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- Part 7. TIME OF PERFORMANCE**
- Part 8. REMOVAL OF PERSONNEL**
- Part 9. AUTHORIZED AGENT**
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- Part 11. CONFIDENTIALITY**
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Section 1.1102 Freedom of Information Law

Part 12. ORGANIZATIONAL CONFLICT OF INTEREST

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Section 2.705 Permits, Laws and Taxes

Section 2.706 Obligations Limited to Funds Available

Section 2.707 Extent of Agreement

Section 2.708 Law and Forum

Section 2.709 No Waiver

Section 2.710 Severability

ATTACHMENTS

Schedule A Fee Schedule

Schedule B Time Schedule

Attachment A NYS Prevailing Wage Rates and Supplements Schedule

Attachment B Living Wage Ordinance

Attachment C Submittal Requirements

Attachment D City Digital Record File Standards

Attachment E City of Rochester Tax Law Exemption Letter

Exhibit A NYSDOT MWBE and SDVOB Attainment Plan
(TO BE FILLED OUT BY CONSULTANT)

Exhibit B Professional Consultant Services Workforce Utilization Reporting

Exhibit C Consultant Information Form (CIF)

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

Appendix B Standard New York State and Federal Clauses

AGREEMENT

THIS AGREEMENT, entered into on the ____ day of _____, 2023, by and between the CITY OF ROCHESTER, a Municipal Corporation having its principal office located at CITY HALL, 30 Church Street, Rochester, New York, 14614, hereinafter referred to as the "City", and **Consultant Name**, located at **Address**, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City, through the Department of Environmental Services, Bureau of Architecture and Engineering desires to secure the professional services of the Consultant for the purpose of providing engineering design services in connection with the **Inner Loop North Transformation Project**, hereinafter referred to as the "Project", and;

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

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

ARTICLE I

ARTICLE I, Part 1. DESCRIPTION OF PROJECT

Section 1.101 General Project Information

Project Name:	Inner Loop North Transformation Project
City Project No.	23423
NYSDOT PIN:	4CR0.17
General Limits:	The Inner Loop North Expressway, frontage roads, surrounding streets, and adjacent lands extending from the I-490 interchange to North Union Street in the City of Rochester.
Sponsor:	City of Rochester
County:	Monroe

Project Information: This project includes design and preparation of a Project Scoping Report (PSR) and engineering reports, topographic and right-of-way survey and mapping, required traffic and environmental studies, and public involvement and agency coordination for the transformation of the remaining segment of the Inner Loop Expressway into an accessible and multi-modal boulevard within a restored urban street grid. Design services are anticipated to be state funded and construction and RPR is anticipated to be federally funded. This Professional Services Agreement (PSA) is for preliminary design services only. Coordination will be required with land use planning for the former expressway, as well as with several other planned projects surrounding the project area. The project includes, but is not limited to work items, requirements and improvements generally identified below.

The City of Rochester seeks to redesign and reconstruct the remaining segment of the grade-separated Inner Loop Expressway. The City completed the Inner Loop North (ILN) Transformation Planning Study in September 2022 and identified a preferred design concept for the ILN corridor that best meets the community's vision and needs. The preferred concept will transform the ILN into an accessible and multi-modal boulevard within a restored city street grid and will guide the design of a preferred alternative and adjacent system improvements, as

needed. Overall, the project seeks to consolidate ILN's travel lanes, parallel service roads, and on- and off-ramps into at-grade, traffic-calmed, city streets incorporating auxiliary turn lanes and on-street parking as appropriate, with safety-focused, dedicated pedestrian and bicycle facilities throughout the corridor.

This project may include but is not limited to demolition of elevated portions of ILN, infilling below-grade portions of ILN, new street construction, street reconstruction, intersection alignments and realignments, street rehabilitation, bridge demolition and construction, and milling and resurfacing of various streets, which typically consist of the following street improvements, at a minimum:

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

In addition, the project may include associated improvements to adjoining facilities, as identified in the Traffic Study (refer to Section 1.202.K).

More specifically:

West of the Genesee River, the project is expected to include:

- Removal of all elevated ILN structures from the I-490 interchange to the river;
- Realignment of street connections to the existing I-490 interchange;
- Construction of a new city street that generally follows the horizontal alignment of the existing ILN; and
- Alignment of new and modified intersections, as well as associated street improvements throughout the project area, such as milling and resurfacing, rehabilitation, or full reconstruction.

At the Genesee River:

- Removal of the Genesee River Bridge superstructure (assumed for the substructure down to the existing piers as well);
- Rehabilitation or modification of the bridge piers, as necessary;
- Construction of a new bridge superstructure providing a signature gateway for eastbound and westbound pedestrians, cyclists, and vehicle traffic; and
- High-quality, protected pedestrian and bicycle connections to the Genesee Riverway Trail and the anticipated New York State Park at High Falls.

East of the river:

- Filling in the below-grade portions of the ILN;
- Removal of seven bridges over the below-grade portions of the ILN;

- Construction of new two-lane streets within the existing ILN alignment;
- Extension of several existing streets to intersect with the newly constructed streets to restore the street grid;
- Construction of new at-grade intersections throughout the project area;
- Reconfiguration of existing intersections throughout the project area as needed to enhance connectivity and mobility;
- Associated street improvements, such as milling and resurfacing, rehabilitation, or reconstruction;
- Reconnection of University Avenue between North Union Street and East Main Street;
- Improvements to / restoration of Franklin Square / Schiller Park and Anderson Park; and
- Establishment of green space behind World of Inquiry School No. 58.

Throughout the entire corridor:

- Construction of protected bicycle facilities that extend the full length of the former ILN corridor from Cascade Drive to the existing cycle track on Union Street;
- New or upgraded pedestrian facilities, including new sidewalks and crosswalks;
- Traffic calming elements;
- Landscaping, streetscape improvements, and beautification;
- Installation of low-profile retaining walls to support landscaping along the corridor;
- Betterments to streets adjacent to the project;
- Removal of ILN structures such as guide rails, retaining walls, drainage systems and overhead signs; and
- Traffic signal, traffic sign, and pavement marking installations, removals, and replacements.

Other critical project tasks will include but not be limited to:

- Completion of a regional-based traffic model and traffic analysis;
- Required SEQRA and NEPA processes, including completion of environmental assessments and environmental determinations of significance;
- Extensive public engagement and coordination with other agencies, utilities and railroads; and
- Coordination with the City on land use planning for the ILN corridor.

Three core goals should inform all analysis and design work on this project:

- Equitable outcomes:
 - Ensure project outcomes support the needs of all existing and future residents.
 - Minimize displacement of existing businesses and residents.
 - Identify new housing opportunities and strengthen existing residential neighborhoods.
- Neighborhood restoration:
 - Identify strategic opportunities for new investment.
 - Create new job opportunities.
 - Facilitate opportunities for community-based development.
 - Promote reuse of vacant and underutilized lands.
 - Strengthen and support existing community assets.
- Connectivity and accessibility:
 - Reconnect neighborhoods and restore a human-scale street grid.
 - Promote multi-modal accessibility for all.

- Enhance the street network to improve safety and accessibility for all modes of transportation.
- Eliminate ILN as a physical and visual barrier.
- Enhance public access to the riverfront and High Falls and integrate the project with the ROC the Riverway Vision Plan and Rochester 2034 comprehensive plan.

Section 1.102 Schedule and Construction Budget

A. Draft Schedule

Preliminary Design

- | | |
|-------------------------------------|-------------|
| • Notice to Proceed | August 2023 |
| • Scoping Document Approved | Spring 2024 |
| • Draft Design Report and 30% Plans | Spring 2025 |
| • Design Approval | Summer 2025 |

Final Design **NOT INCLUDED**

- | | |
|--|-----------------------------|
| • 50% Plans | Fall 2025 |
| • 90% Plans (ADP) | Spring 2026 |
| • 100% Plans (PS&E) | Summer 2026 |
| • Bid Phase & Award | Summer 2026 – February 2027 |
| • Construction Phase Services:
(excluding as-built preparation) | March 2027 – November 2028 |

B. Construction Budget

The Preliminary Construction Budget (including RPR) is **\$89,000,000**.

Section 1.103 Project Manager

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

David A. Riley
Bureau of Architecture and Engineering Services
City of Rochester
City Hall, 30 Church Street, Room 300B
Rochester, New York 14614
(585) 428-6978
david.riley@cityofrochester.gov

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

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

Section 1.104 Project Classification

This project is assumed to be a **NEPA Class II** Categorical Exclusion action under USDOT Regulations, 23 CFR 771.

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

The **Consultant** will verify the anticipated NEPA and SEQRA Classifications (refer to Section 1.204).

Section 1.105 Policy and Procedures

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

Section 1.106 Standards and Specifications

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

All drawings, CAD and DTM files shall utilize NYSDOT drawing and CAD standards and shall be completed using Microstation and InRoads software. The City will provide a standard Cover Sheet. Consultants shall use their own border. Contract drawings shall be scaled appropriately for plotting on 11"x17" paper.

PART. I, Part 2. DESCRIPTION OF PROFESSIONAL SERVICES

Section 1.201 General

A. Project Familiarization

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

1. Approved Initial Project Proposal (IPP) (October 2022);
2. Plans for future related transportation improvements or development in the area of the project;
3. Traffic Safety Recommendations from MCDOT (if they exist);
4. Accident records and history;
5. Record as-built plans;
6. Pavement history (for surrounding streets);
7. Available areaway records;
8. Available project studies and reports, including the ILN Transformation Planning Study;
9. All appendices to the ILN Planning Study, including but not limited to the Multi-Modal Accessibility Analysis, Traffic Inventory and Assessment, Crash Analysis, Structure and Utilities Inventory, and Preferred Concept Traffic Analysis; and
10. Other relevant documents pertaining to the project.

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

B. Meetings

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

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

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

C. Cost and Progress Reporting

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

D. Subconsultants and Subcontractors

The **Consultant** will be responsible for:

1. Coordinating and scheduling work, including work to be performed by subconsultants and subcontractors.
2. Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

Procurement of subconsultants and subcontractors must be in accordance with the requirements set forth in Article II of this Agreement and the NYSDOT LPM.

E. Project Submissions

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

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

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

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

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

Unless directed otherwise by the City, the **Consultant** should allow for a 4-week minimum review period for all submittals. The **Consultant** shall prepare written responses to all review comments in a timely manner and incorporate all comments and direction received on subsequent submittals.

F. Engineer's Cost Estimates

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

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

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

G. Schedule

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

H. Utility Coordination

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

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

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

I. Railroad Coordination

For the duration of this agreement, the **Consultant** shall coordinate with all railroad agencies that have active, inactive or abandoned facilities within the project limits. Coordination efforts shall include but are not limited to preparing the necessary plans for railroad agency review and

addressing any review comments from the railroad agency. The **Consultant** shall utilize and comply with all requirements set forth by the affected railroad for all work and coordination necessary to complete the project. The **Consultant** shall become familiar with the requirements outlined in NYSDOT HDM Chapter 23-Railroads.

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

Assumption: *There are railroad crossings within the project limits.*

J. Other General Consultant Responsibilities

The **Consultant** shall:

1. Provide all basic engineering services required for the Project including surveys (as needed), planning and preliminary engineering.
2. Have on its staff and is to retain during the performance of its services all appropriate professional personnel necessary to completely and accurately perform the work and services required. The **Consultant** shall provide a list of its employees assigned to the Project which provides the employee's name and title prior to the start of work. The **Consultant** shall notify the City prior to changing project personnel. No changes in project managers will be made without approval of the City. Where the design of structural, mechanical, electrical, civil or other engineering features of the work is included in the Project, such must be supervised, reviewed and approved by an engineer registered to practice in the State of New York.
3. Maintain an up-to-date, orderly, assembled file of Project notes and records. Files shall include but are not limited to a history of the development of the Project, correspondence, calculations, documentation, references, and other material necessary to establish the basis of the reports, recommendations and design of the Project. The **Consultant** also shall identify a file management system to be used to share and collaborate on project documents throughout the project.
4. Be responsible for the professional quality, technical accuracy, timely completion and appropriate coordination of all designs, drawings, specifications, testing, reports and other services furnished under this Agreement. The **Consultant** bears all responsibility for any errors, omissions or other deficiencies in the Consultant's designs, drawings, specifications, reports and other services and shall correct or revise any such errors, omissions or other deficiencies without additional compensation.

Section 1.202 Data Collection and Analysis

A. Terrain (Topographic) Data

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

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

Assumption: *Survey limits to be determined in consultation with the City.*

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

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

B. Utility Mapping

The **Consultant** shall obtain record mapping and plot all above-ground and underground utilities on the plans, including any facilities that may be paved over or buried (e.g. manhole covers, cleanouts, etc.). All underground utilities must be depicted on the plans with size, type and material. Plotting of underground utilities is not required for replacing curb in-kind (e.g. curb ramp replacements). This effort will include plotting areaway locations on the base mapping that might be in conflict with proposed improvements. All underground utilities 24" in size or greater shall be drawn to scale on the base mapping. Utility mapping shall utilize standard NYSDOT line styles and provide annotation depicting type of facility and ownership. The **City** will provide mapping of any known city owned street lighting and fiber optic conduit.

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

Assumption: *This will NOT be required*

D. Subsurface Utility Engineering (SUE)

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

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

Assumption: Any additional SUE is to be determined.

E. Field Edit and Site Photographs

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

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

F. Supplemental Survey

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

Assumption: ~~XXX~~ (#) additional days of supplemental survey will be required.

G. Base Mapping and Drawings

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

Base mapping shall include but not limited to the following:

1. 1" = 40' scale base map when plotted on 11"x17" plans
2. All topographic features collected in Section 1.202.A through Section 1.202.F.
3. Existing right-of-way (highway boundary lines) based on City monuments
4. Existing easements
5. Approximate property lines (The **City** will provide the Consultant with a CAD file from the City Maps & Survey database)
6. Existing contours at 0.25 foot interval
7. Reputed property owner names and addresses (The **City** will provide the Consultant with a CAD file from the City Maps & Survey database. The **Consultant** will modify as necessary [i.e. overlapping text, rotating text, etc.]).
8. Pavement edge and curb material information throughout the project limits

9. All survey monuments shall be clearly identified on the base mapping with monument numbers (Contact City Maps & Survey for numbers)
10. Swing ties for all impacted survey monuments within the project limits
11. All survey control points shall be shown on the base map
12. If necessary, supplement base map utilizing existing record drawings, GIS mapping, planimetric maps and topographic maps as available from the City, County, State.

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

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

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

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

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

I. Standards

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

J. Determination of Existing Conditions

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

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

1. Utilities

The **Consultant** shall contact 811 Dig Safely NY to acquire a design ticket and obtain utility contacts and record mapping. The **Consultant** shall coordinate with all utilities to ensure all utility appurtenances (above and below ground) are shown completely and accurately on the plans within the project limits. Condition assessment of existing utilities shall be completed by the respective utilities companies. The **Consultant** shall review the condition of utilities with their

respective owners. All planned improvements must be noted so that construction efforts can be coordinated between the City and third parties. The **Consultant** shall coordinate and receive verification in writing from all utilities that their facilities are mapped correctly and completely on the plans and shall forward the documentation to the City for filing purposes.

Refer to Section 1.201.H for additional requirements.

2. Railroads

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

Refer to Section 1.201.I for additional requirements.

3. City Street Lighting

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

4. Water

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

5. Sewer

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

6. Sidewalk and Curb

The **Consultant** shall conduct on-site field reconnaissance to identify the existing conditions of sidewalks and curbs that are anticipated to remain within the project limits (i.e., on streets adjacent to the expressway corridor, where milling and resurfacing are occurring). Spot sidewalk replacement shall be identified per the City's *Hazardous Sidewalk Repair Program* criteria:

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

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

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

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

7. Accessible Curb Ramps

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

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

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

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

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

8. Driveway Openings

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

9. Traffic Features

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

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

approval of Signage and Pavement Marking and Traffic Signal Plans with MCDOT and NYSDOT (as necessary).

The **Consultant** shall prepare a technical summary documenting the existing conditions and recommended treatments for submission to and review by the City, MCDOT and NYSDOT (if necessary). The technical summary may be provided between the 30% and 50% submissions. (Note: 50% plans not included in this agreement.)

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

10. City Trees

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

11. Retaining Walls

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

K. Traffic Counts, Traffic Studies and Analysis

A traffic analysis was conducted for the preferred design concept during the ILN Transformation Planning Study. This analysis is included in the Planning Study appendices. The **Consultant** shall review and incorporate into the Scoping Report and/or DAD as appropriate. The **Consultant** shall collect additional traffic data and complete a comprehensive regional-based traffic model. The **Consultant** shall propose a type of model(s) to be employed and discuss potential off-model adjustments, approaches to calibration, and other technical considerations. The project-based traffic model shall include multimodal traffic counts, turning movements, speed, vehicle classification, delays, origin/destination survey, forecasts, accident data, pedestrian usage, signal phase timings, land use and development analysis, and forecasts. The **Consultant** shall review and analyze the comprehensive project-based traffic model for corridor impacts, adjoining system impacts, and individual intersection impacts. The traffic impact analysis will be used to select all feasible alternatives and associated improvements to adjoining facilities for further, more detailed analysis. It is assumed that additional data collection will be required not only in the primary study area but also on adjacent facilities which are shown as being impacted by the existing regional-based traffic model from the Planning Study. It is assumed that the regional-based model from the Planning Study will be updated and refined to develop the comprehensive regional-based traffic model. The **Consultant** shall develop and submit draft and final traffic study reports and meet with the **City** and various agencies to discuss, review and collaborate on the results of the traffic study; present the feasible alternatives to the public and solicit comments; and review and incorporate any and all relevant comments in the final report.

L. Parking Counts, Parking Studies and Analysis

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

M. Capacity Analysis

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

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

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

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

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

Assumption: *Capacity Analysis will be performed at all signalized intersections within the project limits.*

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

N. Crash Data and Analysis

The ILN Planning Study included a Crash Analysis (Appendix 5) for crashes between August 1, 2014 and July 31, 2019. The **Consultant** shall that incorporate that analysis into the Project Scoping Report and / or DAD as appropriate and conduct additional analysis on crashes within the project area for subsequent years as available. The **City** will provide more recent crash records in MV-104A format to facilitate preparation of collision diagrams. The **Consultant** will obtain a copy of MCDOT's current average crash rates and prepare collision diagrams and associated summary sheets, and note any clusters of crashes or patterns implying inadequate geometrics, or other safety problems, within the project limits.

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

Assumption: *An update of the crash analysis in the ILN Planning Study will be performed for all intersections within the project limits.*

O. Soil Investigations

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

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

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

P. Pavement Evaluation

The **Consultant** will perform a pavement evaluation for streets within the project area that are expected to be retained in accordance with the *NYSDOT Comprehensive Pavement Design Manual* and a Geotechnical professional. Analyses will consider thickness design.

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

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

Assumption: *Project area to be determined.*

Assumption: *Anticipated approach to adjacent streets (rehabilitation, milling and resurfacing, or reconstruction) to be determined.*

Q. Areaways, Vaults and Window Wells

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

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

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

R. Investigations and Analyses NOT required

a. Hydraulic Analysis

Section 1.203 Preliminary Design (30%)

A. Design Criteria

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

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

B. Development of Alternatives

1. Selection of Design Alternative(s)

The **Consultant** shall identify and evaluate potential design alternative concepts that would meet the City's defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified. The ILN Transformation Planning Study identified six design concepts for the Expressway corridor. Concept 6, "City Grid Restoration," was identified as the preferred design concept in a comparison using more than a dozen criteria for evaluation, as well as public input. Two sub-concepts were explored for Concept 6, including an alternate connection to I-490 and removal of all connections to I-490; the final preferred concept retained all on- and off-ramp connections to I-490. The preferred concept and the sub-concepts, the five concepts that were not selected to advance, and the results of the evaluation matrix (summarized in the main report and detailed in Appendix 8 of the Planning Study) should inform development of Design Alternatives.

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

Refer to Section 1.206 for additional discussion on Complete Streets.

Design Alternatives shall consider existing and future Safe Routes to School, Priority Bicycle Boulevard Routes, Transit Signal Priority (TSP) Routes, and Adaptive Traffic Control System (ATCS) Corridors that may be within or adjacent to the project corridor. The ILN corridor is expected to include protected, high-quality bicycle facilities.

For each Design Alternative the **Consultant** shall prepare the following concept drawings:

- **Typical Sections:** 1/8" = 1' drawings showing (as a minimum) pavement, lane, median, shoulder, parking, bicycle, sidewalk, tree lawn; and right-of-way widths; ditches; gutters; curbs; and side slopes.
- **Plans:** 1" = 40' drawings showing (as a minimum) proposed stationed centerlines, limits of pavement reconstruction, limits of milling and resurfacing, curb, sidewalk, pavement

markings with lane widths, pavement width, approximate FEE lines and any other significant design elements that are known (e.g. curb bump-outs, etc.). If requested by the City, the **Consultant** shall include color shading on the drawings or substitute the drawings with a color roll plot plan. Concept Plans shall include callouts for all proposed improvements.

- **Profiles:** 1" = 40' H / 1" = 8' V drawings showing theoretical grade lines; critical clearances; vertical curve data; grades; existing and proposed elevations; high and low points; and touch down points. A single profile may be used for multiple alternatives if there are no or only minor differences between the proposed pavement width or proposed horizontal alignment. Profiles may be eliminated from this evaluation if it is determined that they will have no bearing on the alternative selection. For M&R streets that are retaining the existing profile grade line, Profiles are not required.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

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

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

Assumption: *XXX (#) design alternative concept(s) will be evaluated.*

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

2. Detailed Evaluations of Alternative(s)

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

- a. Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the HDM.
- b. Environmental constraints and potential environmental impact mitigation measures (identified under Section 1.204).
- c. Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- d. Pavement.
- e. Structures, including retaining walls, culverts, and areaways.
- f. Drainage.
- g. Maintenance responsibility.
- h. Maintenance and protection of traffic during construction.
- i. Soil and foundation considerations.
- j. Utilities.
- k. Railroads.
- l. Right-of-way acquisition requirements.
- m. Conceptual landscaping (performed by a Registered Landscape Architect).

- n. Accessibility for pedestrians, bicyclists and the disabled.
- o. Lighting.
- p. Streetscape amenities.
- q. Construction cost factors.

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

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

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

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

C. Public Engagement, Agency Coordination, and Project Meetings

The **Consultant** shall prepare a joint Public Involvement /Agency Coordination Plan to provide structure, format, and timing for a robust public engagement process and continuous inter-agency coordination. The joint plan will describe the types of engagement activities, tools, timelines, deliverables and anticipated parties to be engaged in various aspects of outreach. These documents, once approved by the **City**, will serve as guides for engagement and coordination activities over the course of the design process. The Public Engagement Plan and Agency Coordination Plan may be modified to accommodate new ideas and approaches presented over the course of the project.

Potential engagement activities anticipated to inform the design process are summarized below. The **Consultant** will be responsible for coordinating with the City to ensure the timely execution of engagement efforts. The **Consultant** will be responsible for promotional materials, meeting agendas, meeting materials, facilitation and providing summaries/outcomes of engagement activities.

A. City Coordination Meetings

The **Consultant** will facilitate regular coordination meetings with the City to review project progress, status and discuss work products. We anticipate weekly or biweekly coordination calls/meetings to ensure the project stays on schedule. The **Consultant** shall be responsible for coordinating participation with members of the project team. The **Consultant** shall prepare and distribute draft project materials to the **City's** project team for review and comment.

B. Technical Advisory Committee (TAC) Meetings

The **Consultant** shall facilitate up to **XXX** TAC meetings over the duration of the design process, scheduled approximately **XX** weeks apart. Meetings shall coincide with key decision-making points and milestones in the design process.

C. Community Advisory Committee (CAC) Meetings

The **Consultant** shall facilitate up to **XXX** CAC meetings over the duration of the design process. The **Consultant** will convene the CAC at key milestones to gather feedback, solicit direction and maintain open channels of communication.

D. Stakeholder / Advisory Meetings

The **Consultant** shall work with the **City** to identify key stakeholders to engage in 1-on-1 and topic-specific small group meetings. Stakeholder meetings will occur early in the process and reoccur as needed to maintain lines of communication and ensure key stakeholder groups are informed of project progress.

E. Go To Them Engagement

The **Consultant** and **City** shall attend up to **XXX** meetings with neighborhood groups and other organizations with a vested interest in the future of the ILN project. We will attend previously scheduled meetings, or specially scheduled meetings, at times and locations convenient to targeted groups. In order to facilitate Go To Them Engagement, the **Consultant** may identify Community Liaisons to assist with this outreach, which will also serve to build local capacity and ownership in the process.

F. Consultant will facilitate up to XXX pop-up events at key points in the design process to provide informal opportunities to engage community members in dialogue about the project and inform community members about formal public engagement opportunities. Specific timing and locations for pop-up events will be determined during the preparation of the Public Engagement Plan.

G. Utility / Agency Review Meetings

The **Consultant** shall meet with Utilities/Agencies and others designated by the City and prepare minutes of the meetings.

H. Public Workshops

The **Consultant** will facilitate **XXX** public engagement activities, which may include a range of inter-related programming, including design workshops, walking tours, and informational sessions. Specific programming of engagement events will be defined in the Public Engagement Plan.

For all meetings, the **Consultant** will provide visual aids and present a technical information to guide discussion and the exchange of ideas. The **City** will arrange for the location of public events. The **Consultant** will assist the City with appropriate notifications. In-person events are preferred format, but **Consultant** team can make necessary accommodations for virtual engagement efforts, as deemed necessary based on health conditions within the community.

I. Project Website

The **Consultant** shall maintain the project website for the duration of the contract. The **City** will provide information necessary to regularly update and maintain the website. The **Consultant** will be asked to provide materials to share on the website. The website will serve as a portal for public facing project information and may include interactive components to solicit feedback on design concepts. Updates will be reviewed and approved by the **City** before publication.

D. Preparation of Draft Design Approval Document (DAD)

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

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

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

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

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

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

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

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

- **Cover Sheet**
- **Plan Sheet Layout and Index of Drawings**
- **Legend, Abbreviations, Line and Point Symbolology**
- **Typical Sections:** See Section 1.203.B.1 for requirements including pay item call-outs
- **Plans:** See Section 1.203.B.1 for requirements including sewer structure numbers.
- **Profiles:** See Section 1.203.B.1 for requirements including side street profiles for all intersecting roads within the project limits may be eliminated from the 30% plan set if it is determined that they will have no bearing on the preferred alternative selection. They can instead be included in the 50% plan set. For M&R streets that are retaining the existing profile grade line, Profiles are not required.
- **Pavement Marking and Signing Plans:** 1" = 40' showing (as a minimum) existing and proposed pavement markings with lane widths; existing signage; existing and proposed traffic signal detection and equipment; limits of pavement reconstruction; and limits of milling and resurfacing.
- **Other Drawings:** The **Consultant** shall coordinate with the City to determine if there any other drawings that may be necessary for Utility and other Agencies to complete their initial review, such as Utility Plans with preliminary water main layout.

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

F. Preparation of Final Design Approval Document (DAD)

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

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

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

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

The **Consultant** shall compile and submit to the City, eight (8) hard copies of the Final Design Approval Document (DAD) and in electronic (PDF) format.

G. Meetings

Refer to Section 1.203.C.

H. Utility and Railroad Coordination

Refer to Sections 1.201.H and 1.201.I

Section 1.204 Environmental

A. NEPA Classification

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

The project is assumed to be a **NEPA Class II** action, Categorical Exclusion. The **Consultant** will verify the anticipated Classification, complete the NEPA Checklist, and forward the completed checklist to the City for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination.

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

B. SEQRA Classification

The project is assumed to be a **SEQRA Type I**. The **Consultant** will assist the City in complying with SEQRA (6 NYCRR Part 617) and verifying the anticipated Classification. The **Consultant** tasks include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting an Environmental Assessment(s).
- Drafting a negative declaration.
- Drafting a positive declaration.
- Drafting notices.

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

Assumption: *The lead agency for SEQRA will be the City of Rochester.*

Assumption: *The SEQRA classification is Type I.*

C. Design Alternatives - Social, Economic, and Environmental Analyses and DAD Documentation

In accordance with the requirements and format of the applicable section of the *PDM*, the **Consultant** shall analyze all design alternatives and the null alternative with regard to environmental, social, and economic issues (including beneficial and adverse impacts) and document all analyses in the DAD. Wherever appropriate the **Consultant** shall describe proposed measures to avoid, minimize, or mitigate impacts.

The analyses and reporting shall be performed and presented in accordance with instructions in FHWA Technical Advisory T6640.8A (10/30/87) or current replacement policy.

The information may be organized either sequentially for each alternative or (where there are few alternatives) sequentially for each category.

Environmental Justice

The **consultant** shall study the effects of the project on Environmental Justice in accordance with Executive Order (EO) 12898 and other relevant guidance. Environmental Justice discussion and documentation shall be included in Social Consequences of the DAD, as appropriate.

D. Smart Growth

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

E. Screenings and Preliminary Investigations

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

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

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

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

F. Detailed Studies and Analyses

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

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

Assumption: *Consultant to determine what detailed studies or analysis are required. Anticipated work may include but is not limited to:*

- a. General Ecology and Endangered Species
- b. Cultural Resource Survey
- c. Noise Study
- d. Air Quality Study
- e. Energy Analysis
- f. Visual Impact Assessment
- g. Hazardous Waste
- h. Smart Growth
- i. City of Rochester Complete Streets Policy

G. Environmental Permits and Approvals

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

- a. NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- b. NYSDOT Highway Work Permit
- c. NYSDOH Application for Public Water Supply Improvement
- d. NYSDOH Application for Sanitary Facilities (SAN 72 and SAN 65)

Assumption: Consultant to determine necessary Permits.

H. Public Hearing

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

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

I. Meetings

Refer to Section 1.201.B

J. Utility and Railroad Coordination

Refer to Sections 1.201.H and 1.201.I

Section 1.205 Right-of-Way

There may be a need to acquire additional property and convert City-owned properties to additional right of way (ROW) in order to construct the proposed street improvements. The NYSDOT Office of Right of Way will perform ROW Incidental and Acquisition tasks for the project. The **Consultant** will provide support to the NYSDOT and the City. ROW-related work shall follow all ROW requirements in the LPM, HDM, PDM and ROW Mapping Procedure Manual including but not limited to the Uniform Act and NYS EDPL. All required ROW documents/tables shall be included in the DAD as outlined in the PDM.

A. ROW Survey Record Research and Analysis

The work in this subsection occurs during the Preliminary Engineering Phases I-IV.

The **Consultant** will perform records search and survey needed to accurately determine existing right-of-way limits and establish property lines. For establishment of existing ROW (Highway Boundaries), existing property lines and easements, refer to Section 1.202.G.

The NYSDOT Office of Right of Way will order title data to determine the ownership and other possible interests in all property to be acquired, including all liens and encumbrances.

B. Preliminary ROW Mapping

The work in this subsection occurs during the Preliminary Engineering Phases I-IV.

The **Consultant** will meet with the City and State Office of ROW to discuss the types of right-of-way acquisitions required and the limits of acquisition lines. The **Consultant** will prepare acquisition maps in accordance with format provided by NYSDOT and will be reviewed by NYSDOT ROW Mapping.

1. Abstract Request Map

Consultant tasks will include, but not be limited to, establishing proposed ROW lines, preparation of the Acquisition Request Map (ARM) including any revisions, and preparation of ROW acquisition table for each viable design alternative. ARM will be reviewed by NYSDOT ROW Mapping. In submitting the Abstract Request Map for Department approval, The Consultant shall include the latest deed of record for each property to which a Temporary Reference Number has been assigned.

2. Conceptual Stage Relocation Plan

If relocations are required, preparation of a Conceptual Stage Relocation Plan will be required. This will be prepared by the NYSDOT Office of Right of Way.

3. Take-Line Review

The **Consultant** shall determine the limits and types (e.g. FEE, PE, TE) of proposed acquisitions, in conformance with guidance provided in Section 5.5 of the Highway Design Manual (HDM).

The **Consultant** shall prepare materials (design plans with proposed ROW acquisition lines) and participate in Taking Line Review meeting(s) as described in Section 5.5 of the HDM. Proposed ROW lines shall be revised in response to the City and State's review. Temporary Easements shall not be combined with Fee or Permanent Easement acquisitions.

C. Detailed ROW Mapping

The work in this subsection occurs during Detailed Design Phase V.

1. Final ROW Lines and Acquisitions

The **Consultant** shall incorporate all final ROW lines and acquisitions into the project plans, as required in Section 5.5 of the HDM. The map and parcel numbers shall be shown. A "Table of Right of Way Acquisitions" and other applicable Miscellaneous ROW Tables (e.g. Survey Monuments) (see Chapter 21 of the HDM) shall be prepared and submitted to the City and State Office of ROW.

Temporary Easements shall not be combined with Fee or Permanent Easement acquisitions.

2. Right of Way Impact Sketches

The **Consultant** shall prepare ROW Impact Sketches at the request of the NYSDOT Office of Right of Way to assist with negotiations.

3. Right of Way Maps

The **Consultant** shall prepare and submit to the City the following ROW Maps (see Chapters 5, 7 & 8 of the ROW MPM), and shall revise them as necessary in response to the City's review prior to submitting to the State for their review and comment:

- Fee Maps
- Temporary Easement (TE) Maps
- Permanent Easement (PE) Maps
- Abandonment Maps
- Transfer of Jurisdiction (T) Maps
- Conveyance (C) Maps
- Deed (D) Maps

Temporary Easements shall not be combined with Fee or Permanent Easement acquisitions.

All City and State review comment revisions shall be incorporated into the final maps. Final maps shall be provided both on paper and mylar media. Digital records shall be in the format described in Attachment D – City Digital Record File Standards.

4. Highway Boundary (Right-of-Way) and Proposed Acquisitions

The **Consultant** shall include the Highway Boundary (Right of Way) information on the design plans for the project (see Chapter 6 of the ROW MPM), and shall revise it as necessary in response to the City's and State's review or to reflect all ROW acquisition changes.

The **Consultant** shall also refer to the LPM, HDM and PDM for any additional ROW requirements.

D. Right-of-Way Cost Estimates

The NYSDOT Office of Right of Way will complete the 353c ROW Incidentals cost estimate during Preliminary Engineering. The 353c will be updated by NYSDOT during Detailed Design to include the ROW acquisition cost estimate. A cost estimate is required for all alternatives being considered. The **Consultant** will provide assistance on any updates to the estimates, as necessary.

E. Property Appraisals

The NYSDOT Office of Right of Way will prepare property appraisals establishing an opinion of value for any damages caused by the acquisition(s).

F. Appraisal Review

The NYSDOT Office of Right of Way will perform the property appraisals for this project. The NYSDOT appraisal reviewer will recommend a value of "just compensation" to the City.

G. Negotiations and Acquisition of Property

The NYSDOT Office of Right of Way will perform negotiations with property owners for the acquisition of their property.

H. Right-of-Way Clearance Certificate

The NYSDOT Office of Right of Way will complete the Right-of-Way Clearance Certificate to be transmitted to the NYSDOT. The Right-of-Way Clearance Certificate must be approved and signed by the City Engineer and the NYSDOT Real Estate Officer prior to Construction Authorization and Advertisement.

I. Property Grading Releases

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

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

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

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

J. Property Encroachment and Property Impact Sketches

The **Consultant** shall prepare property encroachment sketches for all properties that have privately owned features that encroach within the right-of-way. These sketches will be utilized by

the City Zoning Division to inform owners that they are responsible for removing the encroached feature prior to construction.

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

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

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

K. Right-of-Way Assumptions

1. The project will require ~~XXX (X)~~ property acquisitions (easements or fee takings)
2. The project will require ~~XXX (X)~~ property grading releases
3. If required, Relocation Assistance will be performed by the NYSDOT Office of Right of Way with the assistance of the City.
4. If required, Property Management will be performed by the City

L. Meetings

Refer to Section 1.201.B

M. Utility and Railroad Coordination

Refer to Sections 1.201.H and 1.201.I

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

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

A. Complete Streets

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

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

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

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

B. Corridor Specific Recommendations

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

Section 1.207 Advertising, Bid Opening and Award NOT IN CONTRACT

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

Section 1.208 Construction Support NOT IN CONTRACT

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

Section 1.209 Construction Inspection NOT IN CONTRACT

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

Section 1.210 Additional Services

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

- A. If the **Consultant** is caused expense due to substantial revisions of previously approved studies, design documents, drawings or specifications, such revisions having been ordered in writing by the City, or if the scope of the project is significantly enlarged either by expansion of the project's physical limits or by increase of the **Consultant's** responsibilities.
- B. Should the City require the services of the **Consultant** as an Expert Witness on behalf of the City and request such services in writing, serving as an Expert Witness shall constitute as additional services.

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

ARTICLE I, Part 3. SUBCONTRACTS

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

ARTICLE I, Part 4. CITY RESPONSIBILITIES

The **City** shall:

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

ARTICLE I, Part 5. FEES

Section 1.501 General

- A. In no event whatsoever shall the total fee payable to the **Consultant** pursuant to this Agreement, including all costs and disbursements whatsoever, exceed **X Hundred and X thousand dollars (\$XXX,000), including design contingency.**
- B. The **Consultant** shall have the right to bill the City on a monthly basis for services performed and not already billed.
- C. The **Consultant** shall submit duly executed invoices on a monthly basis, plus supporting documentation required by the **City**, in order to receive payment.
- D. The **City** may audit the **Consultants** performance of this agreement, the adequacy of the **Consultants** accounting system, and the reasonableness of the **Consultants** overhead rates, and retain the results for New York State or Federal audit of the project. Costs claimed by or previously paid to the **Consultant** that cannot be appropriately supported or which do not comply with applicable City, New York State, or Federal regulations are subject to disallowance. Amounts paid to the **Consultant** that are subsequently disallowed are subject to recovery by the City from the **Consultant** or, at the option of the City, may be offset or reduced against current or future payment claims on this or other projects.

Section 1.502 Fee for Basic Services, Reimbursable Expenses, Fixed Fee, and Retainage

A. The following fees shall be payable to the **Consultant** pursuant to this Agreement the following shall be as initially set forth in the Schedule A:

1. Basic Services
2. Overhead Allowance
3. Reimbursable Expenses
4. Fixed Fee
5. Additional Service Allowance

B. The **City** agrees to pay and the **Consultant** agrees to accept as full payment for the work and service performed pursuant to this Agreement the following fees, payable in the following manner:

1. Basic Services Fee Computation

- a. The **Consultant's** Basic Services fee shall be computed at the rate of 100% times actual direct salary expenses based on rates approved by the City's Authorized Agent for the **Consultant's** technical and professional personnel, except for surveyors, within the phase limits shown in Schedule A.
- b. Surveyor's wages are subject to the New York State Department of Labor, Bureau of Public Works, Prevailing Rate schedules. The **City** will pay the incremental cost due to the prevailing wage rate schedules established by the New York State Department of Labor. This incremental cost and supplemental benefits may be paid either as a component of basic services or as a direct cost, provided that only one of these methods may be chosen and applied to this agreement.
- c. If the prevailing wage incremental costs and supplemental benefits are paid as a direct cost, see Section 6.02.B.6, below.

2. Overtime Premium

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

3. Overhead Allowance

An overhead allowance shall be established as a percentage of direct salary expenses for Basic Services, as described in Section 1.502.B.1 above, and shall conform to the Federal Acquisition Regulations (48 Code of Federal Regulations Part 31). The percentage is subject to audit and adjustment and shall not exceed the lowest rate of the following: that established by City or New York State Department of Transportation audits for the period being billed or the rate designated below. The rates initially estimated for progress payment billings by the **Consultant** and subconsultants for this agreement are:

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

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

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

- a. Audits of the firm conducted to establish overhead rates in accordance with Federal Acquisition Regulations or to establish adequacy of the firms accounting systems with respect to Federal regulations or Government Accounting Standards; and,
 - b. Correspondence from New York State or comparable agencies establishing overhead billing rates for Federal Aid projects, including NYS Department of Transportation pre-negotiation, pre-award, and overhead audit letters and related audit reports.
4. Consultant Overhead Approval Documentation
The **Consultant** shall submit to the City's Authorized Agent at least annually a copy of a current New York State Department of Transportation Pre-negotiation or Overhead Audit Reports, or of comparable audit reports performed by an independent Certified Public Accountant according to Government Auditing standards (GAO Yellow Book), to demonstrate that the **Consultants** rates and financial records conform to Federal Acquisition Regulations (48 CFR Part 31). (NYSDOT Form CONR385 acknowledgment letters, and pre-negotiation or overhead rate letters without the attached audit reports, are not acceptable for meeting this requirement.)

5. Fixed Fee

The Fixed Fee is within the total fee amount defined in Section 1.501.A. The Fixed Fee is a negotiated lump sum fee which in this agreement shall be as detailed in Schedule A. It is payable in proportion to the value of the completed Basic Services tasks listed in Schedule A as a percentage of the Basic Services total.

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

6. Reimbursable Expenses

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

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

If the prevailing wage incremental costs and supplemental benefits for Surveyors are paid as a reimbursable expense (see Section 1.502.B.1, above), the **Consultant** shall compute these costs as follows. The difference between the employees' normal hourly wage and the appropriate prevailing wage, plus a payroll additive applied to this difference for any incremental social security, disability, or workers compensation insurance beyond those costs applied to the normal wage, will be considered as a project-related reimbursable

expense. Regarding the wage supplement connected to the prevailing wage rate, the difference between the applicable, published wage supplement to be paid and those deductions which may be made for the employer's contributions in accordance with the Department of Labor's accepted procedures, plus a payroll additive applied to this difference as for the normal wage above, will be considered to be a project-related reimbursable expense. No overhead multiplier may be applied to these costs.

7. Payments and Retainage

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

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

8. Hourly Rates Approval

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

Section 1.503 Fee for Additional Services

- A. The **City** agrees to pay the **Consultant** for additional services performed by the **Consultant** within the maximum set forth in Section 1.501.A on the following basis:
- B. Adjustments to the Basic Services fee for extra work due to unanticipated change of scope of the project, or other extra work approved by the City's Authorized Agent, shall be made at the rate of 100% times actual payroll expenses for the **Consultant's** technical and professional personnel, plus an overhead allowance as authorized in Section 1.502.B.3, plus a Fixed Fee subject to the approval of the NYSDOT;
- C. Adjustments to the Basic Services fee for additional work which is within the original or amended scope of the agreement may be approved at the sole discretion of the City's Authorized Agent; such adjustment will be calculated as above, however, no Fixed Fee adjustment will be allowed.
- D. The **City** shall pay the **Consultant** as an expert witness at the rate of \$400.00 per day for any day or portion thereof for which the **Consultant** is required to appear as a witness.
- E. The **City** shall pay the **Consultant** to provide property survey and preparation of plots and legal descriptions at \$350 per plot.

- F. Should the City utilize the **Consultant** to provide Resident Project Representation services, the construction phase services portion of this Agreement shall be terminated and shall be negotiated in the subsequent agreement for Resident Project Representation services.
- G. Should anticipated payments for additional services calculated on these bases, cause the total of the agreement to exceed the maximum set forth in Section 1.501.A, the **City** will seek approval to issue the **Consultant** an amendatory agreement describing the additional services and providing compensation there from any necessary City, State, and Federal authorities.

Section 1.504 Fee Administration

- A. The Authorized Agents can mutually agree to amend Schedule A in writing for phase changes, allocation modifications or for Additional Services within the maximum authorized amount set forth in Section 1.501.A.
- B. The City's Authorized Agent is authorized to request in writing such additional services as the Agent deems necessary, within the maximum authorized amount set forth in Section 1.501.A.

ARTICLE I, Part 6. TERM

This Agreement shall commence upon execution by the parties and shall continue until six (6) months after final acceptance of the Project. However, no such termination shall relieve the **Consultant** of any outstanding duties imposed by the Agreement, including the requirement to hold the City harmless and to maintain insurance coverage insuring against loss arising out of the Project, and requirements for audits and recovery of disallowed costs.

ARTICLE I, Part 7. TIME OF PERFORMANCE

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

ARTICLE I, Part 8. REMOVAL OF PERSONNEL

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

ARTICLE I, Part 9. AUTHORIZED AGENT

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

Holly E. Barrett, P.E., City Engineer
City of Rochester
Department of Environmental Services
Bureau of Architecture and Engineering
30 Church Street, Room 300 B
Rochester, New York 14614-1279

B. The **Consultant** hereby designates:

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

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

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

ARTICLE I, Part 10. OWNERSHIP OF DOCUMENTS

A. Documents and Delivery

All original analyses, reports, graphics, estimates, quantity backup, design notes, drawings, specifications, survey maps, CAD files, etc. prepared by the **Consultant** under this Agreement, upon completion of the work required herein, will become the property of the City and shall be delivered to the City's Authorized Agent in digital format. The **Consultant** shall provide a complete reproducible hard copy of these documents if requested by the City's Authorized Agent.

B. Digital Format

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

ARTICLE I, Part 11. CONFIDENTIALITY

Section 1.1101 General

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

Section 1.1102 Freedom of Information Law

Disclosures required by New York's Freedom of Information Law ("FOIL") shall not be considered a breach of any confidentiality provisions in this Agreement. Should **Consultant** provide the City with any records it deems confidential and exempt from FOIL, **Consultant** shall clearly mark such

portions of those records as confidential and exempt from FOIL disclosure. Upon any request for disclosure of information so marked, the **City** will inform **Consultant** of the request and give **Consultant** ten (10) business days to submit a written statement of necessity for exempting the records from disclosure pursuant to New York Public Officers Law 89(5). As required by the Public Officers Law, the **City** will issue a determination as to disclosure within seven (7) business days. If the City determines that the records must be disclosed, **Consultant** may appeal the City's determination within seven (7) business days. Thereafter, the **City** shall respond to **Consultant's** appeal within ten (10) business days. If the City issues an adverse determination, **Consultant** may appeal the decision within fifteen (15) days of service by commencing an Article Seventy-Eight (78) proceeding under New York's Civil Practice Law and Rules.

ARTICLE I, Part 12. ORGANIZATIONAL CONFLICT OF INTEREST

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

ARTICLE II

ARTICLE II, Part 1. Qualifications, Indemnity and Insurance

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

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

Section 2.102 Consultant's Liability

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

Section 2.103 Professional Liability Insurance

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

Section 2.104 General Liability Insurance

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

Section 2.105 Workers' Compensation and Disability Benefits Insurance

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

Section 2.106 Copyright or Patent Infringement

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

Section 2.107 No Individual Liability

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

ARTICLE II, Part 2. Specific Design Restrictions

Section 2.201 Environmental Policy

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

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

ARTICLE II, Part 3. Employment Practices

Section 2.301 Equal Employment Opportunity and MWBE and Workforce Utilization Goals

A. General Policy

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

B. Definitions

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

C. Compliance

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

1. The Consultant agrees that he will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status in the performance of services or programs pursuant to this Agreement, or in employment for the performance of such services or programs, against any person who is qualified and available to perform the work in which the employment relates. The Consultant agrees that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship.
2. The Consultant agrees that its employment practices shall comply with the provisions of Chapter 63 of the Rochester Municipal Code, which restricts inquiries regarding or pertaining to an applicant's prior criminal conviction in any initial employment application.
3. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.
4. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

D. MWBE, SDVOB and Workforce Utilization Goals

The City of Rochester has established a policy to promote the growth and development of Minority and Women Business Enterprises (MWBE) and to improve employment opportunities for minorities and women and has adopted MWBE goals and minority workforce participation goals that apply to public works and professional services consulting agreements with a maximum compensation exceeding \$10,000 pursuant to Ordinance No. 2018-54. Ordinance No. 2018-54 established the goal that MWBE's receive 30% of the total annual contract awards with aggregate minority and women award goals of 15% each. Ordinance No. 2018-54 further established annual aggregate workforce goals of 20% Minority and 6.9% Women.

Because this is a NYSDOT-funded project, the City MWBE Officer has determined that MWBE and workforce goals for this project are derived from NYSDOT's Agency MWBE Goal Plan established pursuant to New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145. In addition, Service-Disabled Veteran-Owned Business (SDVOB) goals are derived from New York State Executive Law Article 17-B.

a. ***MWBE and SDVOB Goals.*** Professional service agreements (PSAs) in furtherance of State-issued, non-federally-aided grants must include goals for awarding a percentage of the PSA to minority- and women-owned (MWBE) businesses. For contracts greater than \$25,000 for design and construction-related professional services (architectural / engineering), NYSDOT's anticipated goals for 2022-23 are 20% for M and 10% for W.

NYSDOT also has established a goal that 6% of non-federal aid consultant contracts be awarded to SDVOBs.

b. ***MWBE, SDVOB, and Workforce Reporting.*** The City MWBE Officer has determined that the selected Consultant will be required to submit reports on MWBE and SDVOB utilization using the NYSDOT Equitable Business Opportunities (EBO) website at <https://ebo.dot.ny.gov/>.

The Consultant will be expected to employ a diverse workforce on the project. The selected Consultant will be required to submit a workforce utilization staffing plan on forms designated by the City under the Professional Service Agreement. The consultant may be required to file City provided forms quarterly, or as otherwise required by the City. Examples of all forms are on the City's website at: <http://www.cityofrochester.gov/mwbe>.

Section 2.302 Title VI of the Civil Rights Act of 1964

The City of Rochester hereby gives public notice that it is Municipality's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration

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

Section 2.303 The MacBride Principles

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

Section 2.304 Compliance with Labor Laws

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

Section 2.305 Living Wage Requirements

A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the

“Rochester Living Wage Ordinance”, in the event that payments by the City to the Consultant under this Agreement shall exceed fifty thousand dollars (\$50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to more than fifty thousand dollars (\$50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

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

C. Exemption

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

ARTICLE II, Part 4. Operations

Section 2.401 Compliance with Air and Water Acts

The Consultant and any and all subcontractors agree as follows:

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

- D. The Consultant warrants to the City that it has not been convicted under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

Section 2.402 Political Activity Prohibited

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

Section 2.403 Lobbying Prohibited

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

Section 2.404 Anti-Kickback Rules

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

Section 2.405 Withholding of Salaries

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

Section 2.406 Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because the person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify at any

proceeding relating to the labor standards applicable hereunder to that person's employer.

Section 2.407 Status as Independent Contractor

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

ARTICLE II, Part 5. Documents

Section 2.501 Patents and Copyrights

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

Section 2.502 Audit

The Consultant agrees to maintain sufficient on-site records and information necessary for the documentation of any and all facets of program operation specified by this Agreement. The Consultant shall maintain all books, documents, papers and other evidence pertinent to the performance of work under this Agreement in accordance with generally acceptable accounting principles, and 40 CFR Part 30 in effect during the term of this Agreement. The Consultant agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement by authorized representatives of the City and further agrees to provide necessary staff support to the performance of such audit. The Consultant agrees to maintain for a

period of six (6) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this Agreement; however, this period shall be extended beyond six years for any and all records and information pertaining to unresolved questions, which have been brought to the Consultant's attention by written notice by the City. The Consultant agrees to furnish to the City data to include but not be limited to, intake records, status change notices, termination notices, and follow-up records. Said reports will be submitted periodically as required by the City.

Section 2.503 Content of Sub-Agreements

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

ARTICLE II, Part 6. Termination

Section 2.601 Termination for Convenience of the City

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

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

Section 2.602 Termination for Default

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

that the default was excusable the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Agreement entitled "Termination for the Convenience of the City."

- F. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE II, Part 7. General

Section 2.701 Prohibition Against Assignment

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

Section 2.702 Compliance with All Laws

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

Section 2.703 Successors

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

Section 2.704 Interest of City and Consultant in Contract

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

Section 2.705 Permits, Laws and Taxes

- A. In the event that services performed by the Consultant for the City are subject to taxation under Article 28 of the Tax Law (sales and compensating use tax) the Consultant shall receive from the City the material necessary to obtain a tax exempt certificate upon written request.

- B. The Consultant shall pay all taxes, applicable to the work and materials supplied under this Agreement, it being understood that in no case shall any such tax be borne by the City, except as provided in subparagraph A. above.

Section 2.706 Obligations Limited to Funds Available

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

Section 2.707 Extent of Agreement

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

Section 2.708 Law and Forum

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

Section 2.709 No Waiver

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

Section 2.710 Severability

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

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

THE CITY OF ROCHESTER

BY: _____
Malik D. Evans, Mayor

CONSULTANT

BY: _____
Name: _____

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