

REQUEST FOR PROPOSALS FOR:

**Rochester Water Works Building Renovation and
Gorge Vertical Access at High Falls**

**City Bldg. No. 9.60
City Project No. 22047**

Issued: January 24, 2023



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

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

**Architectural Services Division
414 Andrews Street
Rochester, New York 14604**

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GENERAL INFORMATION

PROJECT TITLE: Rochester Water Works Building Renovation and Gorge Vertical Access at High Falls

LOCATION: Rochester Water Works Building
74 Browns Race, Rochester NY 14614
Browns Race Historic District

OWNER: City of Rochester, NY

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

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

PROJECT TIMETABLE:

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

- | | |
|--|-------------------|
| • RFP Release | January 24, 2023 |
| • Site Walkthrough | February 7, 2023 |
| • Deadline for questions | February 10, 2023 |
| • Response to questions submitted | February 17, 2023 |
| • Proposals due | March 10, 2023 |
| • Consultant Selection & Award Notification | March 2023 |
| • City Council Approval of Agreement with Consultant | June 2023 |
| • Agreement Start Date | July 2023 |

Design and construction timetable:

- | | |
|--|-----------------------|
| • Site Reconnaissance & Programming | July – August 2023 |
| • Schematic Design | Sept. – Nov. 2023 |
| • Design Development/SEQRA | Dec. 2023 – Jan. 2024 |
| • Contract Documents/Permits | February – April 2024 |
| • Bid Phase & Selection of Construction Contractor | May - July 2024 |
| • Construction Phase Services: CA and/or RPR | TBD |
| • Commissioning | TBD |

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

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

SUBMISSION DELIVERY INFORMATION:

One (1) electronic proposal and five (5) proposal hard-copies are to be submitted no later than **Friday, March 10, 2023 at 4:00 p.m.** to:

Jason VanDemark, R.A.

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

COMMUNICATIONS:

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

Jason VanDemark, R.A.

jason.vandemark@cityofrochester.gov
(585) 428-7356

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

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

PRE-PROPOSAL SITE WALK-THRU:

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

Date: Tuesday, February 7, 2023
Time: 10:00 AM
Location: 74 Brown's Race, Rochester, NY 14614

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

PROJECT BUDGET:

The current project budget is \$5,000,000 inclusive of engineering and design, construction, fees, utility charges, testing, incidentals and contingency for the project. The project is funded in part with two (2) State grants from the ROC the Riverway/Up state Revitalization Initiative administered by Empire State Development (ESD) and New York State Office of Parks, Recreation and Historic Preservation (OPRHP).

GENERAL

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

2.0 PROJECT OVERVIEW

Project Background and Details

The City of Rochester, through its Architectural Services department, is soliciting proposals from firms with experience in historic building rehabilitation and preservation and public waterfront revitalization to provide architectural and engineering design services for the renovation of the Rochester Water Works building, located in the Brown's Race Historic District, to establish a new public visitor center in High Falls.

In partnership with New York State, the City of Rochester project shall explore and develop the strategic opportunities for public access and use of the proposed High Falls State Park within the Genesee River gorge. The project includes a public access elevator into the river gorge from the Rochester Water Works building, public restrooms and a flexible multi-use community space to accommodate visitors to High Falls as part of the ongoing City of Rochester ROC the Riverway Initiative and Local Waterfront Revitalization Program (LWRP).

The project encompasses a multi-phase initiative coinciding with the development of the proposed High Falls State Park. This first phase includes design for the overall project, renovation of the Rochester Water Works building, and construction of the gorge access elevator and associated infrastructure.

The Rochester Water Works, built in 1873, is a two-story, 7,000 square foot, brick façade building located at 74 Brown's Race, overlooking the scenic Genesee River waterfall and gorge. It is bordered by the Granite Mills Commons public park, the Brown's Race raceway and Pont de Rennes Bridge (historically known as Platt Street Bridge). It is a contributing building within the Brown's Race Historic District and is registered in the National Register of Historic Places. The architectural and historic elements of the building are well restored and in good condition. **"The Brown's Race Historic District represents the evolution of Rochester's industry from a dependence on water-power to steam and electricity by the end of the nineteenth century".**

The Rochester Water Works building previously housed a visitor center and interpretive history museum of the area's industrial history which closed in January 2019. This city owned property adjoins 60-68 Brown's Race, which is owned by Metro Falls Development LLC. The two buildings are separated by a shared party wall. There is also a public access easement for the observation deck at 60 Brown's Race. The Rochester Water Works building receives utility services from the adjoining 60 Brown's Race building and some of the building systems are shared including combined life safety systems, elevator, sanitary and sewer, water, gas and electric. The project shall provide separate utilities for the City-owned building as part of the project.

Project requirements:

- Provide separate building utility services and systems to the building, currently received from adjoining 60 Brown's Race building, including but not limited to, plumbing, storm and sanitary sewer, gas and electric, fire protection, elevator conveyance and communication services and systems. Timeline for installation of new utilities and

systems shall be completed during the Pont de Rennes Bridge and Brown's Race Rehabilitation project, construction anticipated to begin in 2023.

- Provide engineering evaluation of the existing building, gorge wall and site environmental and structural conditions.
- Complete an environmental impact review of the project design in accordance with State Environmental Quality Review Act and City Code Chapter 48.
- Consult with the New York State Historic Preservation Office (SHPO) before finalizing any plans for and/or designs of development of existing features at the involved properties and prior to undertaking any ground-disturbing activity (e.g., trenching, grading, demolition, new construction).
- Comply with State Participation Requirements for NYS Certified MWBEs and SDVOBs and reporting requirements.
- Employ environmentally sustainable practices of recycling of construction debris to reduce disposition in a landfill.
- Facilitate coordination with project partners and property owners and public outreach.

The City will provide any available property data, prior conceptual designs, studies and reports to aid in the design of the project to the selected design team, partial list below. The City of Rochester Department of Environmental services, Bureau of Architecture and Engineering, Division of Architectural Services will be the lead department within the City.

Additional Materials and Background Information

- National Register of Historic Places Registration Form, 1989
- Archaeological and Historic Resource Survey, 1993
- Building Condition Report, March 2013
- Instrument Survey Map, 2014
- Party Wall Easement Agreement for 60-74 Brown's Race, 2015
- Public Access Easement Agreement for the Gorge Overlook Observation Deck at 60 Brown's Race, 2015
- High Falls State Park Property Ownership Map, 2021
- Gorge Access Elevator Concept, 2021
- Pont de Rennes Bridge and Brown's Race Rehabilitation, Construction Documents, 2022

The design and construction of the project is required to follow the historic preservation guidelines established for the Rochester Water Works Building and the Brown's Race Historic District, with reviews anticipated by the New York State Historic Preservation Office and the City of Rochester Preservation Board.

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

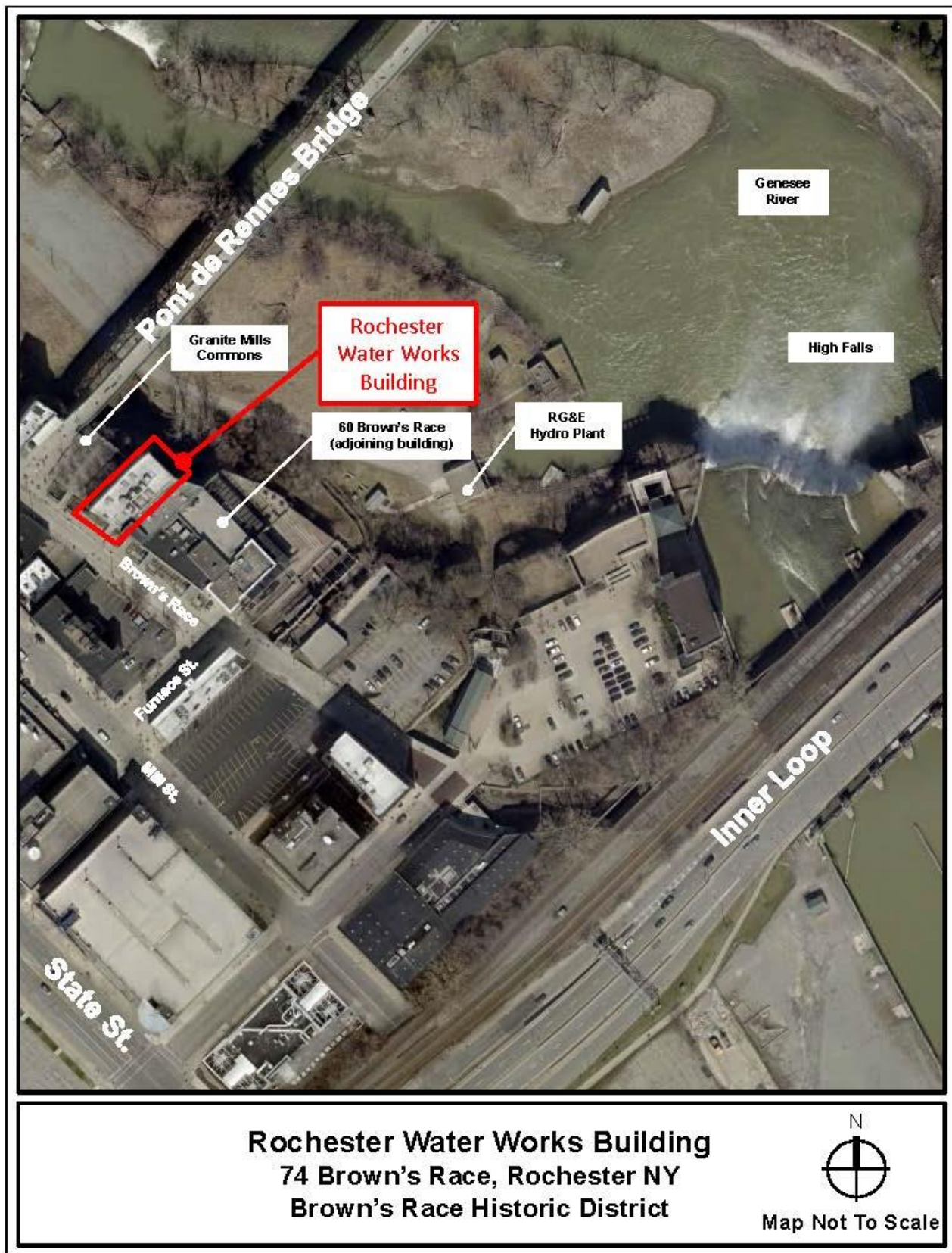
Rochester Water Works Building, built in 1873



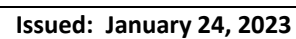
Proposed Concept for Elevator Access at High Falls from Rochester Water Works



Location Map – Rochester Water Works Building

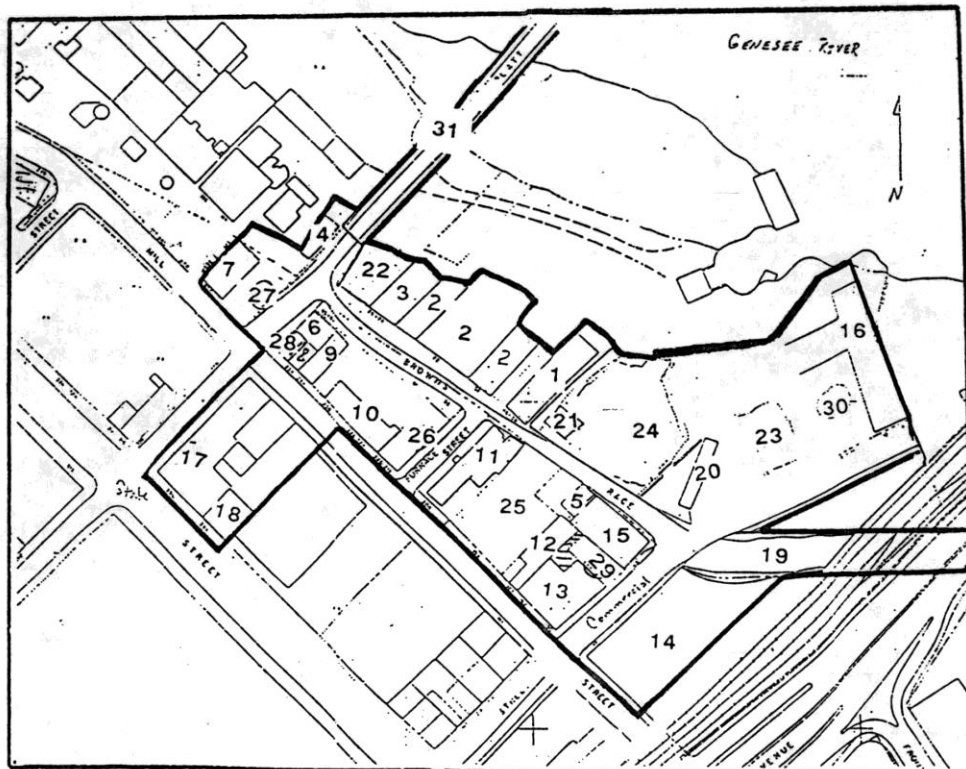


Rochester Water Works Building Renovation and Gorge Access



BUILDING AND SITE LIST
BROWN'S RACE HISTORIC DISTRICT

Map #	Building or Site	Map #	Building or Site
1	Triphammer site	18	Rochester Button Factory
2	RG&E maintenance shop	19	Brown's Race
3	1873 Rochester Water Works	20	trash rack & forebay
4	Phoenix Mill	21	blockhouse
5	J&H Screw Company	22	Granite Mill
6	Granite Mills Office Bldg.	23	cotton factory
7	Upper Falls Office Bldg.	24	Kidd Iron Works
8	234 Mill Street	25	saw factory
9	Holly Pump Station	26	Wilsea Works
10	Parry Machine Bldg.	27	Peacock Dyeing
11	Selye Fire Engine Factory	28	Dan Sohn Machine Co.
12	Lafler Bldg.	29	Calihan Bldg.
13	Phillip's Process Bldg.	30	Parson's Bldg.
14	Caldwell Plant #4	31	Platt Street Bridge
15	Caldwell Office Bldg.		
16	Gorsline Bldg.		
17	Rochester Button Factory		



DRAFT SCOPE OF SERVICES

The Consultant will enter into an agreement with the City of Rochester for the following professional services tasks that may include, at a minimum, the following:

- **General Administration**
- **Site Reconnaissance and Programming**
- **Schematic Design**
- **Design Development**
- **Contract Documents**
- **Permits/Environmental Quality Review**
- **Bidding Phase and Selection of Construction Contractor**
- **Construction Phase Services: Construction Admin. (CA) and/or RPR**
- **Commissioning**

General Administration

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

The Consultant shall notify and meet with all businesses, schools, utilities, agencies, and City agencies impacted by this project on an as-needed basis to assure full coordination with all aspects of design and throughout construction.

The Consultant shall notify and meet with various stakeholders associated with this site, including, but not limited to: involved City departments, State agencies, neighboring property owners.

Up to two (2) public meetings are anticipated for this project.

Site Reconnaissance and Programming

Perform site reconnaissance of the site to collect all physical and anecdotal information required to solidify design parameters for the project. Reconnaissance should include collection of data on existing conditions, review of previous reports, studies, record drawings, operational issues and needs, code requirements, utility capacity, etc. Consultant shall work with City and all stakeholders to identify special needs of the project that may include, but is not limited to, granting agency requirements, scheduling and utility coordination, phased construction, temporary facilities, environmental remediation, commissioning needs, preservation of historic features (Preservation Board, SHPO approval), etc.

This phase shall culminate in a Program Report. The report will include a summary of findings, a proposed design approach and any other appropriate information identified during reconnaissance. The report should include a list of all basic design parameters of the project. If multiple design options are identified, the consultant shall outline in detail and/or in table format the options, pros and cons and any other pertinent information. The report shall include a pre-design cost estimate based on findings of the Programming and Site Reconnaissance. Multiple options will be vetted during this and the schematic design phase.

Schematic Design

Upon receipt of written approval from the City for the Program Verification Report, the consultant shall prepare up to three (3) schematic design options with estimates of probable cost for review and selection by the City. Each option shall meet the design parameters identified during the programming phase. Options shall be listed in a presentable format (Matrix) to review with various stakeholders. Consultant shall work with the City and stakeholders to select preferred option, and to develop the selected schematic design to progress to the next phase.

Design Development

After the selection and City approval of the schematic design option to be progressed, the City shall issue a written order to proceed with the Design Development Phase. This phase shall include a Design Development report including drawings showing the general design and appearance of all multi-disciplinary drawings for site, civil, architectural, mechanical, electrical, plumbing, etc. Outline specifications, detailed cost estimates, fixture cuts, material selections, detailed plans and details for all disciplines shall be included.

Vetting detailed layouts options, designs, technical, detailed work items and materials choices shall be considered part of the design development phase.

Contract Documents

After City approval of completeness for design development, the City shall issue a written order to proceed with finalizing the design documents and preparation of detailed contract documents in accordance with applicable City, County, State, and Federal regulations as applicable, for all elements of work including architectural and engineering plans, details, specifications and estimates.

Contract Documents shall include bidding forms, the Contract Agreement, General Conditions, using standard City Contract boilerplates, project specifications and working drawings for the project. The bid documents are to conform with City Standards wherever applicable.

The Consultant shall prepare the specifications Division One's "front end" sections along with the City's other non-technical pages standard "front end". Information on the City of Rochester's construction documents and initiatives such as incentive programs, MWBE, living wage, etc. can also be found at the following website: <http://www.cityofrochester.gov/bidandrfp/>

Permits / State Environmental Quality Review / State Historic Preservation Office

The Consultant shall prepare all necessary permit or other approval applications and obtain the required permits or approvals as applicable. Potential permitting and approval agencies include, but are not limited to: New York State Department of Environmental Services (SEQRA), New York's State Historic Preservation Office, The United States Army Corps of Engineers, US Fish and Wildlife, and agencies of the City of Rochester such as the planning commission and City permits. **The Consultant shall meet with all applicable permitting agencies to review the design drawings and specifications and address all department comments prior to advertising for bids.** The Rochester Water Works building located in the Browns Race Historic District is listed in the National Registers of Historic Places, entered in 1989. Project plans shall be reviewed by the New York's State Historic Preservation Office for conformance with the Secretaries of the Interiors Standards.

Bidding Phase and Selection of Construction Contractor

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

The City will prepare the advertisement for bids to be placed in BidNet Direct, NYS Contract Reporter and other related publications. The Consultant shall prepare addenda as needed during the bidding phase. Such addenda shall conform to the requirements of the City's Purchasing Agent.

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

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

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

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

Product Deliverables Electronic Submission Requirements

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

Commissioning

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

1. Develop and coordinate the execution of the testing plan, observe and document performance of the Project improvements, system integration and functionality in accordance with the

documented design intent of the Contract Documents.

2. Set up and conduct scoping meeting (s) with commissioning team members.
3. Review submittals and startup procedures.
4. Develop and implement specific equipment and system functional performance testing to ensure new work is properly integrated.
5. Witness testing of selected pieces and/or systems in the presences of City personnel, and coordinate re-testing, if required.
6. Pre-approve and oversee staff training and system documentation.
7. Work with contractor to compile, organize, and index the commissioning data by equipment into three (3) sets of labeled, indexed, and tabbed three ring binders and deliver to the City.
8. Prepare Final Commissioning Report to be submitted in writing to the City.
9. Review and approve Operation and Maintenance Manuals from the Contractor for completeness.

Construction Administration (CA) Phase Services

The Consultant shall provide **Engineering and/or Architectural services** for the following:

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

Construction Resident Project Representation (RPR)

If requested, the Consultant shall furnish during the construction period, a Resident Project Representative. All Resident Project Representation work shall be performed under the supervision of a New York State licensed professional engineer of the Consultant **and the Architect/Engineer of Record**. The qualifications of all Consultant personnel doing work under this Agreement shall be subject to the review and approval of the City.

The Consultant shall report regularly to the City **and the Architect/Engineer of Record** on the progress and quality of the work. The Consultant shall conduct on-site observations of the general progress of the work and shall consult with the City and the contractor giving opinions, suggestions, and recommendations, based on the Consultant's observations, as to any defects or deficiencies in the contractor's work.

The Consultant shall perform technical inspection as directed by the Engineer of Record in general furtherance of the duties set forth below.

The specific duties of the Resident Project Representative shall include, but not be limited to, the following:

1. Quality Control
 - a. Execute quality control and inspection measures in accordance with project specifications, and coordinate special inspection and testing agencies activities.
 - b. Coordinate quality control with Architect/Engineer of Record.
2. Record Assembly
 - a. A list of the Contractor's suppliers and subcontractors.
 - b. A record of field samples and field samples
 - c. A complete set of contract documents with all revisions and agenda.
 - d. Shop drawing and submittal logs and a complete set of approved shop drawings.
 - e. A complete set of all correspondence and written records regarding the project.
 - f. Copies of all guarantees, certifications and operation manuals for the project.
 - g. A copy of all project schedules of all contractors as amended.
 - h. A filed and labeled set of preconstruction and construction photographs.
3. Observation
 - a. On-site observations of the work in progress.
 - b. Attend and chair pre-construction conferences and job meetings.
 - c. Consult with the City prior to and observe all on-site tests.
 - d. Observe such off-site operations as directed by the City.
 - e. Observe that all permits and licenses which are necessary have been obtained.
 - f. Conduct a final inspection of the project
4. Liaison
 - a. Transmit to the contractor the Designer's interpretation of the contract.
 - b. Transmit all modifications to drawings for creation of a set of as-built drawings.
 - c. Coordinate and monitor all material testing
 - d. Coordinate work with construction that is occurring on other adjacent projects
 - e. Receive from the Contractor weekly certified payroll records.
5. Construction Review
 - a. Construction schedules from each contractor.
 - b. Payment requisitions from each contractor for each fiscal share of the project.
 - c. Requests of the Contractor for interpretation of the Contract Documents.
 - d. Claims by each contractor.
 - e. Contractor requests regarding proposed changes to the contract documents.
 - f. Change orders including recommendations
 - g. Construction schedules and proposed work locations of any contractor.
6. Record Creation: The Consultant shall create and maintain the project records. Upon completion of the project the Consultant shall deliver a bound, categorized set of these records which shall include the following:
 - a. A list of all required permits, licenses, reviews and approvals

- b. A daily diary or log book
- c. Weekly and monthly reports
- d. Monthly progress payments (and final payment)
- e. Change Orders as required on forms approved by the City
- f. All modifications to construction schedules for the project
- g. Minutes of all meetings
- h. A final punch list of all items which remain incomplete
- i. A guarantee punch list
- j. Marked up prints, drawings and other data indicating all modifications
- k. Labeled pre-construction and construction photographs
- l. Project unit quantities apportioned by final share
- m. Water service and sewer lateral tap cards
- n. All permits of any contractor doing work within the Project limits
- o. Unless otherwise specified during project scoping, the Consultant shall submit one set of **mylar** As-Built Plans, certified by a licensed professional engineer and/or architect licensed in the State of New York, as applicable. Submission shall include three CDs with electronic versions of the As-Built Plans in both **CAD** and **PDF** formats.

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

3.0 PROPOSAL REQUIREMENTS

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

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

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

Respondents shall provide sufficient information in their written proposals to enable the City review team to make a recommendation to the Mayor. The City reserves the right to invite any or all Respondents to an interview to discuss their proposal. Any expenses resulting from such an interview will be the sole responsibility of the Respondent. The City is under no obligation to select any of the responding Respondents or to conduct the Project described herein. The City may

amend or withdraw the RFP at any time, within its sole discretion. The City shall have no liability for any costs incurred in preparing a proposal or responding to the City's requests with respect to the proposal.

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

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

Proposal Evaluation Criteria

Proposals must be succinct and all pages must be numbered. **In no case shall specified page maximums in any section be exceeded.** Boilerplate and glossy promotional materials are discouraged; any such materials deemed necessary should be included as a separate appendix and may or may not be considered as part of the evaluation. Consultant selection will be based on a rating of consultant proposals. **The criteria will be as follows: Firm Qualifications (10% Score), Technical Proposal (40% score), and Project Team Qualifications (50% score).** In addition to this, Respondents can also qualify for an additional 10% as a City Firm, an additional 10% as a MWBE firm, an additional 5-10% for MWBE sub-consultant utilization, and an additional 10% for meeting minority workforce goals. Proposers should understand that the City's MWBE and Workforce Goals apply to and will be incorporated into any agreement resulting from proposals submitted for this RFP. Please note that all consultants shall submit as part of the proposal a workforce utilization plan regardless of percentage or whether goals are met. Refer to Section 5.0 City Provisions for details.

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

Firm Qualifications (10% Score)

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

and contact information, **specific dates** when work was performed and the type of work services performed. The proposal should showcase relevant firm experience for each area of expertise the City is requesting within RFP.

Technical Proposal (40% score)

- 1) Project Understanding and Approach (8 pages max): A demonstration that the Consultant understands the proposed project and its various tasks shall be included. Provide a detailed description of the consultant's proposed unique approach. This portion of the proposal should communicate a complete in-depth understanding and approach for all services to be provided, including all multi-disciplinary architectural, structural, engineering, landscape architectural, site planning services, etc. as applicable.

Experience in design and construction related to historic structures and districts, vertical transportation generally and elevators specifically, and development of active and passive recreational facilities in a riparian environment should be emphasized. Showcase creative and innovation solutions, especially combining functionality and artistic design.

This portion should communicate the team's knowledge and experience with the City's general project policies and procedures as applicable.

- 2) Technical Approach, Scope of Work, and Schedule (6 pages max): Provide a summary of scope of services for the completion of the tasks identified in this RFP. Provide a proposed MWBE Utilization Plan. The consultant may propose alternate tasks that will meet the project objectives. A detailed Gantt chart schedule for completing the tasks outlined in the RFP along with key study tasks should be included.

Project Team Qualifications (50% score)

- 1) Team Organization: Makeup of the project team, including sub-consultants, with a detailed organizational chart. Include a description of how the project will be organized, identification of the **key** project team members by name, field of expertise, specific responsibilities on the project and the **estimated number of hours each specific individual will work on the project**. This section and the resumes below should showcase, as applicable, team member's relevant experience in historic preservation, structural design, vertical transportation, and riparian environments, as well as familiarity with the City's general project policies and procedures.
- 2) Team Resumes (1 page per team member): Include for all **key** project team members that are shown on organizational chart, including a list of *relevant* projects only, with summaries of the work they specifically performed and approximate **dates** when work was performed. Team resumes should showcase relevant experience as it relates to this project and with the City's general project policies and procedures.
- 3) Any other factors that would be helpful to the Selection Committee in evaluating the consultant for this project.

Basic Services Fee/hours

No fees or wages shall be submitted with this proposal. **An itemized breakdown of projected FTE (full time equivalent) estimated staff hours for the prime consultant and all sub-consultants must be clearly defined. All sub-consultants that are on the New York State Certified MWBE list should**

be clearly showcased. This will be used in evaluating additional weightings as outlined in Section 5.0 City Provisions.

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

- A. Site Evaluation and Programming
- B. Schematic Design
- C. Design Development
- D. Contract Documents
- E. Bidding Phase Services
- F. Construction Phase Services: Construction Administration and/or RPR
- G. Commissioning
- H. Environmental Quality Review
- I. Asbestos Survey
- J. Permits

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

Direct Reimbursable Expenses

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

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

The Consultant shall provide duplication services for all documents as a reimbursable expense.

Eligibility Qualifications and Requirements

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

4.0 City Provisions

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

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

Local Preference

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

City Funded Projects

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

MWBE Goals

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

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

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

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

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

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

Minority Workforce Goals

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

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

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

MWBE and Workforce Reporting

The selected consultant will be required to submit a workforce utilization staffing plan for meeting the workforce goals, and an MWBE utilization plan, on forms designated by the City. The plan documents will be incorporated into the agreement. The consultant shall also file City provided reporting forms quarterly, or as otherwise required by the City, to verify that MWBE goals and minority workforce goals incorporated into the agreement are achieved during the term of the agreement. Examples of all required forms are on the City's web site at: <http://www.cityofrochester.gov/mwbe/>

Other Criteria

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

APPENDIX A

State Preservation Conditions / Environmental, Historic and Smart Growth Review / Participation Requirements for NYS Certified MWBEs and SDVOBs

PRESERVATION CONDITIONS

SPECIAL CONDITIONS:

X DEVELOPMENT: The CONTRACTOR will consult with the STATE's Historic Preservation Office (SHPO) before finalizing any plans for and/or designs of development of existing features at the involved properties. Such features include buildings, structures, topography (the height, depth or shape of natural or man-made ground features), vegetation (hedges, fields, wood lots), circulation components (roads, paths, trails, parking areas), natural and man-made water features, and site furnishings and objects. Materials describing existing conditions (photographs and written narratives) will be submitted for SHPO review; subsequently, information regarding proposed work (drawings, written narratives, technical materials) also might be required.

X ARCHEOLOGY: The CONTRACTOR will consult with the STATE's Historic Preservation Office (SHPO) prior to undertaking any ground-disturbing activity (e.g., trenching, grading, demolition, new construction). Unless substantial ground disturbance can be documented, an archeological survey might be required. Documentation of prior ground disturbance, or the results of archeological testing, must be reviewed and approved by the SHPO before ground-disturbing activity occurs.

Documentation of ground disturbance should include a description of the disturbance with confirming evidence provided for SHPO review and concurrence. Confirmation can include current photographs and/or older photographs of the project area which illustrate the disturbance (approximately keyed to a project area map), past maps or site plans that accurately record previous disturbances, the land use history, and/or current soil borings that verify past disruptions to the land.

An archeological survey may consist of up to three phases. A Phase 1 survey is designed to determine the presence or absence of archeological sites or other cultural resources in the project's area of potential effect. The Phase 1 survey is divided into two progressive units of study including a Phase 1A sensitivity assessment and initial project area field inspection, and a Phase 1B subsurface testing program for the project area. If the potential for discovery of cultural materials is determined during the Phase 1, a Phase 2 or Phase 3 may be required. If not, no further investigation will be necessary.

The SHPO does not conduct cultural resources surveys. A 36 CFR 61 qualified archeologist should be retained to conduct the Phase 1 survey. The SHPO can provide standards for conducting cultural resource investigations upon request, and surveys and survey reports that meet these standards will be accepted and approved by the SHPO. Many archeological consulting firms can be found in the yellow pages or by contacting local, regional, or statewide professional archeological organizations. Phase 1 surveys can be expected to vary in cost per mile of right-of-way or by the number of acres impacted. We encourage you to contact a number of consulting firms and compare examples of each firm's work to obtain the best product.

If further archeological work is required, the following describes Phase 2 and Phase 3.

The Phase 2 survey is a detailed evaluation of an identified cultural resource that cannot be avoided by reasonable modification to the proposed project. Examination is carried out on each of the identified resources to provide adequate data to make a determination of eligibility for listing on the State and National Registers of Historic Places. The Phase 2 should include, at a minimum, information on boundaries, integrity and significance of the resource(s) and evaluation of the impact of the proposed project as well as any additional data necessary to evaluate eligibility.

If a listed or eligible resource cannot be avoided, some form of mitigation is necessary, known as a Phase 3. Mitigation may include the reduction of the direct impact on the resource as well as data recovery for the portion to be impacted. A data retrieval plan should be developed that balances resource preservation, engineering, environmental and economic concerns, while addressing research questions. The plan will need to be reviewed by the OPRHP prior to implementation. The full implementation of the data retrieval plan will ensure adequate mitigation of the resource.

X **PUBLIC ACCESS METHOD:** the SUBJECT PROPERTY is visible from a public right-of-way, therefore no additional public access is required.

ENVIRONMENTAL, HISTORIC AND SMART GROWTH REVIEW REQUIREMENTS

Approval of funding by ESD, a public benefit corporation of the State of New York, requires compliance with environmental, historic and smart growth review requirements under New York State regulations. The information below provides a brief guide to the review processes. If you have any questions about the required documentation or how to proceed in these areas, please contact ESD's Planning & Environmental Review Office at (212) 803-3252 or 3253. **Physical work on an ESD-funded project may not be started prior to the completion of any necessary environmental, historic and/or smart growth review.**

Environmental Review under State Environmental Quality Review Act (SEQRA)(6 NYCRR Part 617)

- Projects or physical activities, such as construction or other activities that may affect the environment by changing the use, appearance or condition of a site or structure require review under SEQRA. Certain listed activities are not subject to any review because they involve actions with little, if any, environmental impact, referred to as "Type II" Actions. Conversely, SEQRA also includes a list of actions that are assumed to be more apt to result in impacts, referred to as "Type I" Actions, which are subject to formal review. If a proposed action is neither listed on the Type II or Type I lists, it is referred to as an "Unlisted Action" and is also subject to review under SEQRA.
- The applicant must demonstrate compliance with SEQRA if the project does not meet the definition of a Type II Action. If SEQRA review is required for the project, the review must be completed by a lead agency such as a municipal planning or zoning board, common council, county industrial development agency, or state regulatory or funding agencies.
- Please note that if the project consists of more than one phase, a SEQRA review must be completed for all known or reasonably foreseeable phases of the project, not only the phase that is the subject of ESD funding. An environmental review of only a portion of a project constitutes improper segmentation under SEQRA and is not accepted except in special circumstances.
- Required SEQRA documentation:

If the project has already been determined to have no significant effect on the environment, the following two documents must be provided:

1. Environmental Assessment Form (EAF) –Short EAF or Full EAF, as appropriate for the project. All parts must be fully completed and approved by the lead agency that reviewed the project; and
2. Negative Declaration

(Note: If the project was approved by a lead agency on or after October 7, 2013, the new EAFs must be used and a separate Negative Declaration form is not required.)

If a Positive Declaration was made for the project, indicating that the project may have a significant adverse impact on the environment, the following documents must be provided:

1. Draft and Final Environmental Impact Statement (DEIS and FEIS) – digital copy is preferable; and

2. Lead Agency Statement of Findings

- If your SEQRA review has not yet been completed, please provide in an addendum to this application information about the status of the review and designated lead agency for the review, and submit "Part 1" of a Short EAF or Full EAF as appropriate for your project. Subsequent EAF Parts are completed by the lead agency based upon the information you include in Part 1.

For further information about SEQRA, please visit the New York State Department of Environmental Conservation's web site at <http://www.dec.ny.gov>.

Historic Review

- Projects involving a building, structure, district, or site, including underground or underwater sites, listed on or eligible for listing on the State or National Register of Historic Places (S/NRHP) must be evaluated by the State Historic Preservation Office (SHPO) of the New York State Office of Parks, Recreation and Historic Preservation in accordance with Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law.
- Buildings that are more than 50 years old and/or those that are historically, architecturally, or culturally significant, as well as project locations wholly or partially within an identified archeologically-sensitive area or a land area that typically contains archeological resources, may meet the eligibility criteria for S/NRHP listing.
- The applicant must demonstrate compliance with Section 14.09. In order to initiate the SHPO consultation process, the applicant must submit the project for review by SHPO through the Cultural Resources Information System (CRIS) found at <https://cris.parks.ny.gov/Default.aspx>. Upon completion of the SHPO consultation process, SHPO will determine whether or not the project will have an adverse impact on historical or cultural resources and will provide a letter of comment on the project.
- Required SHPO documentation:
 - Letter of No Adverse Impact determination or
 - Letter of Resolution – required if SHPO determines that the project will have an Adverse Impact on historic or cultural resources.

Smart Growth

The State Smart Growth Public Infrastructure Policy Act of 2010 requires that public infrastructure projects approved, undertaken, supported or financed by a State Infrastructure Agency, which includes ESD, to the extent practicable, are consistent with relevant Smart Growth Criteria specified in the law. Projects that involve ESD approval of funding for public infrastructure (e.g., publicly-supported roads, bridges, streetscapes, other transportation systems, drinking water, sewers, drainage systems, and utilities) will require the completion of a Smart Growth Impact Statement prior to approval of funding. (Note: Projects that only involve Excelsior Jobs Tax Credits do not require Smart Growth review.) ESD staff will advise you if a Smart Growth Impact Statement is required.

PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBES

ESD is required to comply with and implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

Approval of funding by ESD, a public benefit corporation of the State of New York, is conditioned upon and subject to the following requirements:

- a) Recipient agrees to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include contracting opportunities for *New York State certified* Minority-owned Business Enterprises ("MBEs") and Women-owned Business Enterprises ("WBEs"), collectively MWBES.
- b) For purposes of this project, ESD hereby establishes the following MWBE participation requirements:

Overall MWBE Participation Requirement: 30% (totaling no less than \$600,000)

- c) For purposes of providing meaningful participation by MWBES on the project and achieving the project goals established herein, Recipient should reference the directory of New York State certified MWBES found at the following internet address:

<https://ny.newnycontracts.com>

Additionally, Recipient may contact ESD's Office of Contractor and Supplier Diversity ("OCSD") to discuss additional methods of maximizing participation by MWBES on the project.

- d) Recipient is required to submit a completed Non-Discrimination and Equal Employment Opportunity Policy Agreement (Form OCSD-1) prior to the first disbursement.
- e) For all incentives the Recipient and any contractors or sub-contractors are required to provide to OCSD (i) an MWBE Staffing Plan (Form OCSD-2) prior to the first disbursement, where ESD's effective contribution is equal to or greater than \$250,000, and (ii) Workforce Utilization Reports (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. If the first disbursement is also the final disbursement, the Recipient may submit only the final Workforce Utilization Report. Workforce Utilization Reports must be submitted to OCSD via email in, **excel format only**, to OCSD@esd.ny.gov.

The Recipient shall also require each of its sub-contractors to submit a Workforce Utilization Report (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. The Workforce Utilization Report must be sent by email in excel format only to ESD.

- f) Recipient is required to submit an MWBE Utilization Plan (Form OCSD-4) no later than ten (10) days after the execution of this Incentive Proposal.
 - If additional time is required to prepare an acceptable and effective MWBE Utilization Plan, the Recipient may submit a written extension request to OCSD or the assigned OCSD Project Manager. The extension request must explain why additional time is needed and provide an estimated date of submission for the MWBE Utilization Plan.
 - Any modifications or changes to the MWBE Utilization Plan after the execution of this Incentive Proposal and during the performance of the project must be reported on a revised MWBE Utilization Plan and submitted to OCSD for approval.
- g) ESD will review the submitted MWBE Utilization Plan and advise the Recipient of acceptance or issue a Notice of Deficiency within twenty (20) days of receipt.
- h) If a notice of deficiency is issued, Recipient agrees that it shall respond to the Notice of Deficiency within seven (7) business days of receipt by submitting to OCSD a written remedy in response to the Notice of Deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Recipient and direct the Recipient to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals (Form OCSD-5, Waiver Request). Failure to file the Waiver Request in a timely manner may result in a finding that Recipient has intentionally or willfully failed to comply with the requirements of New York State Executive Law Article 15-A and the MWBE provisions outlined herein.
- i) ESD may find that Recipient has willfully or intentionally failed to meet the MWBE project requirements under the following circumstances:
 - 1. If a Recipient fails to submit an MWBE Utilization Plan;
 - 2. If a Recipient fails to submit a written remedy to a Notice of Deficiency;
 - 3. If a Recipient fails to submit a request for waiver; or
 - 4. If ESD determines that the Recipient has failed to document "Good Faith Efforts."
- j) Recipient shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements made subsequent to the execution of the Incentive Proposal may be made at any time during the term of the project to ESD, but must be made no later than prior to the submission of a request for final payment on the project.

- k) The Recipient understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

- l) Recipient is required to submit a periodic MWBE Compliance & Payment Report to OCSD by the 10th day following either the end of each (i) month, for construction contracts in excess of \$100,000, or (ii) quarter, for services and commodities contracts in excess of \$25,000, over the term of the project documenting the progress made toward achievement of the MWBE project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at <https://ny.newnycontracts.com>. The New York State Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and sub-vendors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. Payment information and confirmation must be submitted by the 10th day following the end of each month or quarter, as applicable. For additional information regarding this process, please contact OCSD.

Periodic compliance and payment reports may also be completed manually (Form OCSD-6, MWBE Compliance & Payment Report) and submitted to OCSD or the assigned OCSD Project Manager.

- m) "Good Faith Efforts" is the standard applied to the MWBE participation requirements in all applicable ESD incentives. Recipients shall adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include MWBE participation in all categories where MWBE participation potential exists. In order for OCSD to evaluate "Good Faith Efforts", Recipients must maintain detailed records of its efforts to include MWBEs in the performance of the project.

For additional details regarding "Good Faith Efforts," please review 5 NYCRR §142.8 (MWBE Rules and Regulations), available at:

http://esd.ny.gov/MWBE/Data/OFFICIAL_COMPILATION_OF_MWBEREGS.pdf

- n) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document "Good Faith Efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the project. The Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals and requirements set forth herein, such a finding may result in the recapture of grant proceeds. Such MWBE Recapture may be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Recipient achieved

the MWBE project goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the project.

- o) Recipient's demonstration of Good Faith Efforts shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, other applicable federal, state or local laws.

Any questions relating to the MWBE requirements stated herein may be directed to OCSD at ocsd@esd.ny.gov. Recipient may also address any inquiries relating to the above MWBE requirements to the respective OCSD Project Manager.

Forms OCSD-1 through OCSD-6 may be completed by hand, or fillable Word versions are available upon request. All forms can be found at: <https://esd.ny.gov/about-us/corporate-info>. Documents relating to MWBE requirements outlined herein must be provided to OCSD in one of the following ways:

1. In an email to ocsd@esd.ny.gov;
2. Through the New York State Contract System (<https://ny.newnycontracts.com>); or
3. By postal mail, addressed to:

Empire State Development
Office of Contactor & Supplier Diversity
633 Third Avenue, 35th Floor
New York, NY 10017

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.

PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED SDVOBS

It is the policy of ESD to comply with and implement the provisions of New York State Executive Law Article 17-B and 9 NYCRR Part 252 (SDVOB Regulations) for all State contracts, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

For purposes of this project, the Grantee is encouraged to solicit and utilize NYS certified Service Disabled Veteran-owned Businesses ("SDVOBs") for any contractual opportunities generated in connection with the project.

- a) For purposes of providing meaningful participation by SDVOBs on the project, Recipient should reference the directory of New York State certified SDVOBs found at the following internet address: <https://online.ogs.ny.gov/SDVOB/search>

Additionally, Recipient may contact ESD's Office of Contractor and Supplier Diversity ("OCSD") to discuss additional methods of maximizing participation by SDVOBs on the project.

- b) If NYS-certified SDVOB firms are utilized in the grant, Recipient is to provide a Utilization Plan to report on expected utilization ([Form OCSD-4](#)).
- c) Recipient is then required to submit a periodic SDVOB Compliance and Payment Report to OCSD by the 10th day following each end of month, for construction contracts in excess of \$100,000, or quarter, for services and commodities contracts in excess of \$25,000, over the term of the project documenting the progress made toward achievement of the project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at <https://ny.newnycontracts.com>. The Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. For additional information regarding this process, please contact OCSD. Compliance and payment reports may also be completed manually ([Form OCSD-6](#)) and submitted to the assigned OCSD Project Manager.

"Good Faith Efforts" is the standard applied to the SDVOB participation requirement in all applicable ESD incentives. As SDVOB utilization is encouraged, rather than required, for this project, Recipients are encouraged to adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include SDVOB participation in all categories where SDVOB participation potential exists. For additional details regarding Good Faith Efforts, please review section [252.2\(m\) of NYCRR 9 \(SDVOB Rules and Regulations\)](#), found at: <https://ogs.ny.gov/Veterans/>

Any questions relating to the SDVOB requirements stated herein may be directed to ESD's Office of Contractor and Supplier Diversity at OCSD@esd.ny.gov or to the assigned OCSD Project Manager.

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.

APPENDIX B

Draft Concept







DRAFT CONCEPT



DRAFT CONCEPT



DRAFT CONCEPT







DRAFT CONCEPT



DRAFT CONCEPT



EXHIBIT A

MWBE PARTICIPATION PLAN FORMS



OCSD-4

MWBE AND SDVOB UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE and SDVOB Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) and/or Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

* indicates mandatory fields

* Contractor Name: _____

Address: _____

* Representative Name: _____

Town, State & Zip: _____

* Phone: _____

* ESD Contract/Project Number: _____

* Fax: _____

RFP/RFQ/Solicitation Number: _____

* Email: _____

* MWBE Goal: MBE _____% + WBE _____% = MWBE GOAL _____%

* Total Dollar Value of Contract/Grant: \$ _____

* SDVOB Goal: _____%

1. * Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email.	2. * Check All That Apply	3. * Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available)	5. Dollar Value of Contract (if unavailable or yet undetermined, indicate \$1)
A.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			
B.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			



6. If unable to fully meet the MWBE and/or SDVOB goals set forth in the contract, the Contractor must submit a Waiver Request form, which may be obtained from the Office of Contractor and Supplier Diversity, at OCSD@ESD.NY.GOV.

PREPARED BY (Signature): _____ DATE: _____

Preparer's Name (Print or Type): _____

Preparer's Title: _____

Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLES 15-A AND 17-B, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

The MWBE Certification status of the firms listed on this form **MUST** be verified using the New York State Contract System's Directory of Certified Minority and Women-owned Business Enterprises.

This directory is available at <https://ny.newnycontracts.com>.

The SDVOB Certification status of the firms listed on this form **MUST** be verified using the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.

This directory is available at <https://online.ogs.ny.gov/SDVOB/search>.

TELEPHONE NO.:

EMAIL ADDRESS:

**** FOR OCSD USE ONLY ****

REVIEWED BY:

DATE:

UTILIZATION PLAN APPROVED?

☐ YES ☐ NO Date:

Contract No.:

Project No. (if applicable):

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

Description of Work:

NOTICE OF DEFICIENCY ISSUED?

☐ YES ☐ NO Date of Issue:

NOTICE OF ACCEPTANCE ISSUED?

☐ YES ☐ NO Date of Issue:

EXHIBIT B

WORKFORCE STAFFING PLAN FORM



OCSD-2

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

Submit with Bid or Proposal – Instructions on page 2

Contract No.:	Project Location:	Report includes Prime Contractor/Subcontractors: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor Subcontractor Name(s):
Contract Name / Details:		
Company Name: Company Address and Contract Details:		

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

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

PREPARED BY (Signature):	NAME:	ALTERNATE TEL:
DATE:	TITLE:	EMAIL:
	TELEPHONE:	OTHER:



OCSD-2

STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

General Instructions: All Contractors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (Form OCSD-2) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form for the contractor's and/or Subcontractor's total work force.

Instructions:

1. Enter the Contract or Solicitation number that this report applies to along with the name and address of your company or organization.
2. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Contractor's total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name and contact details of the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION:

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

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

OTHER CATEGORIES:

- o **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- o **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- o **GENDER** Male or Female

EXHIBIT C

DRAFT AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

Project Name: Rochester Water Works Building Renovation and Vertical Gorge Access
Project No.: 22047
Project Scope: Architectural and engineering design services
Consultant Name: _____
Agreement #: _____
Authorizing Ordinance: _____

I N D E X

ARTICLE I

Part 1. DESCRIPTION OF PROJECT

Part 2. DESCRIPTION OF PROFESSIONAL SERVICES

Section 1.201 General
Section 1.202 Basic Services
Section 1.203 Additional Services
Section 1.204 Reimbursable Services

Part 3. SUBCONTRACTS

Part 4. CITY RESPONSIBILITIES

Part 5. FEES

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

Part 6. TERM

Part 7. TIME OF PERFORMANCE

Part 8. REMOVAL OF PERSONNEL

Part 9. AUTHORIZED AGENT

Part 10. OWNERSHIP OF DOCUMENTS

Part 11. CONFIDENTIALITY

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ARTICLE II

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Section 2.102 Consultant's Liability
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- Part 2. SPECIFIC DESIGN RESTRICTIONS**
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- Part 3. EMPLOYMENT PRACTICES**
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- Part 6. TERMINATION**
Section 2.601 Termination for Convenience of the City
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Section 2.702 Compliance with All Laws
Section 2.703 Successors
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Section 2.707 Extent of Agreement
Section 2.708 Law and Forum
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Section 2.710 Severability

ATTACHMENTS

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

DRAFT

AGREEMENT

THIS AGREEMENT, entered into on the ____ day of _____, 20____, by and between the CITY OF ROCHESTER, a municipal corporation having its principal office located at CITY HALL, 30 Church Street, Rochester, New York, 14614, hereinafter referred to as the "City", and _____ **Consultant name** _____ with offices at _____ **address, ZIP** _____, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City through the Department of Environmental Services, Bureau of Architecture and Engineering desires to secure the professional services of the Consultant for the purpose of providing architectural and engineering services for the renovation of the historic Rochester Water Works Building and construction of a vertical gorge access structure and elevator, hereinafter referred to as the "Project", and

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

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

ARTICLE I

ARTICLE I, Part 1. DESCRIPTION OF PROJECT

Section 1.101 Description of Included Facilities

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

City Building No. 9.60, Rochester Water Works Building, 74 Browns Race, Rochester NY 14614

Section 1.102 General Description

The Consultant is to provide: architectural, landscape architectural, structural, mechanical, electrical, and civil engineering services.

Work tasks under this agreement shall be divided as noted below:

- A. Programming
- B. Schematic Design
- C. Design Development
- D. Contract Documents
- E. Bidding Phase Services
- F. Commissioning (If Requested)
- G. Construction Phase Services
 - a) Construction Administration
 - b) Resident Project Representation (If Requested)
- H. Reimbursable Services

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

ARTICLE I, Part 2. DESCRIPTION OF PROFESSIONAL SERVICES

Section 1.201 General

The Consultant shall provide the following services:

- A. Provide all Basic Services required for this Project including, but not limited to Existing Site Reconnaissance Survey, Schematic Design, Design Development, Contract Documents, Bid/Award Phase services, Construction Administration Services including Resident Project Representative RPR services, as applicable.
- B. The Consultant is to have on its staff and is to retain during the performance of its services all appropriate professional personnel necessary to completely and accurately perform the work and services required. Where the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work are included in the Project, such must be performed by an Architect or Engineer registered to practice in the State of New York. The Consultant shall provide a list of its employees assigned to the project which provides the employee's name and title prior to the start of work. The Consultant shall notify the City prior to changing project personnel. No changes in project managers will be made without approval of the City.
- C. The Consultant is responsible for the professional quality, technical accuracy, timely completion and appropriate coordination of all designs, drawings, specifications, testing, reports and other services furnished under this Agreement. The Consultant bears all responsibility for any errors, omissions or other deficiencies in the Consultant's designs, drawings, specifications, reports and other services and shall correct or revise any such errors, omissions or other deficiencies without additional compensation.
- D. The Consultant agrees that, where the Project will involve the design or substantial renovation, relocation, or reconstruction of, or will involve the new construction of, a building, facility, street, sidewalk, park, mall or other public area, then it will incorporate into its design, study and other work those facilities or improvements reasonably required to give handicapped persons access to and enjoyment of those facilities. Such facilities or improvements shall conform to ANSI/ICC A117.1 – 2009 "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped". Such facilities and improvements for the handicapped shall include, but shall not be limited to, access ramps to buildings, sufficiently large elevators, support rails, rest room improvements, sidewalk curb cuts at corners, and additional lighting that are reasonably a part of and necessitated by the Project.
- E. Develop and submit to the City a detailed plan and schedule for the orderly and timely completion of the requirements of this Agreement. The Consultant shall utilize appropriate graphics and illustrate the plan, i.e. bar charts, etc. All pertinent dates of meetings and submittals shall be subsequent to execution of this Agreement.
- F. The Consultant shall maintain an up-to-date, orderly assembled file of Project notes and records, including a history of design of the Project. Notes shall include correspondence, calculations, documentation, references and other material necessary for the completion of the Project.
- G. Report regularly to the City upon the progress and quality of the work. The Consultant shall conduct regular (as specified) on-site observations of the general progress of the work and shall consult with the City designated representative and the contractor giving its opinions and suggestions based on its observations, as to any defects or deficiencies in the contractors work.
- H. Prepare and furnish to the City within one week, minutes of any meetings held. Weekly, bi-weekly, or monthly progress reports may be requested.

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

Section 1.202 Basic Services

A. Programming

- 1. Consult with the City and other necessary and appropriate government units, utilities, organizations, and persons in order to ascertain the requirements of the Project, review the program prepared by the City and make necessary revisions herein.
- 2. Evaluate program data to include, but not be limited to, meetings with City staff and users to review, evaluate and establish their divisional space and functional needs (layouts, furnishings, equipment storage, etc.).
- 3. Develop relationship diagrams, highlighting priority interactions between various facility users. Review program areas for ingress and egress conditions and patterns. Learn the responsibilities and concentrated use patterns of particular programs, recommending appropriate staging of the construction phases while keeping programs operational.
- 4. Establish any building operational issues that may affect cost; i.e., security, operating hours, communication needs, etc.
- 5. Investigate, analyze and measure the existing facilities to the extent necessary to determine the information necessary for the work of the Project.
- 6. Measure and verify floor plans and equipment locations, prepare base plans which plot planimetric, topographic, and utility details of the site. Prepare civil site survey utilizing the City of Rochester City Datum.
- 7. Prepare a Program Report for review and approval by the City. The report should include a list of all basic design parameters of the project, revised program tabulations, diagrams, site analysis and conclusions derived from data analysis. Provide schedule evaluation, preliminary project budget and opinion of probable construction cost for the project.

B. Schematic Design

1. Upon receipt of written approval from the City, prepare up to three schematic designs for review and approval by the City. The schematic drawings shall show the proposed design character and the location of major facilities and design features of the Project.
 - a. A detailed cost estimate separating labor and materials shall accompany the schematic drawings for each of the design options developed.
 - b. Include concept elevations and drawings, adjacency drawings and code review drawings, and environmental remediation plans, if required.
2. Provide design progress reviews at 50% and 95% to the City and other authorities as required.
3. Submit the final schematic design, satisfying the City's requirements.
4. Prepare presentations as necessary to representatives of the City, to satisfy the City and all other required agencies.

C. Design Development

1. Submit detailed design reports including drawings showing the general design and appearance of all structures, facilities, and utilities to be provided, including a site plan showing the proposed location and arrangement of elements on the site and the materials to be used. The rationale for selection should be outlined; if alternate layouts, designs and materials exist, the alternatives are to be a recommendation of the best alternative.

The reasons for this selection should be outlined. Revise designs incorporating any modifications and submit to the City within a mutually agreed period of time
2. Provide an outline of specifications (titles, section numbers) for the project.
3. At the completion of the design development phase, the Consultant shall provide an itemized construction cost estimate based on information available, separating labor and materials.
4. Provide architectural and engineering design drawings which shall include all Project components and accessories, including system elevations, plans, sections, notes, as applicable.
5. Provide a preliminary construction schedule showing, at minimum, target bid date and construction duration.
6. Present the City with a Design Development Report. Such report shall include approved alternatives and recommended selection of alternatives.
 - a. Submit detailed design drawings showing the general design, outline specifications, revised cost estimates, material cut sheets and material selection.
7. Prepare the necessary documentation for the local and State environmental reviews and assist in the environmental review process, in accordance with 6NYCRR, Part 617 - the State Environmental Quality Review Act (SEQR).

D. Contract Documents

1. Perform the final design and the preparation of detailed contract documents in accordance with applicable City, County, State, and Federal regulations ("codes") for all elements of work including:
 - a. Architectural Designs
 - b. Mechanical Designs; including plumbing and fire protection
 - c. Structural Designs
 - d. Electrical and Data Designs
 - e. Other Designs: Abatement, environmental, interior design (if required)
2. Provide design progress reviews with the City and other authorities as required. Provide progress prints, specifications, and revised cost estimates at 50% and 95% intervals for the City's review and approval.
3. Provide the City with a revised cost estimate for the Project based upon completed Contract Documents.
4. Prepare for approval by the City, the Contract Documents including bidding forms, the Contract Agreement, and General Conditions, using standard City Contract Documents, project specifications and working drawings for the Project. The Bid Documents are to conform with City standards wherever applicable.
 - a. Prepare a list of all permits, licenses, reviews, and approvals required by Contract Documents.
 - b. Provide the City contract documents and specifications in both paper and electronic (pdf and AutoCAD) format.
5. The final design and construction plans, shall be certified by an engineer, architect and/or landscape architect registered in the State of New York, as applicable. The Consultant shall incorporate into the final Contract Documents for the Project any comments or changes resulting from all design progress reviews.

E. Bidding Phase Services

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

The City shall prepare and distribute a bid invitation to select a construction contractor and draft advertisements to bid to be placed in BidNet Direct, NYS Contract Reporter and other related publications.

The Consultant shall prepare addenda as needed during the bidding phase. Such addenda shall conform to the requirements of the City's Purchasing Agent. The Consultant shall submit up to 25 copies of the addenda to the City and designated utilities and agencies.

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

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

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

- Verification of the low bidder.
- Bid tabulation showing bid amounts by each bidder for each item.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, MWBE, apprenticeship, bonding, etc., as applicable)
- Breaking the low bid into fiscal shares.
- Determining whether the low bid is unbalanced.
- For pay items bid 15% less than the Engineer's Estimate or more that 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations.
 - Determining appropriateness of price bid for work in the item.
- Determining whether the low bidder is qualified to perform the work.
- This information shall be returned to the City within five (5) working days. Submit up to 10 copies of the bid tabulations, share breakdown, bid analysis, and recommendation.

F. Commissioning (If Requested)

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

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

G. Construction Phase Services

a) Construction Administration

The Consultant shall provide the following services:

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

3. Visit the job whenever requested by the City for the purpose of clarifying or interpreting any phase of the work.
4. Participate in a preconstruction conference after receipt of a written request to do so from the City. Such preconstruction conference shall include at least the Consultant, or its authorized representative, the contractor(s), authorized representatives of the City, as well as representatives of any other public or private agencies which the City determines should be in attendance. At the preconstruction conference, the Consultant shall:
 - a. Observe that all necessary permits and licenses have been obtained prior to work commencement.
 - b. Raise for discussion and decision, the manner in which the construction will be administered by itself and the City, the scheduling of construction, and any and all other problems or questions which in the opinion of the Consultant or the City must be settled before the start of construction.
5. Cost Control
 - a. Recommend necessary or desirable changes (adds and credits) to the City, review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the City if they are accepted, prepare change order for the City's authorization.
 - b. Determine, based on the Consultant's qualified review and the contractor's applications for payment, the amount owing to the contractor for engineering related work. Review the certificates for payment in such amounts. By reviewing a certificate for payment, the Consultant will also represent to the City that, to the best of its knowledge, information, and belief, based on what its observations have revealed, the quality of the work is in accordance with the Contract Documents.
 - c. Prepare a weekly field report of the progress of the work and the contractor's compliance with both the construction schedule and the Contract Documents.
 - d. Review and make recommendations to the City on any claims received from contractors.
6. Consult and advise the City of Rochester, act as the City's representative at the Project site. All instructions to the Contractor will be through the City.
7. Coordinate the required activities of utility companies, the City of Rochester, the County of Monroe and all other related entities with the City and its Contractors.
8. Make visits to the job site for the purpose of clarifying or interpreting any phase of the work and monitoring job progress, where necessary and/or requested. (Minimum two time per week in addition to the bi-weekly meeting.)
9. Attend bi-weekly on-the-job field meetings to review procedures, progress, scheduling and issues.
10. Conduct, in company with the City and others designated by the City, a final inspection of the Project for conformance with the design concept of the Project and compliance with the Contract Documents, and acknowledge the completion of the Project in writing prior to final payment to the Contractors. The approval of the City, or other Agency approvals, shall be required as a condition for the acceptance of the work by the City.

11. Project Closeout

- a. Following the Prime Contractor's completion of the punch list, determine that the work is ready for final inspection and shall conduct final inspections in conjunction with the City. The Consultant shall create a "closeout" checklist for each Prime Contract and shall monitor the closeout process.
- b. Furnish to the City of Rochester, based on marked up prints, drawings and other data furnished by the contractor, a set of reproducible drawings showing all construction (elements/systems) as actually built. Provide the City with Auto Cad and PDF files for each drawing sheet, decentralized REVIT files (as applicable), in a format acceptable to the City.

b) Construction RPR (Resident Project Representation) – (IF REQUIRED)

If requested, the Consultant shall furnish during the construction period, a Resident Project Representative. All Resident Project Representation work shall be performed under the supervision of a New York State licensed professional engineer of the Consultant. The qualifications of all Consultant personnel doing work under this Agreement shall be subject to the review and approval of the City.

The Consultant shall report regularly to the City on the progress and quality of the work. The Consultant shall conduct on-site observations of the general progress of the work and shall consult with the City and the contractor giving opinions, suggestions, and recommendations, based on the Consultant's observations, as to any defects or deficiencies in the contractor's work.

The Consultant shall perform technical inspection as directed by the supervising engineer in general furtherance of the duties set forth below.

The specific duties of the Resident Project Representative shall include, but not be limited to, the following:

1. Record Assembly
 - a. A list of the Contractor's suppliers and subcontractors.
 - b. A record of field samples and field samples
 - c. A complete set of contract documents with all revisions and agenda.
 - d. Shop drawing and submittal logs and a complete set of approved shop drawings.
 - e. A complete set of all correspondence and written records regarding the project.
 - f. Copies of all guarantees, certifications and operation manuals for the project.
 - g. A copy of all project schedules of all contractors as amended.
 - h. A filed and labeled set of preconstruction and construction photographs.
2. Observation
 - a. On-site observations of the work in progress.
 - b. Attend and chair pre-construction conferences and job meetings
 - c. Consult with the City prior to and observe all on-site tests.
 - d. Observe such off-site operations as directed by the City.
 - e. Observe that all permits and licenses which are necessary have been obtained.
 - f. Conduct a final inspection of the project
3. Liaison
 - a. Transmit to the contractor the Designer's interpretation of the contract.
 - b. Transmit all modifications to drawings for creation of a set of as-built drawings.
 - c. Coordinate and monitor all material testing
 - d. Coordinate work with construction that is occurring on other adjacent projects
 - e. Receive from the Contractor weekly certified payroll records.

4. Construction Review

- a. Construction schedules from each contractor.
- b. Payment requisitions from each contractor for each fiscal share of the project.
- c. Requests of the Contractor for interpretation of the Contract Documents.
- d. Claims by each contractor.
- e. Contractor requests regarding proposed changes to the contract documents.
- f. Change orders including recommendations
- g. Construction schedules and proposed work locations of any contractor.

5. Record Creation

The Consultant shall create and maintain the project records. Upon completion of the project the Consultant shall deliver a bound, categorized set of these records which shall include the following:

- a. A list of all required permits, licenses, reviews and approvals
- b. A daily diary or log book
- c. Weekly and monthly reports
- d. Monthly progress payments (and final payment)
- e. Change Orders as required on forms approved by the City.
- f. All modifications to construction schedules for the project.
- g. Minutes of all meetings.
- h. A final punch list of all items which remain incomplete
- i. A guarantee punch list
- j. Marked up prints, drawings and other data indicating all modifications
- k. Labeled pre-construction and construction photographs.
- l. Project unit quantities apportioned by final share
- m. Water service and sewer lateral tap cards
- n. All permits of any contractor doing work within the Project limits
- o. The Consultant shall submit three sets of As-Built Plans, certified by a licensed professional engineer and/or architect as applicable. Submission shall include three CDs with electronic versions of the As-Built Plans in both CAD and PDF formats.

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

Section 1.203 Additional Services

The following shall constitute Additional Services:

- A. Performing work not described under Basic Services when requested and authorized in writing by the City's Authorized Agent including, but not limited to the following:
 - Out-of-town travel that is requested and authorized in writing by the City.
 - Preparation of property, boundary or right-of-way surveys, and preparation of plots.
 - Serving as an expert witness on behalf of the City.
 - Providing Resident Project Representative Services for the project.
- B. Expense to the Consultant caused by substantial revisions of previously approved studies, design documents, drawings or specifications, such revisions having been ordered in writing by the City.

Section 1.204 Reimbursable Services:

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

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

ARTICLE I, Part 3. SUBCONTRACTS

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

ARTICLE I, Part 4. CITY RESPONSIBILITIES

The City shall:

- A. Provide as complete information as is reasonably possible as to its requirements for the Project to the Consultant.
- B. Assist the Consultant by making available to the Consultant any information pertinent to the Project, including previous reports and any other relevant data.
- C. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals and other documents presented to the City by the Consultant for review and render decisions pertaining thereto within a reasonable period of time, so as not to delay the work of the Consultant.
- D. Designate a representative (Authorized Agent) to act as liaison between the City and the Consultant. The Authorized Agent will have the authority and responsibility to transmit instructions and to receive information with respect to the City policies and pertinent to the work covered by this Agreement, except as otherwise limited by Code or Charter of the City.
- E. Give written notice to the Consultant where the City observes or otherwise becomes aware of any default in the Consultant's performance hereunder or where the City does not concur with the design or other recommendations of the Consultant.
- F. Obtain any required easements with the assistance of the Consultant.
- G. Obtain or provide in a timely manner permission for the Consultant to enter upon any sites, buildings, and facilities as deemed necessary by the Consultant to perform the services required pursuant to this Agreement.

- H. Advertise for proposals from bidders, open proposals at the appointed time and place, and pay all costs associated thereto.

ARTICLE I, Part 5. FEES

Section 1.501 General

- A. In no event whatsoever shall the total fee payable to the Consultant pursuant to this agreement, including all costs and disbursements whatsoever, exceed (maximum amount of contract: (\$)).
- B. The Consultant shall perform professional services for the not-to-exceed fees indicated in Schedule A, and in conjunction with the hourly rate schedule included in Appendix I of this Agreement.
- C. The Consultant shall have the right to bill the City for services performed and not already billed on a monthly basis.
- D. The Consultant shall provide project invoices based on an approved format or upon forms which shall be supplied by the City in order to receive payment.

Section 1.502 Fee For Basic Services and Reimbursable Expenses:

- A. The fee payable to the Consultant for basic services for each project component pursuant to this agreement shall be initially set forth as part of Schedule A.
- B. The fees payable to the Consultant for Reimbursable Expenses for each project component pursuant to this agreement shall be initially set forth in Schedule A.
- C. The City agrees to pay and the consultant agrees to accept as full payment for the work and services performed pursuant to this agreement the following fees, payable in the following manner:
 - 1. The Consultant's fee shall be computed on the basis of the number of hours expended on the Project times hourly rates as identified in Appendix I. All hourly rates for technical personnel, and the identity of project managers and principals shall be approved by the City prior to the Notice to Proceed. No changes will be made without approval of the City's Authorized Agent.
 - 2. The City will not pay overtime costs arising from work on any part of this Agreement.
 - 3. The Consultant shall be reimbursed the actual expenses for Reimbursable Expenses incurred in performing services under this Agreement. All reimbursement claims must be supported by adequate documentation and show appropriate share breakdown. Reimbursable Expenses are as outlined in Schedule A.
 - 4. All hourly rates for professional and technical personnel, and the identity and resumes of professional and technical staff, of project managers and principals shall be approved by the City's Authorized Agent prior to the Notice to Proceed. No changes will be made without the approval of the City's Authorized Agent.
 - 5. Principals shall be reimbursed at a flat hourly rate, approved by the City's Authorized Agent.

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

Section 1.503 Fee For Additional Services:

- A. The City agrees to pay the Consultant for additional services performed by the Consultant on the basis of the hourly rates for Project Managers, principals and technical employees in Appendix I of this Agreement.
- B. The City shall pay the Consultant as an expert witness at the rate of \$400.00 per day for any day or portion thereof for which the Consultant is required to appear as a witness.

Section 1.504 Fee Administration

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

ARTICLE I, Part 6. TERM

- A. This Agreement shall commence upon execution by the parties and shall terminate after the (as shown on the ordinance of this project) two-year guarantee inspection following project completion.
- B. The services required of the Consultant pursuant to this Agreement shall commence upon execution of this Agreement and shall terminate upon completion of the work authorized to be undertaken pursuant to the Agreement. However, no such termination shall relieve the Consultant of any outstanding duties imposed by this Agreement, including the requirement to hold the City harmless against loss arising out of any project performed under this Agreement.

ARTICLE I, Part 7. TIME OF PERFORMANCE

- A. For each phase of the work, the Consultant shall not commence work until receipt of a written notice to proceed and shall perform the work for that phase according to the Schedule agreed to by the City.
- B. The Consultant shall not be held responsible for delays caused by the City of Rochester or by other parties not directly under its control.
- C. The above time limits may be extended only by mutual written agreement of the parties hereto. It is understood that it is the intention of the City to have the service performed under this Agreement carried out as expeditiously as possible.

ARTICLE I, Part 8. REMOVAL OF PERSONNEL

All personnel assigned by the Consultant shall be subject to the approval of the City and be required to cooperate with the City project personnel. In the event that the Consultant's

personnel fail to cooperate or perform their assigned tasks in a reasonable manner as determined by the City, the City may require the Consultant to replace such personnel.

ARTICLE I, Part 9. AUTHORIZED AGENT

A. The City hereby designates the:

Holly Barrett, P.E., City Engineer
City of Rochester
Department of Environmental Services
Bureau of Architecture and Engineering
30 Church Street, Room 300 B
Rochester, New York 14614-1278

B. The Consultant hereby designates:

Name
Title
Firm
Address 1
Address 2

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

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

ARTICLE I, Part 10. OWNERSHIP OF DOCUMENTS

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

ARTICLE I, Part 11. CONFIDENTIALITY

Section 1.1101 General

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

Section 1.1102 Freedom of Information Law

Disclosures required by New York's Freedom of Information Law ("FOIL") shall not be considered a breach of any confidentiality provisions in this Agreement. Should Consultant provide the City

with any records it deems confidential and exempt from FOIL, Consultant shall clearly mark such portions of those records as confidential and exempt from FOIL disclosure. Upon any request for disclosure of information so marked, the City will inform Consultant of the request and give Consultant ten (10) business days to submit a written statement of necessity for exempting the records from disclosure pursuant to New York Public Officers Law 89(5). As required by the Public Officers Law, the City will issue a determination as to disclosure within seven (7) business days. If the City determines that the records must be disclosed, Consultant may appeal the City's 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 in the amount Two Million Dollars if said insurance is a "Defense within Limits" policy under which all claim expenses are included within both the applicable limit of liability and self-insured retention. Otherwise, the insurance coverage shall be in the amount of One Million Dollars. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an insured and copies of the policy endorsements reflecting the same should be provided. The Consultant shall provide the City with a certificate of insurance from an

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

Section 2.105 Workers' Compensation and Disability Benefits Insurance

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

Section 2.106 Copyright or Patent Infringement

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

Section 2.107 No Individual Liability

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

ARTICLE II, Part 2. Specific Design Restrictions

Section 2.201 Environmental Policy

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

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

ARTICLE II, Part 3. Employment Practices

Section 2.301 Equal Employment Opportunity and MWBE and Workforce Utilization Goals

A. General Policy

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

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

B. Definitions

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 which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status. Such actions shall include, but not be limited to the following: Employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship.
2. The Consultant agrees that its employment practices shall comply with the provisions of Chapter 63 of the Rochester Municipal Code, which restricts inquiries regarding or pertaining to an applicant's prior criminal conviction in any initial employment application.
3. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

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

D. MWBE and Workforce Utilization Goals

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

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

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

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

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

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

Section 2.302 Title VI OF THE CIVIL RIGHTS ACT OF 1964

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

Section 2.303 The MacBride Principles

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

Section 2.304 Compliance with Labor Laws

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

Section 2.305 Living Wage Requirements

A. Applicability of Living Wage Requirements

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

B. Compliance

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

C. Exemption

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

ARTICLE II, Part 4. Operations

Section 2.401 Compliance with Air and Water Acts

The Consultant and any and all subcontractors agree as follows:

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

Section 2.402 Political Activity Prohibited

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

Section 2.403 Lobbying Prohibited

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

Section 2.404 Anti-Kickback Rules

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

Section 2.405 Withholding of Salaries

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

Section 2.406 Discrimination Because of Certain Labor Matters

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

Section 2.407 Status as Independent Contractor

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

ARTICLE II, Part 5. Documents

Section 2.501 Patents and Copyrights

The Consultant agrees that, in the event it, or any of its employees' develop any material for which a copyright can be obtained which material was developed as a result of or in connection with the work required pursuant to this Agreement, the City shall own the copyright to any

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

Section 2.502 Audit

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

Section 2.503 Content of Sub-Agreements

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

ARTICLE II, Part 6. Termination

Section 2.601 Termination for Convenience of the City

- A. This Agreement may be terminated by the City in accordance with this section in whole, or from time to time, in part, whenever for any reason, the City shall determine that such termination is in the best interest of the City. Any such termination shall be effective upon written notice to the Consultant. However, no such termination shall relieve the Consultant of any outstanding duties imposed by the Agreement, including the requirement to hold the City harmless and to maintain insurance coverage insuring against loss arising out of the Project.

- B. If the Agreement is so terminated the City may take over the work and services and prosecute the same to completion by contract or otherwise. The Consultant, upon such termination, shall transfer title, and in the manner directed by the City, shall deliver to the City the completed or partially completed, plans, drawings information, other property and records of work being performed, which, if this Agreement had been completed, would be required to be furnished to the City.
- C. After receipt of written notice of termination, the Consultant shall promptly submit to the City its termination 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

FIRM NAME (match Ordinance)

BY: _____

BY: _____

Malik D. Evans, Mayor

Name: (Per Consultants Information Form)

Federal Tax Payer Id No.: _____

STATE OF NEW YORK
COUNTY OF MONROE

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

Notary Public

STATE OF NEW YORK
COUNTY OF MONROE

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

Notary Public

**SCHEDULE A
FEE SCHEDULE**

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

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



APPENDIX I HOURLY RATE SCHEDULE

Project Name:
Project No.:
Consultant Name:
Agreement #: _____
Authorizing Ordinance: _____

**APPENDIX I
HOURLY RATE SCHEDULE**

<u>Title</u>	<u>Hourly Rates</u>
Project Manager	\$xxx

EXHIBIT A
MWBE UTILIZATION PLAN



EXHIBIT B WORKFORCE STAFFING PLAN

EXHIBIT D

CONSULTANT INFORMATION FORM

G:\PROJ\ARCH\2022\22047 Rochester Water Works Building & Gorge Vertical Access\RFP\RFP_Water Works Building Renovation (final draft).doc



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:	