

## AGREEMENT FOR PROFESSIONAL SERVICES

# Broadway and South Union Street Improvement Project

## DRAFT

Project Scope: Design Services  
City Project No.: 21101  
NYSDOT PIN: 4CR0.23  
Consultant Name:  
Agreement #:  
Authorizing Ordinance: 2024 - XXX

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## **AGREEMENT**

THIS AGREEMENT, entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF ROCHESTER, a Municipal Corporation having its principal office located at CITY HALL, 30 Church Street, Rochester, New York, 14614, hereinafter referred to as the "City", and Consultant Name, located at Address, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City, through the Department of Environmental Services, Bureau of Architecture and Engineering desires to secure the professional services of the Consultant for the purpose of providing engineering design services in connection with the **Broadway and South Union Street Improvement Project**, hereinafter referred to as the "Project", and;

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

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

## **ARTICLE I**

### **ARTICLE I, Part 1. DESCRIPTION OF PROJECT**

#### **Section 1.101 General Project Information**

Project Name:	Broadway and South Union Street Improvement Project
City Project No.	21101
NYS DOT PIN:	4CR0.23
Street (Limits):	Broadway (South Goodman Street to South Union Street) South Union Street (Broadway to Monroe Avenue)
Sponsor:	City of Rochester
County:	Monroe

Project Information: This is a street improvement project that includes the design and preparation of engineering reports and construction contract documents for improvements to two arterial streets in the City's southeast quadrant. The project is currently federally funded for design and right-of-way. Construction and RPR is currently funded with County 131K funds, which may be replaced with federal funds if they become available.

#### **Section 1.102 Schedule and Construction Budget**

##### **A. Schedule**

- |  |                            |
|--|----------------------------|
| • Draft Design Report and 30% Plans                                | Spring 2025                |
| • Final Design Approval  | Summer 2025                |
| • 50% Plans  | Winter 2025/2026           |
| • 90% Plans (ADP)  | Spring 2026                |
| • 100% Plans (PS&E)  | Summer 2026                |
| • Bid Phase & Award  | October 2026 – March 2027  |
| • Construction Phase Services:<br>(excluding as-built preparation) | April 2027 – November 2028 |

## **B. Construction Budget**

The Preliminary Construction Budget (including RPR) is **\$8,500,000**.

### **Section 1.103 Project Manager**

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

Tim Hubbard  
Bureau of Architecture and Engineering Services  
City of Rochester  
City Hall, 30 Church Street, Room 300B  
Rochester, New York 14614  
(585) 428-7154  
[tim.hubbard@cityofrochester.gov](mailto:tim.hubbard@cityofrochester.gov)

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

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

### **Section 1.104 Project Classification**

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

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

### **Section 1.105 Policy and Procedures**

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

### **Section 1.106 Standards and Specifications**

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

***Assumption: XXX (#) new special specifications with justification forms are required.***

The **Consultant** shall become familiar with the City's *Special Notes for use in Contract Proposal Books* as there are several notes that may influence the design and contract documents.

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

## **ART. I, Part 2. DESCRIPTION OF PROFESSIONAL SERVICES**

### **Section 1.201 General**

#### **A. Project Familiarization**

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

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

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

#### **B. Meetings**

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

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

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

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

##### **1. Progress Meetings**

Recurring Progress Meetings with the City shall be scheduled to discuss project progress, outstanding items, etc.

##### **2. Stakeholder and/or Neighborhood Group Meeting(s)**

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

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

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

### 4. Public Information Meeting(s)

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

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

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

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

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

### 5. Other Meetings

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

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

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

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

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

### C. Cost and Progress Reporting

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

### D. Subconsultants and Subcontractors

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

## **E. Project Submissions**

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

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

The **Consultant** shall confirm with the City the necessary plans, details, tables, etc. required for each milestone submittal well in advance of the submittal deadline.

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

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

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

## **F. Engineer's Cost Estimates**

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

The **Consultant** will provide to the City an EE for each design alternative, at all milestone submittals and as necessary to incorporate significant design changes and any comments received from the City or other reviewing agencies. The EE for each design alternative and for the 30% submission does not need to be itemized, however it should include lump sum / groupings of costs for each share (e.g. milling, paving, sidewalk, curb, curb ramps, driveways, lighting, striping, catch basins, manholes, signals, signing, water main, water valves, etc.).

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

## **G. Schedule**

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

## **H. Utility Coordination**



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

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

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

#### **I. Railroad Coordination**

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

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

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

#### **J. Other General Consultant Responsibilities**

The **Consultant** shall:

1. Provide all basic engineering services required for the Project including surveys (as needed), planning and preliminary engineering.
2. Have on its staff and is to retain during the performance of its services all appropriate professional personnel necessary to completely and accurately perform the work and services required. The **Consultant** shall provide a list of its employees assigned to the Project which provides the employee's name and title prior to the start of work. The **Consultant** shall notify the City prior to changing project personnel. No changes in project managers will be made without approval of the City. Where the design of structural, mechanical, electrical, civil or other engineering features of the work is included in the

Project, such must be supervised, reviewed and approved by an engineer registered to practice in the State of New York.

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

## **Section 1.202      Data Collection and Analysis**

### **A. Terrain (Topographic) Data**

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

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

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

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

#### **B. Utility Mapping**

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

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

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

#### **D. Subsurface Utility Engineering (SUE)**

***Assumption:** Any SUE that may be required during the design phase to determine potential conflicts with underground utilities will be performed by the respective utility agencies. The Consultant shall coordinate with utility agencies to determine required SUE. If it is determined during the design phase that additional SUE is required or beneficial to aid in the design or to determine potential conflicts with underground utilities or other features, it will be performed as an additional service.*

#### **E. Field Edit and Site Photographs**

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

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

#### **F. Supplemental Survey**

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

***Assumption:** XXXX (#) additional days of supplemental survey will be required.*

#### **G. Base Mapping and Drawings**

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

Base mapping shall include but not limited to the following:

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

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

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

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

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

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

#### **I. Standards**

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

#### **J. Determination of Existing Conditions**

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

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

1. Utilities

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

Refer to Section 1.201.H for additional requirements.

2. Railroads

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

Refer to Section 1.201.I for additional requirements.

3. City Street Lighting

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

4. Water

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

5. Sewer

The **Consultant** shall identify and depict on the plans all sewer mains (size and material) and laterals. Monroe County Pure Waters (MCPW) will provide any other available record plans that may not be supplied through the 811 Dig Safely design ticket.

The **Consultant** shall coordinate with MCPW to perform a field inspection of sewer catch basins and manholes. MCPW will determine the disposition (adjustment, repair or replacement, including top slabs in manhole structures) and the televising (if they deem necessary) of their sewer mains and laterals. Typically any necessary repairs to sewer main will be done in advance of the street project by MCPW. The **Consultant** shall number sewer structures and prepare plans that are provided to MCPW early in the design phase so they have ample time to complete their review/inspection and provide markups of any proposed sewer improvements. This can be done concurrent with (or desirably in advance of) the 30% plan submission.

6. Sidewalk and Curb

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

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

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

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

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

#### 7. Accessible Curb Ramps

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

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

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

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

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

#### 8. Driveway Openings

The **Consultant** shall identify abandoned curb cuts at driveway openings to vacant properties, illegal driveway aprons, illegal driveways and front yard parking and provide a listing of addresses to the City. The **Consultant** shall coordinate any driveway changes with the City's Project Manager, Permits and Zoning.

**Assumption:** For milling and resurfacing projects, the **Consultant** shall only identify abandoned curb cuts at driveway openings to vacant properties. Illegal driveway aprons, illegal driveways and front yard parking shall only be addressed on milling and resurfacing projects if a known safety issue exists.

#### 9. Traffic Features

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

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

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

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

#### 10. City Trees

The **Consultant** shall coordinate with the City's Forestry division for assessment of the existing trees. Any tree removal and new tree installation must be approved by City Forestry. This assessment can be completed after other proposed changes are developed (e.g. curb changes, bump-outs, sidewalks, cycle tracks, etc.) in order to properly evaluate the impacts.

#### 11. Retaining Walls

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

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

The **Consultant** will conduct traffic counts, studies and analysis for existing conditions, growth factors for forecasting, and forecast data. The **Consultant** will provide flow diagrams for appropriate peak periods (am and pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators. As a part of reviewing existing conditions, the **Consultant** should also identify any potential change in lane configurations at signals, or evident capacity & safety issues. Any known capacity or safety issues will be provided by the City or the County to the Consultant.

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

- Intersection of XXX and XXX

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

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

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

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

- Intersection of XXX and XXX

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

**Assumption:** Traffic Signal Warrant Analysis are not required.

**Assumption:** Road diet analysis are not required.

#### **L. Parking Counts, Parking Studies and Analysis**

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

The parking study/technical memorandum shall document approach, assumptions, results and recommendations. It shall include maps/plans with existing parking regulations inventory and existing parking utilization. The parking study shall also identify any residents or business that lack a driveway and/or patron parking. Additional parking counts along side streets and off-street parking lots may be necessary as alternatives are developed. However, available parking on all side-streets and off-street parking lots within the project limits should be observed as part of the initial parking counts and a summary included in the study.

#### **M. Capacity Analysis**

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

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

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



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

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

**Assumption:** *Capacity Analysis will be performed at all intersections listed under Section 1.202.K. If necessary, additional Capacity Analysis will be performed as an additional service.*

#### **N. Crash Data and Analysis**

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

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

**Assumption:** *XXXX (#) crashes will require analysis.*

#### **O. Soil Investigations**

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

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

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

#### **P. Pavement Evaluation**

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

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

The **Consultant** will prepare a technical summary documenting the existing pavement conditions and recommended treatments, including a PETSR for the City's review. Recommendations

should take into account City of Rochester standard pavement thicknesses. The **Consultant** will revise the report to incorporate review comments. The **Consultant** will include a summary of the PETSRS in the project Design Approval Document (DAD).

#### **Q. Areaways, Vaults and Window Wells**

Early detection of potential conflicts with areaways, including vaults, window wells, window grates and other structures within or adjacent to the ROW within the project area will be necessary. The **Consultant** shall evaluate for potential conflicts with these features. Initial evaluation will be required of the City's consultant representative in accordance with the City's Areaway Policy and Procedures established by City Council in 1981 before proceeding with sidewalk, curb replacement or other excavation during construction. There is a greater potential for conflicts with these features in Center City.

The **Consultant** shall research the number, location, and owner of properties with areaways, vaults, window wells and any other structures within or adjacent to the ROW of the project area. The research includes, but is not be limited to, review of the City's Master Areaway Inventory, compilation of a list of property owners, visual field survey that includes contact with areaway property owners to enter the premises for an analysis of the areaway, and preparation of an areaway appraisal report. The evaluation will include a review of available records provided by the City, surface site visits, and mailings to property and business owners whose sidewalk and/or tree-lawn area will be impacted by proposed improvements. Site visits will be for the purposes of confirming areaway existence, location, and obtaining only the extent of information necessary to assess potential for conflicts with the proposed improvements; mailings will be for the purposes of determining existence of areaways where no visible sign exist and to confirm where visible signs exist; if any additional areaways are present.

Owners of areaways within the project limits that have been identified to be in conflict with project improvements are required to complete and return an Areaway Disposition Checklist and Waiver form within 90 days of receiving the checklist from the City. If their intent is to abandon the property's areaway, the owner is required to obtain NYS PE stamped structural plans for their basement wall construction, a building permit, and provide a schedule for abandonment. If the intent is to retain the areaway, the property owner is required per COR, "ENGINEERING STANDARDS & PROCEDURES FOR AREAWAYS", to provide a NYS PE stamped, structural analysis, provide a schedule for temporary shoring & repairs, and obtain a permit in order to bring their areaways into compliance with the City's Areaway Policy and Procedures. If the Property Owner indicates areaway retainage, they must receive within 30 days, written notification specifying their right to remove, replace, & adjust existing hatches & grates and/ or waterproof the areaway structure in coordination with the project. Owners are required to respond within a designated time period and to schedule their upgrades repairs in coordination with the Consultant. Coordination with City permits office will be required.

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

#### **R. Relevant City Documents**

The **Consultant** shall review any City reports and documents that may have recommendations for or influence proposed improvements within the project limits. Some of these City of Rochester documents are, but not limited to, the following:

- Active Transportation Master Plan (ATMP)
- Comprehensive Access and Mobility Plan (CAMP)
- Future Priority Bicycle Boulevard Routes as identified in the Bicycle Master Plan

- Complete Streets Policy (Refer to Section 1.206.J)
- Safe Routes to School Maps

#### **S. Investigations and Analyses NOT required**

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

### **Section 1.203 Preliminary Design (30%)**

#### **A. Design Criteria**

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

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

#### **B. Development of Alternatives**

##### **1. Selection of Design Alternative(s)**

The **Consultant** shall identify and evaluate potential design alternative concepts that would meet the City's defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified. Design Alternatives shall consider Relevant City Documents, including those listed under Section 1.202.R.

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

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

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

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

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

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

## **2. Detailed Evaluations of Alternative(s)**

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

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

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

- **Typical Sections:** See Section 1.203.B.1 for requirements
- **Plans:** See Section 1.203.B.1 for requirements
- **Profiles:** See Section 1.203.B.1 for requirements. Profiles are required for this submission for street segments that will be reconstructed or rehabilitated. For street segments that will be milled and resurfaced, Profiles are not required.
- **Where pertaining to feasibility:** See Section 1.203.B.1 for requirements

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

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

### **C. Preparation of Draft Design Approval Document (DAD)**

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

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

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

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

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

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

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

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

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

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

#### **E. Preparation of Final Design Approval Document (DAD)**

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

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

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

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

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

#### **F. Meetings**

Refer to Section 1.201.B

#### **G. Utility and Railroad Coordination**

Refer to Sections 1.201.H and 1.201.I

### **Section 1.204      Environmental**

#### **A. NEPA Classification**

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

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

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

#### **B. SEQRA Classification**

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

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

### **C. Smart Growth**

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

### **D. Screenings and Preliminary Investigations**

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

- a. General Ecology and Endangered Species
- b. Ground Water
- c. Surface Water
- d. State Wetlands
- e. Federal Jurisdictional Wetlands
- f. Floodplains
- g. Coastal Zone Management
- h. Navigable Waterways
- i. Historic Resources
- j. Parks
- k. Hazardous Waste
- l. Asbestos
- m. Noise
- n. Air Quality
- o. Energy
- p. Farmlands
- q. Invasive Species
- r. Visual Impacts
- s. Critical Environmental Areas
- t. Smart Growth
- u. Environmental Justice

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

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

***Assumption:*** Coordination with NYSHPO will be needed for review and approval on historic properties.

**Assumption:** *Coordination with City of Rochester Division of Environmental Quality (DEQ) will be required for any encountered or suspected hazardous waste and/or contaminated materials.*

#### **E. Detailed Studies and Analyses**

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

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

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

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

#### **F. Environmental Permits and Approvals**

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

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

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

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

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

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

#### **G. Public Hearing**

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

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

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

#### **H. Meetings**

Refer to Section 1.201.B



## **I. Utility and Railroad Coordination**

Refer to Sections 1.201.H and 1.201.I

### **Section 1.205 Right-of-Way**

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

#### **A. ROW Survey Record Research and Analysis**

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

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

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

#### **B. Preliminary ROW Mapping**

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

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

##### **1. Abstract Request Map**

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

The **NYSDOT Office of ROW** will order and supply Abstracts or Last Owner searches for finalization of the maps.

##### **2. Conceptual Stage Relocation Plan**

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

##### **3. Take-Line Review**

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

The **Consultant** shall prepare materials (design plans with proposed ROW acquisition lines) and participate in Taking Line Review meeting(s) as described in Section 5.5 of the HDM. Proposed ROW lines shall be revised in response to the City and State's review.

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

### **C. Detailed ROW Mapping**

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

#### **1. Final ROW Lines and Acquisitions**

The **Consultant** shall incorporate all final ROW lines and acquisitions into the project mapping, as required in Section 5.5 of the *Highway Design Manual*. The map and parcel numbers shall be shown. A “Table of Right of Way Acquisitions” and other applicable Miscellaneous ROW Tables (see Chapter 21 of the *Highway Design Manual*) shall be prepared and submitted to the City and State. Temporary Easements shall not be combined with Fee or Permanent Easement acquisitions.

#### **2. Right of Way Maps**

The **Consultant** shall prepare and submit to the City and State the following ROW Maps [See Chapters 5, 7 & 8 of the ROW Mapping Procedure Manual], and shall revise them as necessary in response to the State’s review:

- a. Fee Maps
- b. Temporary Easement (TE) Maps
- c. Permanent Easement (PE) Maps
- d. Abandonment Maps
- e. Transfer of Jurisdiction (T) Maps
- f. Conveyance (C) Maps
- g. Deed (D) Maps

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

#### **3. Highway Boundary (Right-of-Way) and Proposed Acquisitions**

The **Consultant** shall prepare and submit to the City and State the Highway Boundary Plan (see Chapter 6 of the *ROW Mapping Procedure Manual*), and shall revise it as necessary in response to the City’s and State’s review or to reflect all ROW acquisition changes.

### **D. Right-of-Way Cost Estimates**

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

### **E. Property Appraisals**

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

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

### **F. Appraisal Review**

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

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

#### **G. Negotiations and Acquisition of Property**

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

Property offers must not be made until authorization is granted to the City by NYSDOT. The **Consultant or NYSDOT Office of ROW** will negotiate with property owners for the acquisition of their property, including completion of all documents required by the City in order to obtain the property.

#### **H. Right-of-Way Clearance Certificate**

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

#### **I. Property Grading Releases**

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

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

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

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

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

#### **J. Property Encroachment and Property Impact Sketches**

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

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

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

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

## K. Meetings

Refer to Section 1.201.B

### ***Right-of-Way Assumptions:***

1. *The project will require **XXX (#)** Property Acquisitions/ROW Maps (easements or fee takings) will be prepared during the Final Design Phase of the project*
2. *The project will require **XXX (#)** Property Grading Releases*
3. *The project will require **XXX (#)** Property Encroachment and Property Impact Sketches*
4. *If required, Relocation Assistance will be performed by the NYSDOT Office of Right of Way with the assistance of the City*
5. *If required, Property Management will be performed by the City*

## **Section 1.206 Final Design (50%, 90%, 99%, 100%)**

The following is a summary of tasks to be completed during the various stages of the Final Design Phase of the project. The **City** will provide the Consultant with sample plans if requested by the Consultant.

### **A. Survey Monuments**

All existing and proposed survey monuments shall be depicted on the plans. A Survey Monument Disposition table shall be provided identifying the location, depth to stone, disposition and appropriate notes. All survey monuments impacted by the Project shall be coordinated and reviewed by the City's Maps and Survey Division.

### **B. Roadway, Curb, Sidewalk and Private Parking**

The **Consultant** shall locate, identify and depict the limits of pavement reconstruction, milling and resurfacing, deep milling and/or full depth pavement base repair, new granite stone curb replacement and sidewalk replacement.

Separate tables shall be prepared for areas of deep milling and/or full depth pavement base repair, curb replacement or curb resetting, and sidewalk replacement. Tables shall include all information and notes necessary to accurately depict the work.

The **Consultant** shall design appropriate curb radii and turning clearance at each intersection for reconstruction and rehabilitation projects or where curb lines are being revised (e.g. new curb bump outs). The vehicle turning template shall be verified with appropriate software, such as, AutoTurn. Turning template drawings for the existing and proposed condition shall be submitted to the City for review. The Consultant shall determine the appropriate design vehicle to utilize for the various turning movements at each intersection. The Consultant shall develop a table depicting the existing and proposed vehicle type accommodated for each turn at each intersection. Every effort should be made to accommodate the appropriate design vehicle. The Consultant shall notify the City if the proposed intersection design will not accommodate the appropriate design vehicle and if it accommodates a lesser design vehicle than the existing condition.

If South Union Street is changed to a rehabilitation, the **Consultant** shall carefully consider the appropriate new curb reveal and potential deep milling of pavement to provide for adequate drainage of the street. The **Consultant** shall strive to achieve a design that will provide a 6" minimum curb reveal and a 2" minimum thickness of asphalt over the existing brick pavement base. If a lesser curb reveal and/or pavement thickness is necessary in select locations, the **Consultant** shall seek approval from the **City** prior to finalizing the design.

The **Consultant** shall evaluate where privately owned off-street parking or drive aisles are located with relation to the back edge of sidewalk to determine if a 10' minimum offset is achieved. If the 10' minimum offset cannot be achieved, a variance may be required or a parking rail may need to be installed. On some projects with a significant number of businesses, it may be necessary to develop a table depicting the existing and proposed offsets, the proposed mitigation or the need for a variance. This information shall be provided to the Zoning Division for review.

The **Consultant** shall assess and investigate all areas within the project limits for ponding of storm water runoff issues and drainage deficiencies. This may include, but is not limited to, pavement, accessible curb ramps, sidewalk, driveways, etc. The **Consultant** shall evaluate and provide recommendations to correct such drainage deficiencies. In some cases ponding issues can be corrected by cleaning clogged catch basins or with paving operations. However, on occasion a new catch basin may need to be installed.

### **C. Accessible Curb Ramps**

All existing and proposed accessible curb ramps shall be depicted on the plans. A table shall be prepared for curb ramp related features and shall include all information and notes necessary to accurately depict the work, including but not limited to street intersection, quadrant, radius, ramp type, and flare material.

The **Consultant** shall design all accessible curb ramps within the project limits to meet current ADA and PROWAG design guidelines. All accessible curb ramps shall be designed to avoid ponding of storm water runoff and correct any existing drainage deficiencies. All accessible curb ramps shall be designed and detailed in 3D but do not need to be modeled in a DTM file.

For milling and resurfacing projects where ponding may exist at the curb ramps, the **Consultant** shall evaluate if the adjacent curb line can be raised to avoid ponding. Also, in order to minimize impacts to existing building corners and doorways, it may be necessary to set the new header curb higher than the elevation of the existing header curb. In both cases, existing and proposed curb elevations should be provided at critical locations. Refer to Special Notes *Drainage at Sidewalk Access Ramps* and *Sidewalk Access Ramps and Detectable Warning Surface Installation* for further information.

For milling and resurfacing and projects, the **Consultant** shall evaluate if the curb line adjacent to the curb ramp can remain and only replace the concrete portion of the curb ramp to reduce costs.

When ADA criteria cannot be met, the reason must be documented in the Engineers Report. Noncompliant pedestrian facilities must be justified and approved per HDM Chapter 2.

Construction details shall be prepared for all accessible curb ramps that will be improved beyond detectable warning system installation. Accessible curb ramp details shall provide sufficient information to allow the contractor to accurately construct the accessible curb ramps. The **City** will provide the Consultant with a sample curb ramp details if requested by the Consultant. At a minimum the details shall provide the following:

- Limits of Work
- Ramp configuration
- Clear space
- Turning Space
- Flush and transition curb limits

- Header curb length
- Curb radius
- Grade breaks
- Slopes and Dimensions
- Detectable Warning System (DWS)
- Applicable Notes, including recommended treatment to known drainage deficiencies
- Approximate Right-of-Way
- All surface and underground utilities (depth of cover must be verified for all curb modifications)
- Critical spot elevations where necessary, including existing and proposed header curb elevations and elevations at the turning space.
- Grading limits (cut and fill lines) behind the sidewalk and grading release lines.

Some additional guidance for curb ramp design is as follows:

- Directional curb ramps in-line with the pedestrian path (sidewalk and crosswalk) are preferred wherever possible.
- Resetting of existing curb is not desirable unless it is specifically necessary for a unique reason (e.g. special curb material).
- Design should consider sidewalk snow plowing operations.
- Design should avoid slivers of grass.
- Design should avoid multiple radii in the ramps and/or adjacent sidewalk.
- Design should include the minimum necessary radial length on the header curb so that a full 5' x 2' min. DWS can be placed and avoid cutting corners or edges.
- Design should account for any necessary grading impacts behind the sidewalk, including lawn, building façades, doorways, steps, areaways, window wells, etc.

#### **D. Driveways**

All existing and proposed driveways shall be depicted on the plans. A table shall be prepared for driveway related features and shall include all information and notes necessary to accurately depict the work, including but not limited to property address, pavement material, driveway width, apron slope and identification of shared driveways and depressed sidewalk and driveways.

All driveway aprons shall be designed and constructed per City standards and the maximum running slope allowed in New York State with 8% for residential and 6% for commercial properties. The **Consultant** shall identify where additional sidewalk work is required to meet the appropriate driveway running slope and *PROWAG* design standards. Driveway slopes that exceed the allowed values and cannot be adjusted within reason will be evaluated on a case-by-case basis and discussed with the City.

Existing driveways that require restoration will be restored with the existing material (asphalt, concrete or brick). New driveway openings shall be coordinated with the City's Project Manager and City Permits.

All abandoned curb cuts at driveway openings to vacant properties, illegal driveway aprons, illegal driveways and front yard parking that were identified by the Consultant shall be coordinated with the City's Project Manager, Permits and Zoning. Driveway curb cuts to vacant parcels will be closed off with full height granite stone curb with tree lawn restoration.

The **Consultant** shall identify and prepare sketches for driveway closures or changes to existing width. The sketches shall be prepared on letter size paper (8 ½" x 11") and shall clearly depict and identify the permit issue and property owner. The **Consultant** shall coordinate with the City

for submittal of permit sketches. Letters (prepared by City Permits) and sketches are required to be mailed two (2) weeks minimum prior to the public information meeting.

**Assumption:** *For milling and resurfacing projects, the **Consultant** shall only identify abandoned curb cuts at driveway openings to vacant properties. Illegal driveway aprons, illegal driveways and front yard parking shall only be addressed on milling and resurfacing projects if a known safety issue exists.*

**Assumption:** *Approximately XXXX (#) driveways will need permit sketches. Permit sketches are not required for abandoning driveways to City owned lots.*

The **Consultant** shall evaluate the installation of header curb at existing driveway openings, as needed, to ensure adequate milling and resurfacing operations. If budget allows, additional driveway header curb replacement may be included in the project. The **Consultant** shall identify, justify and quantify header curb installation and discuss with the City prior to implementation.

**Assumption:** *Driveway apron work will be restricted to locations where sidewalk and/or curb replacement affects the existing apron.*

#### **E. City Street Lighting**

The **City** will provide the Consultant with street lighting recommendations developed by the City Street Lighting Division. The **Consultant** will design all proposed street lighting improvements and coordinate with the City Street Lighting Division.

Existing and proposed street lighting features (poles, hand holes, conduit, meters, power points, wiring diagrams, etc.) shall be depicted on the plans. Separate tables shall be prepared for street lighting related features as necessary. Tables shall include all information and notes necessary to accurately depict the work. Based on the complexity and size of the street lighting improvements and if there are both proposed light poles and utility pole mounted lighting included in the project, it may be necessary to develop separate tables for disposition of existing light poles, proposed light poles, and utility poles.

The **Consultant** shall perform a Photometric Analysis if the existing street lighting system is altered or a new street lighting system is proposed. The **Consultant** shall submit the results of Photometric Analysis to the City for review. The Photometric Analysis shall consider pole type and size, luminaire type and wattage, foot candle level, uniformity ratio, and spacing.

The **Consultant** shall coordinate the need to install new meters and power points with RG&E and the City Street Lighting Division. The **Consultant** shall coordinate the need to maintain the existing street lighting system during switchover with the City's Street Lighting division, as needed.

**Assumption:** *Photometric Analysis and street lighting design is required*

**Assumption:** *The **Consultant** shall confirm with the **City** if the following lighting improvements will be incorporated into the project prior to proceeding with design. These lighting improvements will only be included if funding allows.*

- *All existing steel light poles will be replaced (one-for-one) with new standard two piece black poles and arms. Existing LED cobra luminaires will be reused. Plans shall indicate this work to be performed BY OTHERS.*
- *All existing traffic signal poles will be painted black to match new street light poles.*

## **F. City Fiber Optic Conduit**

The **City** will provide the Consultant with recommendations for the installation of city fiber optic conduit. The **Consultant** will design all proposed City fiber optic improvements in accordance with standard City fiber optic details and the latest edition of *Requirements for Fiber Optic Facilities Constructed in the Monroe County Pure Water District* and coordinate with the City Street Design Division and Monroe County Pure Waters as necessary.

Existing and proposed city fiber optic features (pullboxes, conduit, etc.) shall be depicted on the plans. A table shall be prepared for city fiber optic related features and shall include all information and notes necessary to accurately depict the work.

***Assumption: City fiber optic conduit design is/is not required***

## **G. Water**

The **City** will provide the Consultant with water recommendations developed by the City Water Bureau. The **Consultant** will design all proposed water improvements and coordinate with the City Water Bureau. The **Consultant** shall coordinate with Monroe County Water Authority (MCWA), as needed, if their facilities are within the project limits.

Existing and proposed water features shall be depicted on the plans. Separate tables shall be prepared for proposed water main, water main removal/abandonment, services, hydrants, valves and anodes. Tables shall include all information and notes necessary to accurately depict the work, including but not limited to property addresses for water services. All City Water Bureau water valve boxes within the limits of paving shall be identified as requiring an adjustment with a new valve box cover and concrete collar.

The **Consultant** shall assist the Water Bureau with identifying alternatives and providing guidance and other information (e.g. cost estimates) necessary to determine the disposition of existing water main that will no longer be in service (i.e. removal vs abandonment). If the water main is proposed to be abandoned, the Consultant shall assist the Water Bureau with the development of an Abandonment Request letter to the City Engineer. The Water Bureau will provide sample alternative analysis, cost estimates and Abandonment Request letters.

Refer to Section 1.201.H and 1.206.X for additional requirements.

***Assumption: Water main design is required***

***Assumption: Water main service replacements are required***

## **H. Sewer**

For all sewer manholes and catch basins that are not impacted by the project, Monroe County Pure Waters (MCPW) will provide the Consultant with recommendations for improvements as described in Section 1.202.L. The **Consultant** will design all proposed sewer improvements and coordinate with MCPW.

Existing and proposed sewer features shall be depicted and numbered on the plans. Separate tables shall be prepared for proposed sewer main, catch basins, manholes, and service laterals with cleanout assemblies. Tables shall include all information and notes necessary to accurately depict the work, including but not limited to existing and proposed top of grate, top of cover and inverts where appropriate. All sewer manholes and catch basins that require replacement, repair or adjustment shall be identified as requiring new frames and grates/covers and a concrete collar.

If the existing storm drainage system is altered or a new drainage system is proposed, the **Consultant** shall conduct hydrologic and hydraulic analysis. The **Consultant** shall strive to reuse



existing storm sewer laterals to minimize new connections to the sewer main. All catch basins shall have separate connections to the sewer main unless approved by MCPW.

The Consultant shall develop a Drainage Report when hydrologic and hydraulic analysis is performed.

Refer to Section 1.201.H for additional requirements.

***Assumption: Hydrologic and hydraulic analysis, drainage design and a Drainage Report is required***

***Assumption: Storm and/or Sanitary sewer main design is not required***

#### **I. Traffic Features**

The **Consultant** shall provide Signage and Pavement marking plans, including marked crosswalks, striping, provide an inventory of signs and sign sleeves, and prepare a table included in the contract plans to identify disposition, ownership of new signage, sign sleeves, station, offset, type (MUTCD number), size, appropriate notes. The **Consultant** shall coordinate the review and approval of Signage and Pavement Markings Plans with MCDOT. The **Consultant** shall coordinate the implementation of all traffic calming and safety improvements with the City, MCDOT, Traffic Control Board and NYSDOT (as necessary).

MCDOT will determine if the existing traffic loops will be replaced with video detection cameras. The **Consultant** shall prepare separate tables included in the contract plans for Traffic Signal Loop Detectors and Traffic Signal Video Detection Cameras. On all street projects, traffic loops will be installed by the street contractor regardless of funding source. Video detection cameras will be supplied and installed by County forces regardless of funding source. On locally funded projects, the tables should indicate that the video detection cameras will be provided and installed BY OTHERS. On fed-aid and state funded projects (excluding state touring route – STR funded projects) item 680.9500XXMO should be included in the contract so that the County can get reimbursed for the video detection cameras.

The **Consultant** shall design for retrofitting existing traffic signal arms or span wires along with signal head relocation to accommodate any new pavement markings.

Reflective back plates shall be installed on all existing and proposed traffic signal heads. MCDOT will determine if back plates should be installed on span wire traffic signals.

The **Consultant** shall design for replacement of the existing traffic signal system based on the new geometrics.

The **Consultant** shall determine if new crosswalks and/or Rectangular Rapid Flashing Beacons (RRFB's) are warranted in accordance the MCDOT Traffic Studies Procedure Manual.

The **Consultant** shall design appropriate Intersection Sight Distance (ISD) at each intersection in accordance with the MCDOT Traffic Studies Procedure Manual. ISD drawings for the existing and proposed condition shall be submitted to the City and MCDOT for review. The Consultant shall develop a table depicting the existing and proposed ISD accommodated for each intersection. Every effort should be made to accommodate the minimum ISD. The Consultant shall notify the City if the minimum ISD will not be achieved.

The **Consultant** shall coordinate and receive approval of all traffic features improvements from the City of Rochester Traffic Control Board, MCDOT and NYSDOT (as necessary).

**Assumption:** *Traffic features and improvements for the project might include but not be limited to the following:*

- 

#### **J. Complete Streets**

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

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

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

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

#### **K. City Trees and Plants**

The **Consultant** shall provide design recommendations for tree removal, tree replacement and/or design recommendations and details on how to improve the existing trees to allow continued growth without compromising the sidewalk. Any impacts to trees within the public right-of-way shall be reviewed and approved by City Forestry. Tree removals, tree plantings and other plantings shall be depicted on the plans and approved by City Forestry.

Separate tables shall be prepared for existing tree removals and proposed trees and other plantings (Plant List). Tables shall include all information and notes necessary to accurately depict the work, including but not limited to species and size. Additional design considerations are utilizing steel curb to retain large trees, removal of steel tree grates and installation of porous pavement in tree pits.

The **Consultant** shall provide sketches and the **City** will prepare letters to residents regarding tree removals and plantings.

#### **L. Bus Stops**

The **Consultant** shall evaluate the need for bus stop landing pads within the project limits. Any changes, improvements or impacts to the public transit system must be coordinated and approved by the City and the Regional Transit Service. RTS bus stop sign sleeves will be installed by the street contractor. RTS will install the sign post and sign.

#### **M. Retaining Walls**

The **Consultant** will design new or replacement retaining walls necessary to complete the project and submit all design calculations to the City for review.

**Assumption:** *Retaining wall design is not required*

#### **N. Hazardous Waste and Contaminated Materials**

The **Consultant** shall coordinate with the City of Rochester Division of Environmental Quality for depicting and detailing Hazardous Waste and/or Contaminated Materials handling in the plans and contract documents.

#### **O. Corridor Specific Recommendations**

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

#### **P. Roadway Cross-Sections**

The **Consultant** shall develop project cross sections for all streets in the project. Cross sections will be developed at all driveways, carriage walks and private walkways (at a minimum) and supplemented at 25-foot stationing where necessary.

Cross sections will be prepared on 11"x17" and at 1"=10' V and 1"=10' H. Cross sections will display the following features:

- Original ground
- Finished grade
- Pavement structure
- Curbing
- Sidewalk
- Driveway Aprons
- Highway boundary / right-of-way lines
- Proposed cross slopes
- Existing and proposed PGL elevations

Existing and proposed utilities and drainage information do not need to be depicted on the plotted cross sections unless a sewer main is proposed. Cross-sections are not required for street segments that will be milled and resurfaced.

#### **Q. Digital Terrain Model (DTM)**

The **Consultant** shall create a single finished grade Digital Terrain Model (DTM) containing each street in the project, including intersecting side streets. The submitted DTM shall provide coverage of all proposed grading limits and shall not include any overlap between interconnecting streets. The DTM shall provide 100% accuracy to the back edge of sidewalk (i.e. pavement, curb, curb lawn and sidewalk), however the cross-sections may be manually manipulated beyond the back edge of sidewalk to establish accurate cut/fill lines, impacts to carriage walks/steps, etc.

#### **I. Grading**

The **Consultant** shall develop a cut/fill line and a Grading Release line (GR) for each affected property in order to estimate topsoil and seed quantities and develop a Grading Release Table. The Grading Release line is only required when cut/fill lines extend beyond the Highway Boundary. The **Consultant** shall set the Grading Release line approximately 5' from the cut/fill line. Cut/fill lines typically do not need to be shown on the plans unless the proposed cut or fill is significant.

The **Consultant** shall develop pavement contour plans for the entire project area paving limits. Contours will be displayed at 0.25 foot intervals.

## **R. Permits and Approvals**

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

1. NYSDOT Highway Work Permit – PERM #33

Any impact to NYS roads will require a Highway Work Permit. The **Consultant** shall submit design plans of any work on NYS ROW or WZTC schemes for work or work zones which will impact NYSDOT roads or property. The **Consultant** shall obtain the most current PERM #33 Process Guidelines document from the NYSDOT project liaison for additional permit process.

2. Monroe County Department of Public Health Permit – DOH-348

Any impacts to the Public Water Supply will require a Health Department permit. The **Consultant** shall submit design plans for improvements to any water main or water service (4-inch in diameter or above). The **Consultant** shall obtain the most current DOH-348 form from the Monroe County Department of Public Health.

## **S. Traffic Control Board (TCB)**

The **Consultant** shall present the project to the Traffic Control Board (TCB) for approval of any proposed changes in traffic regulations or endorsement of geometric changes, pavement width changes (including addition of curb bump-outs), changes in the direction of traffic flow, lane reductions, removal or introduction of parking, parking regulation changes, installation of bike lanes, the proposed Work Zone Traffic Control Plans, etc. The **Consultant** shall prepare all visual aids and documents required for the TCB. The **Consultant** shall submit documents to the City in advance of the meeting for review and comments. The City will provide sample drawings if geometric or pavement width changes are required.

**Assumption:** ~~XXX (X)~~ Traffic Control Board meetings will be required

## **S. Meetings**

Refer to Section 1.201.B

## **T. Utility and Railroad Coordination**

Refer to Sections 1.201.H and 1.201.I

## **U. Utility Construction Schedule**

The **Consultant** will develop a Utility Construction Schedule summarizing all utility related work that will be done in advance of, during and after construction, including an estimated duration for each utility work item being performed on the project and utility agency contacts. The schedule should include work being done by the street contractor as well WORK BY OTHERS as described in the Contract Proposal Book, including utility agencies, MCDOT, MCPW, City Water Bureau, City Street Lighting Division and others. The **City** will provide the Consultant with a sample Utility Schedule(s) if requested by the Consultant.

## **W. Contract Proposal Book**

The **Consultant** will confirm with the City which generic Contract Proposal Book to utilize for the Project. Contract Proposal Books and City Standard Special Notes can be found and downloaded from the City's website.

## **X. Construction Management Plan (CMP)**

The **Consultant** shall prepare a draft Construction Management Plan (CMP) in accordance with the LPM Chapter 12 for submission to the City. The Draft CMP is then finalized by the RPR Consultant and submitted to and approved by the NYSDOT RLPL prior to contract award.

## Y. Submittals

### 1. Detailed Design Plans (50%)

The **Consultant** will advance the approved design alternative to 50% completion and submit the following documents:

- Transmittal Memorandum (in accordance with Section 1.201.E)
- Plans (in accordance with Section 1.201.E) and any other drawings that may be necessary as determined by the **City** and the **Consultant**
- Engineer's Cost Estimate (in accordance with Section 1.201.F)
- Draft Cross-Sections
- Color Utility Plans (separate from Plan Set – PDF only)
- New or PIN Only Special Specifications (if known)
- New or PIN Only Special Specification Justifications (if known)

The 50% submission format and distribution shall be in accordance with Section 1.201.E.

### 2. Advance Detail Plans (ADP) (90%)

The **Consultant** will advance the design to 90% completion (ADP) and submit the following documents:

- Transmittal Memorandum (in accordance with Section 1.201.E)
- Plans (in accordance with Section 1.201.E) and any other drawings that may be necessary as determined by the **City** and the **Consultant**
- Engineer's Cost Estimate (in accordance with Section 1.201.F)
- Cross-Sections
- Color Utility Plans (separate from Plan Set – PDF only)
- New or PIN Only Special Specifications
- New or PIN Only Special Specification Justifications
- Sign Face Layouts

The **Consultant** shall also submit the following documents as they are complete but no more than two (2) weeks after the ADP submission or as directed by the City's Project Manager:

- Pre-Final Engineer's Report
- Draft Contract Proposal Book
- Draft Construction Management Plan
- Draft SWPPP
- Draft Drainage Memo
- Any necessary Permits

The 90% submission format and distribution shall be in accordance with Section 1.201.E.

**Assumption: Zero (0) Add Alternates will be included in the Project.**

### 3. Pre-PS&E (99%)

The **Consultant** will advance the design to 99% completion (Pre-PS&E) and submit the following documents.

- Transmittal Memorandum (in accordance with Section 1.201.E)
- Plans (in accordance with Section 1.201.E) – Unstamped
- The FINAL versions of all other documents submitted at 90%

- PS&E Transmittal Memo
- ROW Clearance Certificate
- Mylar Cover Sheet – for routing of signatures
- Draft Utility Construction Schedule
- Status of Special Specifications Table
- Hazardous Waste / Contaminated Materials Report
- Signal Pole Foundation Calculations

The 99% submission format and distribution shall be in accordance with Section 1.201.E. The intent is to ensure all comments from the 90% submission have been adequately addressed.

If approved by the City and NYSDOT, the 99% submission may be used to obtain Construction Authorization (CA) for federal funded projects. The **City** will coordinate the request for CA with the NYSDOT and review the necessary documents prior to submittal to NYSDOT, including the Plans, Engineer's Estimate, PS&E Transmittal Memo and ROW Clearance Certificate.

#### **4. Contract Documents / PS&E (100%)**

The **Consultant** will prepare a complete package of bid-ready (100% complete) contract documents. The PS&E submission shall include the following contract documents:

- Transmittal Memorandum (in accordance with Section 1.201.E)
- Plans (in accordance with Section 1.201.E) – Signed and Stamped
- The FINAL versions of all other documents submitted at 99%
- Supplemental Information Available to Bidders
- Any other necessary contract documents not submitted at 99%

The 100% submission format and distribution shall be in accordance with Section 1.201.E.

The **City** will coordinate the request for Construction Authorization with the NYSDOT if this did not occur at the Pre-PS&E submission.

### **Section 1.207 Advertising, Bid Opening and Award**

#### **A. Advertisement**

The **City** will place the advertisements on BidNet, Daily Record and NYS Contract Reporter.

The **Consultant** is to prepare for, attend and assist the City in the pre-bid meeting. Meeting Minutes will be prepared by the **Consultant**.

Advertisements will not be placed until authorization is granted to the City by the NYSDOT.

The **Consultant** shall prepare addenda as needed during the bidding phase, including a summary of "Modifications to the Contract Documents and/or Drawings", revised pages of the Contract Proposal Book and addendum drawings. Such addenda shall conform to the requirements of the City's Purchasing Agent and in the format requested by the City.

**Assumption:** Two (2) addendums will be required for the project.

#### **B. Bid Opening (Letting)**

The **City** will hold the public bid opening. The **Consultant** shall attend the bid opening if directed by the City. The **City** will supply the contractors' original bid proposal documents to the

**Consultant**, which is necessary to complete the bid analysis and award recommendation as described below.

### **C. Award**

The **Consultant** will analyze the bid results and prepare a letter of recommendation for award addressed to the City Engineer and signed by the Consultant. The letter of recommendation shall be packaged with the necessary award documentation. The analysis shall comply with Chapter 14-Advertisement, Contract Letting and Award from the NYSDOT Local Projects Manual (LPM).

This information shall be returned to the City within **five (5)** working days or as directed by the City. The **Consultant** shall submit the bid tabulations, low-bidder's share breakdown, bid analysis, and recommendation letter. The **Consultant** shall coordinate with the City on the number and format required for the submittal.

If directed by the City, the **Consultant** shall expedite the delivery of the bid tabulations and share breakdown prior to completion of the remaining award documents.

For federal funded projects, the **Consultant** will assist the City in preparing and compiling the award package to be transmitted to the NYSDOT, including a draft Award Documentation letter addressed to the Regional Local Projects Liaison (RLPL) and signed by the City Engineer. The **City** will provide a template for this letter.

For federal funded projects, the **Consultant** shall request the latest EBO Excel spreadsheet template from the RLPL and submit to the City in accordance with Chapter 14 of the LPM. Estimate two weeks after Council Ordinances are received as the Award Date in the *Header Info-DBE* tab. The Award Date must later be revised in the EBO template with the actual Award date and sent to the RLPL the day Purchasing sends the official Award notification to the Contractor.

For federal funded projects, the **City** will award the contract and transmit the award package to the RLPL.

The **Consultant** shall submit Conformed Construction Plans to the City and other agencies in the format described in Attachment C - Drawing Submittal Requirements.

The **Consultant** shall submit to the City all CAD and InRoads files used to develop the Conformed Construction Plans and all quantity computations used to develop the Engineer's Estimate in both Excel and PDF format. The quantity computations shall include any Addendum related changes that were made during bidding.

The **Consultant** shall submit the Final Utility Construction Schedule.

### **Section 1.208 Construction Support**

Work under this section will always be in response to a specific assignment from the City under one of the tasks below:

- A. In response to unanticipated and/or varying field conditions, changes in construction procedures or as requested by the City, the **Consultant** will conduct on-site field

reconnaissance and/or field meetings and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets. The **Consultant** shall submit Field Change Drawings to the City and other agencies in the format described in Attachment C - Drawing Submittal Requirements. Field Change Drawings shall be developed in accordance with the NYSDOT Manual for Uniform Record Keeping (MURK) Part 1A, Section 91. The **Consultant** shall attend a post-mill field meeting to assess the underlying pavement conditions to assist in delineating areas of additional milling and/or full-depth pavement repair.

**Assumption:** *XXX (#) on-site field visits and XXX (#) Field Change Sheets*

- B. The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the City or the construction contractor. This includes the Traffic Control Plan.
- C. The **Consultant** will interpret and clarify design concepts, plans, specifications and any other Requests for Information (RFI).
- D. The **Design Consultant** should only be reviewing specialty shop drawings and/or other contractor submittals. The **RPR Consultant** should be reviewing and approving most submittals from the contractor, including standard material submittals items that are on the NYSDOT approved list.

**Assumption:** *XXX (#) reviews*

- E. The **Consultant** shall attend the RPR hand-off meeting, pre-construction meeting, all construction progress meetings and the final walkthrough meeting.

**Assumption:** *XXX (#) construction progress meetings*

- F. The **Consultant** shall develop record plans based on red-line drawings furnished by the Resident Project Representative. The record plans shall be developed in accordance with the NYSDOT Manual for Uniform Record Keeping (MURK) Part 1A, Section 91. Sample record plans will be provided by the City. The **Consultant** shall submit record plans to the City and other agencies in the format described in Attachment C - Drawing Submittal Requirements.
- G. For signalized intersections where minor improvements/modifications were made to the existing traffic signal and a new traffic signal plan was not included in the drawings, the **Consultant** shall revise the County's existing record traffic signal plans via PDF Editor. Some examples of minor improvements/modifications include, but are not limited to, changes to traffic signal loops, addition of vehicle detection cameras, relocation of pedestrian poles or buttons, disconnects, cabinet work, etc.
- H. The **Consultant** shall provide digital record files conforming to the City standards provided in Attachment D - City Digital Record File Standards.

Corrections of design errors and omissions are **NOT** reimbursable.

## **Section 1.209 Construction Inspection**



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

### **Section 1.210 Additional Services**

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

- A. If the Consultant is caused expense due to substantial revisions of previously approved studies, design documents, drawings or specifications, such revisions having been ordered in writing by the City, or if the scope of the project is significantly enlarged either by expansion of the project's physical limits or by increase of the Consultant's responsibilities.
- B. If the Consultant is requested to prepare an Environmental Impact Statement (EIS) for the Project, all services related to the preparation and approval of the EIS shall constitute additional services.
- C. Should the City require the services of the Consultant as an Expert Witness on behalf of the City and request such services in writing, serving as an Expert Witness shall constitute as additional services.

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

## **ARTICLE I, Part 3. SUBCONTRACTS**

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

## **ARTICLE I, Part 4. CITY RESPONSIBILITIES**

The **City** shall:

- A. Provide as complete information as is reasonably possible regarding requirements for the Project to the Consultant.
- B. Make available to the Consultant any information pertinent to the Project, including previous reports and any other data relevant to the design of the Project.

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

## **ARTICLE I, Part 5. FEES**

### **Section 1.501 General**

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

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

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

4. Fixed Fee
5. Additional Service Allowance

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

1. Basic Services Fee Computation

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

2. Overtime Premium

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

3. Overhead Allowance

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

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

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

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

- a. Audits of the firm conducted to establish overhead rates in accordance with Federal Acquisition Regulations or to establish adequacy of the firms accounting systems with respect to Federal regulations or Government Accounting Standards; and,

- b. Correspondence from New York State or comparable agencies establishing overhead billing rates for Federal Aid projects, including NYS Department of Transportation pre-negotiation, pre-award, and overhead audit letters and related audit reports.

4. Consultant Overhead Approval Documentation

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

5. Fixed Fee

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

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

6. Reimbursable Expenses

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

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

If the prevailing wage incremental costs and supplemental benefits for Surveyors are paid as a reimbursable expense (see Section 1.502.B.1, above), the **Consultant** shall compute these costs as follows. The difference between the employees' normal hourly wage and the appropriate prevailing wage, plus a payroll additive applied to this difference for any incremental social security, disability, or workers compensation insurance beyond those costs applied to the normal wage, will be considered as a project-related reimbursable expense. Regarding the wage supplement connected to the prevailing wage rate, the difference between the applicable, published wage supplement to be paid and those deductions which may be made for the employer's contributions in accordance with the Department of Labor's accepted procedures, plus a payroll additive applied to this difference as for the normal wage above, will be considered to be a project-related reimbursable expense. No overhead multiplier may be applied to these costs.

7. Payments and Retainage

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

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

8. Hourly Rates Approval

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

### **Section 1.503                      Fee for Additional Services**

- A. The **City** agrees to pay the Consultant for additional services performed by the Consultant within the maximum set forth in Section 1.501.A on the following basis:
- B. Adjustments to the Basic Services fee for extra work due to unanticipated change of scope of the project, or other extra work approved by the City's Authorized Agent, shall be made at the rate of 100% times actual payroll expenses for the Consultant's technical and professional personnel, plus an overhead allowance as authorized in Section 1.502.B.3, plus a Fixed Fee subject to the approval of the NYSDOT;
- C. Adjustments to the Basic Services fee for additional work which is within the original or amended scope of the agreement may be approved at the sole discretion of the City's Authorized Agent; such adjustment will be calculated as above, however, no Fixed Fee adjustment will be allowed.
- D. The **City** shall pay the Consultant as an expert witness at the rate of \$400.00 per day for any day or portion thereof for which the Consultant is required to appear as a witness.
- E. The **City** shall pay the Consultant to provide property survey and preparation of plots and legal descriptions at \$350 per plot.
- F. Should the City utilize the Consultant to provide Resident Project Representation services, the construction phase services portion of this Agreement shall be terminated and shall be negotiated in the subsequent agreement for Resident Project Representation services.
- G. Should anticipated payments for additional services calculated on these bases, cause the total of the agreement to exceed the maximum set forth in Section 1.501.A, the **City** will seek approval to issue the Consultant an amendatory agreement describing the additional services and providing compensation there from any necessary City, State, and Federal authorities.

### **Section 1.504                      Fee Administration**

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

#### **ARTICLE I, Part 6. TERM**

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

#### **ARTICLE I, Part 7. TIME OF PERFORMANCE**

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

#### **ARTICLE I, Part 8. REMOVAL OF PERSONNEL**

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

#### **ARTICLE I, Part 9. AUTHORIZED AGENT**

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

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

- B. The **Consultant** hereby designates:

Name, P.E.  
Title  
Consultant

Address  
Rochester, New York

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

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

## **ARTICLE I, Part 10. OWNERSHIP OF DOCUMENTS**

### **A. Documents and Delivery**

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

### **B. Digital Format**

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

## **ARTICLE I, Part 11. CONFIDENTIALITY**

### **Section 1.1101 General**

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

### **Section 1.1102 Freedom of Information Law**

Disclosures required by New York's Freedom of Information Law ("FOIL") shall not be considered a breach of any confidentiality provisions in this Agreement. Should Consultant provide the City with any records it deems confidential and exempt from FOIL, **Consultant** shall clearly mark such portions of those records as confidential and exempt from FOIL disclosure. Upon any request for disclosure of information so marked, the **City** will inform Consultant of the request and give Consultant ten (10) business days to submit a written statement of necessity for exempting the records from disclosure pursuant to New York Public Officers Law 89(5). As required by the Public Officers Law, the **City** will issue a determination as to disclosure within seven (7) business days. If the City determines that the records must be disclosed, **Consultant** may appeal the City's determination within seven (7) business days. Thereafter, the **City** shall respond to Consultant's appeal within ten (10) business days. If the City issues an adverse determination, **Consultant** may appeal the decision within fifteen (15) days of service by commencing an Article Seventy-Eight (78) proceeding under New York's Civil Practice Law and Rules.

## **ARTICLE I, Part 12. ORGANIZATIONAL CONFLICT OF INTEREST**

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