

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Rochester Public Library, Central Library Master Space Plan Phases 2 and 3
PROJECT NO.: 13056
CONSULTANT NAME:
AGREEMENT NO.:
AUTHORIZING ORDINANCE NO.:

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AGREEMENT

THIS AGREEMENT, entered into on the _____ day of _____, 2014, by and between the City of Rochester, a Municipal Corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York, 14614, hereinafter referred to as the "City", and [Consultant Name] with offices located at [consultant address, including city state and zip], hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City through the Department of Environmental Services, Bureau of Architecture and Engineering desires to engage the Consultant for the purpose of providing Architectural and Engineering services for Rundel Library and Bausch and Lomb Library at 115 South Avenue, Rochester, NY 14604, 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

Part 1. DESCRIPTION OF PROJECT

Section 1.101 General Description

The Consultant is to provide Architectural and Engineering Services to renovate portions of Rundel and Bausch & Lomb Libraries (Central Library) at 115 South Avenue, Rochester, NY 14604.

Part 2. DESCRIPTION OF PROFESSIONAL SERVICES

Section 1.201 General

The Consultant shall:

- A. Provide all Basic Services required for this Project including, but not limited to, Program Verification, Schematic Design, Design Development, Contract Documents, Bidding Phase, and Construction Administration, Hazardous Material Abatement Design and Management Phase Services
- B. Have on its staff and retain during the performance of its services all appropriate personnel necessary to completely and accurately perform the work and services required. Where the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work is included in the Project, such must be performed by an Architect or Engineer registered to practice in the State of New York.
- C. The Consultant agrees that, where the Project will involve the design or substantial renovation, relocation, or reconstruction of, or will involve the new construction of, a building, facility, street, sidewalk, park, mall or other public area, then it will incorporate into its design, study and other work those facilities or improvements reasonably required to give handicapped persons access to and enjoyment of those facilities. Such facilities or improvements shall conform to ANSI/ICC A117.1 – 2009 "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped". Such facilities and improvements for the handicapped shall include, but shall not be limited to, access ramps to buildings, sufficiently large elevators, support rails, rest room improvements, sidewalk curb cuts at corners, and additional lighting that are reasonably a part of and necessitated by the Project.

- D. Develop and submit to the City a detailed plan and schedule for the orderly and timely completion of the requirements of this Agreement. The Consultant shall utilize appropriate graphics and illustrate the plan, i.e. bar charts, etc. All pertinent dates of meetings and submittals shall be subsequent to execution of this Agreement.
- E. Maintain an up-to-date, orderly assembled project file of design notes providing a history of the design of the Project. Design notes shall include correspondence, calculations, documentation, references, and other material necessary to establish the basis for design. The Consultant shall furnish a copy of such notes to the City as requested.
- F. Report regularly to the City upon the progress and quality of the work. The Consultant shall conduct regular (as specified) on-site observations of the general progress of the work and shall consult with the City designated representative and the contractor giving its opinions and suggestions, based on its observations, as to any defects or deficiencies in the contractor's work.
- G. Prepare and furnish to the City within one week, minutes of all meetings held, and monthly progress reports in a mutually agreed upon format.
- H. The Consultant shall perform technical inspections as directed by the City's Project Architect or Engineer in general furtherance of the duties set forth below.
- I. Furnish, except as otherwise specified in this Agreement, all equipment, materials and supplies required to carry out the provisions of this Agreement and to perform the services described above. All such equipment, materials and supplies shall be of commercially acceptable quality and suitable for their purpose to the reasonable satisfaction of the City.
- J. Provide Reimbursable Services enumerated herein if approved in writing by the City.
- K. Provide Additional Services, if required, at the written request of the City.

Section 1.202 Basic Services

A. Program Verification

- 1. Review written report(s), cost estimates and program summaries.
- 2. Consult with the City and other necessary and appropriate government units, utilities, organizations, and persons in order to verify the requirements of the Project, review the program summaries and elements with the City and client department and make necessary revisions herein.
- 3. Evaluation and verification of program data to include, but not be limited to, meetings with City staff and client department to review, evaluate and verify their divisional space and functional needs (layouts, furnishings, equipment storage, etc.).
- 4. Establish any building operational issues that may affect cost; i.e., security, operating hours, communication needs, etc.
- 5. Provide the City with a Program Verification Report.

B. Schematic Design

- 1. Upon receipt of written approval from the City, prepare 3 schematic design(s) for review and approval by the City. The schematic drawings shall show the proposed design character and the location of major facilities and design features of the Project.
 - a. A detailed cost estimate separating labor and materials shall accompany the

schematic drawings for each of the design options developed.

2. Submit the final schematic design, satisfying the City's requirements. The City shall issue a written order to proceed with the Design Development Phase upon acceptance of the final schematic design.
3. Prepare presentations to representatives of the City, as is reasonable, to satisfy the City and all other required agencies.
 - a. Formal presentations [as required]
 - b. Public presentations [as required]

C. Design Development

1. After approval of the final schematic design submission, the City shall issue a written order to proceed with the Design Development phase.
2. Submit detailed design reports including drawings showing the general design and appearance of all structures, facilities, and utilities to be provided, including a site plan showing the proposed location and arrangement of elements on the site and the materials to be used. The rationale for selection should be outlined; if alternate layouts, designs and materials exist, the alternatives are to be a recommendation of the best alternative.

The reasons for this selection should be outlined. If after reviewing the designs, the City determines modifications must be made, revised designs incorporating the modifications shall be prepared and submitted to the City within a mutually agreed period of time

3. Provide an outline specification (titles, section numbers) for the project.
4. At the completion of the design development stage, the Consultant shall provide an itemized construction cost estimate based on information available, separating labor and materials.
5. Provide design drawings which shall include all Project components and accessories, including system elevations (when applicable).
6. Provide a preliminary construction schedule showing, at minimum, target bid date and construction duration.
7. Present the City with a Design Development Report. Such report shall include approved alternatives and recommended selection of alternatives.
 - a. Submit detailed design drawings showing the general design, outline specifications, revised cost estimates, material cut sheets and material selection.

D. Contract Documents

1. Perform the final design and the preparation of detailed contract documents in accordance with applicable City, County, State, and Federal regulations ("codes") for all elements of work including:
 - a. Architectural Designs
 - b. Mechanical Designs; including plumbing (if included in project)
 - c. Structural Designs
 - d. Electrical Designs
 - e. Hazardous Material Abatement Design and Management
 - f. Interior Furniture Layout and Design

2. Provide design progress reviews with the City and other authorities as required.
3. Provide the City with a revised cost estimate for the Project based upon completed Contract Documents.
4. Prepare for approval by the City, the Contract Documents including bidding forms, the Contract Agreement, and General Conditions, using standard City Contract Conditions, project specifications and working drawings for the Project. The Bid Documents are to conform with City standards wherever applicable.
 - a. Prepare a list of all permits, licenses, reviews, and approvals required by Contract Documents.

E. Bidding Phase Services

1. The Consultant is to assist the City in pre-bid meetings and reviewing and recommending awards, and evaluating alternate bids.
2. Prepare addenda as required for City advertisement/issuance.

F. Construction Phase Services

1. Conduct a pre-construction conference after receipt of a written request to do so from the City. Such pre-construction conference attendees shall include the Consultant, or its authorized representative, the contractor(s), authorized representatives of the City, as well as representatives of any other public or private agencies which the City determines should be in attendance.
 - a. Identify for discussion and decision, at the pre-construction conference, the manner in which the construction will be administered by itself and the City, the scheduling of construction, and any other problems or questions which in the opinion of the Consultant or the City must be settled before the start of construction. The Consultant shall confer with an authorized representative of the City concerning the agenda and attendees prior to scheduling the aforesaid.
 - b. Observe that all necessary permits and licenses have been obtained prior to work commencement.
2. Review and approve samples, catalog data, schedules, shop drawings, laboratory, shop tests of materials and equipment, progress data and time charts, and other data which the Contractor is required to submit for conformance with the design intent of the Project.
3. Consult and advise the City of Rochester on critical "issues" while acting as the City's representative at the Project site. Issue all instructions to the Contractor and prepare routine change orders as required using AIA standard documents.
4. Review and approve, based on its on-site observations and the Contractor's applications for payment, that work has progressed to the point indicated and that, to the best of its knowledge, information, and belief, the quality of the work is in accordance with the Contract Documents, subject to the results of any subsequent tests called for in the Contract Documents.
 - a. Prepare weekly report of the progress of the work and the contractor's compliance with both the construction schedule and the Contract Documents.
5. Make visits to the job site twice weekly for the purpose of clarifying or interpreting any phase of the work and monitoring job progress, where necessary and/or requested.

6. Schedule and conduct coordination and progress meetings. Progress meetings are to be held to discuss such matters as procedures, progress, problems, and scheduling. Prepare and distribute minutes within 48 hours of meeting. Progress meetings are to be held at least weekly.
7. Make no change in the scope of the work or in materials specified until approval for such change has been given in writing by the City.
8. Conduct, in company with "others" designated by the City, a final inspection of the Project for conformance with the design intent of the Project and compliance with the information given by the Contract Documents. Acknowledge the completion of the Project in writing prior to final payment to the Contractors. The approval of the City, or other Agency approvals, shall be required as a condition for the acceptance of the work by the City.
9. Coordinate the required activities of utility companies, the City, the County of Monroe and all other related entities with the City and its Contractors.
10. Furnish to the City of Rochester, based on marked up prints, drawings, and other data furnished by the Contractor, a set of reproducible drawings showing all Construction (elements/systems), as actually built. Provide files in electronic PDF and AutoCAD format.
11. Review and make recommendations to the City on any claims received from Contractors.

G. Hazardous Material Abatement Design and Management

1. The hazardous material abatement consultant is to identify all of the potential hazardous material within the work area that will be effected by the project and the site and prepare the construction documents for its abatement and removal and management of these materials associated with the construction project. The consultant shall verify activities comply with the contract documents and applicable laws and regulations. Responsibilities of the consultant include, but are not limited to:

Perform a survey of the buildings work area, including systems, utilities and building components that will be impacted by the construction project to identify all hazardous materials to include but not be limited to:

- a. Asbestos
- b. Lead paint

All testing for hazardous materials and air monitoring will be done with the City's term testing contractor under the consultant's direction and management.

2. Develop construction documents for the abatement and management of the hazardous materials for the construction phase of the project.
3. Prepare cost estimates for abatement activities.
4. During the construction phase of the project, the consultants will undertake the following monitoring activities:
 - a. Review all notifications, all submittals, including notification to State Agencies that have jurisdiction over abatement activities,
 - b. Review plans and shop drawings for construction of documentation enclosure system and for isolation of the work areas to insure they meet specifications and abatement regulations.

- b. Review abatement construction documentation concerning their employees that includes respirators fitting, wearing of protective clothing, on use of showers, on entry and exit from work areas and all aspects of work procedures. Also review documentation that all employees have received medical examinations as required by OSHA.
- c. Review submittals on equipment to be used.
- d. On site review as abatement activities proceed insuring that specifications and regulations are being met.
- e. Review air monitoring information during abatement activities to insure no limits are exceeded.
- f. Once abatement activities are completed, inspect to insure that the abatement activities have removed the material to the level required by all applicable regulations.
- g. Receive and review documentation on the disposal of abated materials to insure the disposal meets the applicable regulations.
- h. Review all final submittals as the abatement are completed to insure specifications and regulations have been met.

H. Miscellaneous Records / Reports / Duties

1. General Record Assembly as follows:

- a. Compile field samples, which are specified in the Contract Documents.
 - b. Make available a complete set of Contract Documents with all revisions and addenda.
 - c. Compile a complete set of approved shop drawings.
 - d. Compile a complete set of all correspondence regarding the Project.
 - e. Compile copies of all guarantees, certifications, and operation manuals for the Project.
 - f. Compile a copy of all contractual project schedules as amended.
2. Create and maintain a log of all submittals required by the Contract Documents and shall indicate the Contractor responsible for making the submission, the information required to be submitted, the dates required and the current status of the submission.
 3. Prepare and issue Proposal Requests (PR's), Supplementary Instructions (SI's), Requests for Information (RFI's) and Change Orders (CO's), using information gathered. Evaluate information, disseminate information and assist the City in decision making regarding CO's. Prepare appropriate change orders and monitor their status. Prepare logs to track PR's, SI's, RFI's and CO's. The log shall indicate cost estimates for each, whether approved or not.
 4. Maintain a record of all Contracts, Drawings, Specifications, Addenda, Change Orders and other modifications. All documents are to be kept in good condition and marked to record all changes made during construction. These documents are to be kept current at all times.
 5. Maintain a record copy of all Shop Drawings, Project Data, Samples, Submittals, applicable handbooks, specified reference data, maintenance and operating manuals and instructions, and other related documents. Submittals are to be filed by the CSI numbering system.

6. Review and file all testing reports, notifying the City immediately of any-conforming tests or any other potential problems with test results and provide recommendations for satisfactory resolution.

I. Scheduling Control

1. Consistent with the construction schedule issued during design, and utilizing the Prime Contractor's schedules provided by the separate Prime Contractors, the Consultant shall create the Project Construction Schedule (utilizing bar charts and Critical Path Method) incorporating the activities of the various Prime Contractors on the Project, including activity sequence and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time for procurement. The Consultant shall update and reissue the Project Construction Schedule as required to show current conditions and revisions required based on actual experience. The Consultant shall create separate schedules for critical work, where necessary.
2. Take all reasonable measures to ensure that the work of all separate Prime Contractors is in compliance with the Project Construction Schedule, by monitoring, enforcing and coordinating the work of all separate Prime Contractors. The Consultant shall make recommendations to the City as necessary to enforce and maintain the completion of the work within the established schedule.

J. Cost Control

1. Throughout all Phases, prepare and update on an interval that is mutually agreed upon, an Estimate of Construction Cost consistent with the City's funding requirements in a format and on software acceptable to the City. The Estimate of Construction Costs shall document approved CO's and any and all anticipated changes (RFI's, PR's, etc.) to the construction cost on an individual prime contract basis and indicate contingency balance.
2. Maintain cost accounting records on authorized Work performed under unit costs, additional work performed on the basis of actual costs of labor and materials (e.g. Time and Materials), or other work requiring accounting records. Cost accounting procedures shall be consistent with established City methods and policies.
3. Recommend necessary or desirable changes (adds and credits) to the Architect and to the City, review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the City if they are accepted, prepare change order for the City's authorization.
4. Based on the on-site inspections performed by the Consultant, the Consultant shall review the Prime Contractors' draft Application for Payment with the City and the Contractor and reach agreement. The Consultant shall compare the Contractor's formal Application for Payment for consistency with the approved Schedule of Values and recommend payment to the City.
5. Coordinate activities of testing agencies employed by the Owner and shall monitor testing agency expenditures relative to the project budget, if requested.

K. Safety

1. Ensure receipt of all safety programs developed by each of the Prime Contractors as required by their Contract Documents and/or law, and coordinate the safety programs for the Project.
2. If during the course of the work, the Consultant observes an infraction of safety, the Consultant will call it to the attention of the Contractor's management and required

correction. The Consultant may request revisions to safety programs and corrective action plans in writing. However, the performance of this service does not, in any way, make the Consultant responsible for safety, nor does it relieve the Contractors of their sole obligation for the safety of their work and the job site and for meeting all other laws and regulations regarding safety.

L. Quality Control / Inspection

1. Perform on site observations of the work in progress for the City as a basis for determining that the project is proceeding in accordance with the Contract Documents. The Consultant shall prepare a daily Inspection Report (see General Record Assembly). Inspect each day's work, checking materials, workmanship/quality, and labor operation. Check all against the specifications, drawings, approved submittals, referenced data, etc. Reject inferior and non-compliant work, upon consultation with the City.
2. Observe such off-site operations as directed by the City.
3. Assist in obtaining building permits and special permits, excluding permits required to be obtained directly by the various contractors. Verify that the Contractors have paid applicable fees and assessments, where applicable. Assist in obtaining approvals from authorities having jurisdiction over the Project.
4. Determine, in general, that the work of each contractor is being performed in accordance with the requirements of the Contract Documents. Endeavor to guard the City against defects and deficiencies in the work. As appropriate, the Consultant shall require special inspection or testing, or make recommendations to the Project Manager regarding special inspection or testing of Work not in accordance with provisions of the Contract Documents. Subject to the review by the City, the Consultant shall reject work which does not conform to the requirements of the Contract Documents.

M. Job Site Control

1. Authority to Stop Work:
 - a. Authorize a stop work order on all or part of the Project for any reason that in the professional judgment of the Consultant requires such stoppage, for up to 24 hours, without prior consultation with the City. Upon issuing such stop work order, the Consultant shall immediately consult with the City to resolve the problems which lead to the stop work order.
2. Where requested, ensure that signage restrictions are enforced. Regularly inspect the job site to determine that appropriate and required signage is in place.
3. Regularly inspect the maintenance and protection of traffic elements including signage, barricades, fencing, etc. to ensure that they are in place and in good condition.
4. Enforce housekeeping procedures, as mutually established, and shall allocate space to the various prime contractors for offices, storage of materials and equipment, etc.

N. Substantial Completions

1. When the Consultant considers a Prime Contractor's Work, or a designated portion thereof, substantially complete, the Consultant shall schedule with the City an inspection for the purposes of creating a list of incomplete or unsatisfactory items. On the basis of that inspection, the Consultant will compile a complete, concise punch list from the incomplete or unsatisfactory items and determine a schedule for its completion. The Consultant shall transmit this list to all parties as part of the Certificate of Substantial Completion of the Work. The Consultant shall coordinate, inspect, and monitor the satisfaction, correction, and completion of the Work.

2. With the City, observe the Contractor's checkout of utilities, operational systems and equipment for readiness and assist in their start-up and testing.
3. Assure that partial and final Certificate of Occupancy (or letter of completion) are obtained from entities having jurisdiction.

O. Project Closeout

1. Following the Prime Contractor's completion of the punch list, determine that the work is ready for final inspection and shall conduct final inspections in conjunction with the City. The Consultant shall create a "closeout" checklist for each Prime Contract and shall monitor the closeout process. The Consultant shall secure and transmit to the City all required guarantees, affidavits, releases, bonds, and waivers and other closeout documents. The Consultant shall deliver all keys, manuals, record drawings and maintenance stock to the City.
2. Based on marked up prints, drawings, and other data furnished by the Contractor, furnish to the City a set of reproducible drawings showing all Construction (elements/systems), as actually built. Provide files in electronic PDF and AutoCAD format.

P. Guarantee Period Services

1. Prepare and distribute a guarantee punch list of any items to be corrected under the Guarantee period provisions of the construction contract(s). Such punch list is to be based upon an inspection made by the Resident Project Representatives sixty (60) days before the expiration of the construction guarantee period, unless otherwise agreed upon.
2. Throughout the guarantee period, coordinate the repair of warranty items by inspecting items, determining responsibility and following up with the appropriate contractors.

Section 1.203 Additional Services:

The following shall constitute Additional Services:

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

Section 1.204 Reimbursable Services:

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

[List reimbursable services after a consultant is selected]
[All reimbursables shall be approved in writing]

Part 3. CITY RESPONSIBILITIES

The City shall:

- A. Provide to the Consultant as complete information as is reasonably possible regarding its requirements for the Project.
- B. Assist the Consultant by making available 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 shall render in writing decisions pertaining thereto within a reasonable period of time, so as not to delay the work of the Consultant.
- D. Designate a representative (Authorized Agent) to act as liaison between the City and the Consultant. The Authorized Agent will have the authority and responsibility to transmit instructions and to receive information with respect to the City policies and pertinent to the work covered by this Agreement, except as otherwise limited by Code or Charter of the City.
- E. Give written notice to the Consultant where the City observes or otherwise becomes aware of any default in the Consultant's performance hereunder, or where the City does not concur with the design or other recommendations of the Consultant.
- F. Print final Contract Manuals and drawings for public bidding. Advertise for proposals from bidders, open proposals at the appointed time and place, and pay all costs associated thereto.
- G. If the City provides a budget for the Project, it shall include contingencies for bidding, changes in the work during construction, and other costs that are the responsibility of the City. If requested by the Consultant, the City shall provide a statement of funds available for the Project and their source.

Part 4. FEES

Section 1.401 General:

- A. The Consultant shall perform professional services for the not-to-exceed fees indicated in Schedule A, and in conjunction with the hourly rate schedule included in Appendix I of this Agreement.
- B. In no event whatsoever shall the total fee payable to the Consultant pursuant to this Agreement, including all costs and disbursements exceed [total PSA – “dollars” and (\$x00.00)]
- C. The Consultant shall have the right to bill the City for services performed and not already billed on a monthly basis.
- D. The Consultant shall submit duly executed invoices in order to receive payment.

Section 1.402 Fee For Basic Services:

- A. In no event shall the total fee payable to the Consultant for Basic Services enumerated in Section 1.202, Subsections A-[X], provided pursuant to this Agreement exceed [Basic Services total (phases not including add'l svcs and reimbursables) – “dollars” and (\$x00.00)]. Payment in excess of the sum of services shall be made only for mutually agreed upon work scope changes.
- B. The Consultant's fee shall be computed on the basis of the number of hours expended on the Project times hourly rates as identified in Appendix I. All hourly rates for technical personnel, and the identity of project managers and principals shall be approved by the City prior to the Notice to Proceed. No changes will be made without approval of the City's Authorized Agent.
- C. Overtime will be billed at straight time rates. The Consultant will pay its employees whatever overtime or premium rate is required by the labor law or labor agreement.
- D. All personnel and their hourly pay rates shall be approved by the City at the commencement of the Project. Hourly increases anticipated to take effect during the course of the Project shall be indicated at Project commencement. Any hourly increases or changes in personnel not approved by the City at the outset may be instituted during the course of the Project only with the City's approval.
- E. Project Budget

Payments to the Consultant for Basic Services shall not exceed the cumulative percentages of the maximum fee for Basic Services identified in Schedule A.

Section 1.403 Fee For Additional Services:

- A. The City agrees to pay the Consultant for additional services performed by the Consultant on the basis of the hourly rates for Project Managers, principals and technical employees in Appendix I of this Agreement.
- B. The City shall pay the Consultant as an expert witness at the rate of \$200.00 per day for any day or portion thereof for which the Consultant is required to appear as a witness.

Section 1.404 Reimbursable Expenses

- A. The Consultant shall be reimbursed for expenses at a maximum of [dollars and (\$x00.00)].
- B. All reimbursable claims must be supported by adequate documentation and shall be reimbursed at actual cost.

Part 5. TERM

- A. This Agreement shall commence upon execution by the parties and shall terminate [INSERT THE TERM NOTED IN THE COUNCIL ITEM] of the Project designated herein. In the event that the Project construction is not undertaken, the Agreement shall terminate one (1) year after the completion of the Contract Documents by the Consultant and the acceptance by the City of such Contract Documents. 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 losses arising out of the Project.

Part 6. TIME OF PERFORMANCE

- A. For each phase of the work, the Consultant shall not commence work until receipt of a written notice to proceed and shall prepare documents for that phase of the work for review by the City within the following time period:

Program Development – 45 calendar days
Schematic Design – 60 calendar days
Contract Documents – 60 calendar days
Bidding Phase – 90 calendar days (including award time)
Construction – 150 calendar days (including submittals/lead times)

- B. The Consultant shall not be held responsible for delays caused by the City of Rochester or by other parties not directly under its control.
- C. The above time limits may be extended only by mutual written agreement of the parties hereto. It is understood that it is the intention of the City to have the service performed under this Agreement carried out as expeditiously as possible.

Part 7. AUTHORIZED AGENT

- A. The City hereby designates:

Name: James R. McIntosh, P.E.
Title: City Engineer
Firm: D.E.S. Bureau of Architecture and Engineering
Address: 30 Church Street
Rochester, New York 14614, and....

- B. The Consultant hereby designates:

Name:
Title:
Firm:
Address:
Rochester, New York 146...

or their authorized representatives 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 City's agent is authorized to request in writing such additional services within the maximum authorized compensation as the agent deems necessary.

The parties reserve the right to designate other or additional agents upon written notice to the other party which shall be signed by the Authorized Agent of the requesting party.

Part 8. OWNERSHIP OF DOCUMENTS

All original drawings, specifications 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. The Consultant may provide a complete reproducible set of drawings, specifications, survey maps and all other documents in lieu of the originals.

DRAFT

ARTICLE II

ARTICLE II, Part 1. Qualifications, Indemnity and Insurance

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

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

Section 2.102 Consultant's Liability

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of this Agreement, where such loss or expense is incurred directly or indirectly by the City, its employees, subcontractors or agents, as a result of the negligent act or omission, breach or fault of the Consultant, its employees, agents or subcontractors. Such indemnification shall specifically exclude any claims or actions brought against the City for losses, damages or injuries caused by or related to pollution or contamination (as those terms are defined by statute or federal or state regulation) at the subject property, to the extent that such losses, damages or injuries are not a result of the Consultant's negligence or intentional wrongdoing, or that of its employees agents or subcontractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall be required to handle or participate in the handling of the portion of the claim for which it may be responsible as a result of this section.

Section 2.103 Professional Liability Insurance

The Consultant shall procure at its own expense professional liability insurance for services to be performed pursuant to this Agreement, insuring the Consultant against malpractice or errors and omission of the Consultant. The amount of said insurance coverage shall be in the amount of Two Million Dollars if said insurance is a "Defense within Limits" policy under which all claim expenses are included within both the applicable limit of liability and self-insured retention. Otherwise, the insurance coverage shall be in the amount of One Million Dollars. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. The certificate shall contain a thirty (30) day cancellation clause which shall provide that the City shall be notified not less than thirty (30) days prior to the cancellation, assignment or change of the insurance policy. The Consultant shall also give at least thirty (30) days notice to the City of such cancellation, amendment or change, and of any lapse of insurance coverage under this Agreement.

Section 2.104 General Liability Insurance

The Consultant shall obtain at its own expense general liability insurance in the amount of at least One Million Dollars, for protection against claims of personal injury, including death, or damage to property, arising out of the Project. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an

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

Section 2.105 Workers' Compensation and Disability Benefits Insurance

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

Section 2.106 Copyright or Patent Infringement

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

Section 2.107 No Individual Liability

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

ARTICLE II, Part 2. Specific Design Restrictions

Section 2.201 Environmental Policy

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

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

ARTICLE II, Part 3. Employment Practices

Section 2.301 Equal Employment Opportunity

A. General Policy

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

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

B. Definitions

GOOD FAITH EFFORT - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

MINORITY GROUP PERSONS - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

C. Compliance

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

1. The Consultant agrees that he will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, disability, or marital status in the performance of services or programs pursuant to this Agreement, or in employment for the performance of such services or programs, against any person who is qualified and available to perform the work in which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their age, race, creed, color, national origin, sex, sexual orientation, disability, or marital status.

2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

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

Section 2.302 The MacBride Principles

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

Section 2.303 Compliance with Labor Laws

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

Section 2.304 Living Wage Requirements

A. Applicability of Living Wage Requirements

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

B. Compliance

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

C. Exemption

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

ARTICLE II, Part 4. Operations

Section 2.401 Compliance with Air and Water Acts

The Consultant and any and all subcontractors agree as follows:

A. The Consultant, and its subcontractors warrant that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

B. The Consultant promises to comply with all of the requirements of Sections 144 of the Clean Air Act, as amended (47 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to the inspection, monitoring, entry, reports and information as well

as all other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A condition for the award of the Agreement is that prompt notice will be given to the City of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA list of Violating Facilities.

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

Section 2.402 Political Activity Prohibited

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

Section 2.403 Lobbying Prohibited

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

Section 2.404 Anti-Kickback Rules

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

Section 2.405 Withholding of Salaries

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

Section 2.406 Discrimination Because of Certain Labor Matters

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

Section 2.407 Status as Independent Contractor

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself in a manner consistent with such status, that it will neither hold itself nor its employees out as, nor claim to be an officer or employee of the City by reason hereof, and that it and its employees will not by reason hereof, make any claim, demand or application for any right or privilege

applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.

ARTICLE II, Part 5. Documents

Section 2.501 Patents and Copyrights

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

Section 2.502 Audit

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

Section 2.503 Content of Sub-Agreements

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

ARTICLE II, Part 6. Termination

Section 2.601 Termination for Convenience of the City

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

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

C. After receipt of written notice of termination, the Consultant shall promptly submit to the City its termination claim in a form acceptable to the City. Such claim shall in no event be submitted later than one year from the effective date of termination.

D. In the event that the parties cannot agree, in whole or in part, as to the amount due by reason of the termination of the Agreement pursuant to this clause, the City shall pay the Consultant the amount determined as the total of the following:

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

Section 2.602 Termination for Default

A. The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or, from time to time, in part, whenever the Consultant shall default in performance of this Agreement in accordance with its terms (including in the term "default" any failure by the Consultant to make progress in the prosecution of the work hereunder which endangers such performance) and shall fail to cure diligently such default within a period of ten days or (or such longer period as the City may allow) after delivery by the City of a notice specifying the default.

B. If this Agreement is to be terminated, the City may take over the work and services and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby.

C. The total fee payable shall be such proportionate part of the fee as the value of the actual work completed and delivered bears to the value of the work required or contemplated by this Agreement.

D. This Agreement may not be so terminated if the failure to perform arises from

unforeseeable causes beyond the control and without the fault or negligence of the Consultant.

E. If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the Consultant was not in default or that the default was excusable the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Agreement entitled "Termination for the Convenience of the City."

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

ARTICLE II, Part 7. General

Section 2.701 Prohibition Against Assignment

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

B. The Consultant shall be permitted to contract with other professions (particularly in the fields of forestry, horticulture or landscape architecture) for portions of the Project provided, however,

1. The City approves, in writing, the selection of the individual, firm or firms contracted with.

2. The Consultant shall remain responsible to the City for all provisions of this Agreement pertaining to services by other professionals.

Section 2.702 Compliance with All Laws

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

Section 2.703 Successors

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

Section 2.704 Interest of City and Consultant in Contract

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

Section 2.705 Permits, Laws and Taxes

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

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

Section 2.706 Obligations Limited to Funds Available

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

Section 2.707 Extent of Agreement

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

Section 2.708 Law and Forum

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

Section 2.709 No Waiver

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

Section 2.710 Severability

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

Section 2.711 Debarment and Suspension

The Consultant certifies, by the signing of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

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

THE CITY OF ROCHESTER

(CONSULTANT)

By: _____

Lovely A. Warren, Mayor

By: _____

Federal Tax Payer Id. No

On this _____ day of _____, 2014, before me the subscriber, personally came LOVELY A. WARREN, known, who being by me duly sworn, did depose and say that she is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that she signed her name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

STATE OF NEW YORK
COUNTY OF MONROE

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Appendix I
Hourly Rates Schedule
(Provided by Consultant)

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Schedule A
Project Budget
(Provided by Consultant)

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