# City of Rochester, N.Y.

# Request for Proposals

## HUMBOLDT RECREATION CENTER

## WATER PARK IMPROVEMENTS

## PROJECT #21308

## RESIDENT PROJECT REPRESENTATIVE (RPR) /

## & CONSTRUCTION INSPECTION

## PROFESSIONAL SERVICES

Department of Environmental Services

Bureau of Architecture and Engineering

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

Issued: MARCH 6, 2023

**Proposals to be received by 5:00 PM**

**On FRIDAY, MARCH 17, 2023**

Submit Electronic Proposals in PDF to:

Andy Wojewodzic, Manager of Construction

andrew. wojewodzic@cityofrochester.gov

# REQUEST FOR PROPOSAL

The City of Rochester is seeking proposals from qualified Consultants ("Consultant(s)") to provide Resident Project Representation (R.P.R) services for the **Humboldt Water Park Improvements project,** (the "Project") as described herein.

## Project Description

**The scope of the project consists of (but is not limited to):** improvements to the existing splash pad at the Humboldt Street Recreation Center. The work includes the construction of new water lines, spray features, utility vault, and landscaping; and replacement of splash pad hardscapes and electrical control systems. The improvements will significantly upgrade the park's infrastructure and make future maintenance considerably easier.

- **Replacement of existing surfacing with colored concrete.**
- **Removal of existing underground control vault.**
- **Removal of existing spray features with modernized features.**
- **Construction of new above grade hot box.**
- **Construction of new manifold and water lines to spray features.**
- **Construction of new control system for spray features.**
- **Installation of new landscaping around hot box.**

This Project includes City M/WBE and Workforce Goals. Plans for both M/WBE Utilization and Workforce Staffing must be submitted by all Consultants who propose to perform the work in this RFP and approved by the City's M/WBE Officer prior to an agreement being executed. *This project is also funded by the American Rescue Plan Act (ARPA) and certain Federal requirements apply and are contained as an attachment to the professional services agreement.*

The Project Representative (R.P.R) will need to closely coordinate and oversee (QA / QC) the work (including work by others) so that it conforms to the drawings and specifications accordingly and perform all other tasks as identified in the professional services agreement. Other tasks as requested by the City's Construction Project Manager may constitute 'additional services' as needed.

**Specifications, contract drawings & estimates are available for review by contacting andrew.wojewodzic@cityofrochester.gov or bid documents are currently posted online via *https://www.bidnetdirect.com/new-york/solicitations/open-bids/***

**Construction duration is 120 calendar days and is anticipated to start in the summer of 2023.**

The project was designed by Labella Associates, D.P.C under the direction of the City's Landscape Architecture Division.

# Timeline

| Activity | Time | Date |
|---|---|---|
| RFP Release | | 3/6/2023 |
| Deadline for questions | 12:00 PM | 3/13/2023 |
| Response for questions submitted | 12:00 PM | 3/15/2023 |
| **Proposals due** | **5:00 PM** | **3/17/2023** |
| Consultant Selection and Award Notification | | April 2023 |
| City Council Approval of agreement with Consultant | | May 2023 |
| Agreement Start Date | | May / June 2023 |

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

# Communications

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

**Andrew Wojewodzic, Manager of Construction**
**andrew.wojewodzic@cityofrochester.gov (585) 428-6523**

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

To ensure that all Respondents have a clear understanding of the scope and requirements of this RFP, the City will respond to all timely questions submitted via e-mail to the City Contact by the question deadline stated above. Questions and the responding answers will be sent via e-mail to all Respondents who have provided an e-mail address to the City Contact and will be posted on the City's web page for this RFP. The City's failure to timely respond or provide responses to any questions shall not delay or invalidate the City's right to make a decision to award an agreement pursuant to this RFP.

The City will make every reasonable effort to keep Respondents informed about the RFP process. Notifications about Timeline date changes, amendments to the RFP and other information about the RFP will be sent by e-mail to Respondents who have provided an e-mail address to the City Contact and will be posted on the City's website for this RFP. The City's failure to provide such information shall not delay or invalidate the City's right to make a decision to award an agreement pursuant to this RFP.

# SCOPE OF SERVICES

The City is seeking the services of a Consultant to perform the following services to implement the Project. Respondent's proposal shall address each of the following services, with a separate timeline for each identified task. The proposal shall address each of the requested services, using the same identifying language, including any paragraph or section numbers or letters as used in the RFP.

**Services will involve providing a qualified Project Representative for the duration of project. Staffing typically would include providing a part time NICET III (equivalent) Engineer-In-Charge with part time NICET level I or II (equivalent) inspector(s) as needed. If project personnel are to serve in multiple roles be sure to clearly indicate this in your staffing table. Please include a project specific organizational flowchart that clearly indicates assigned project staff and their role(s) with your proposal.**

**Experience in General Construction, Mechanical, Electrical and Plumbing Systems is preferred.**

The personnel would work under the supervision of a City project manager and perform technical duties associated with the project. These duties would include but are not limited to observation of the work, quality assurance & control, submission of daily construction reports & progress photographs; review of contractor invoices & change orders; and coordination between the design engineer(s), contractor, and agencies having jurisdiction, utility companies, downtown businesses, the general public and the City project manager. All other duties are as described in the Sample Professional Service Agreement for RPR Services included with this RFP.

The Professional Services Agreement that would be used for services performed under this request is located with this RFP labeled as: **Sample Professional Services Agreement.** The agreement contains a detailed listing of required RPR Services / deliverables.

## THIS CONTRACT CONTAINS AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS AND CERTAIN FEDERAL REQUIREMENTS APPLY.

# PROPOSAL PREPARATION AND SUBMISSION PROCESS

**Proposals must be received digitally by the City no later than 5:00 PM on Friday, March 17, 2023.**

***Proposals shall be submitted in PDF version to:***

**Andrew Wojewodzic, Manager of Construction**
**andrew.wojewodzic@cityofrochester.gov : (585) 428-6523**

This RFP is designed to facilitate the evaluation and selection of a Consultant that is best able to achieve the City's objectives. The proposal shall contain a table of contents. All pages shall be numbered and major sections and all attachments shall be referenced in the table of contents. In order to enable the City to effectively review the information contained in the proposals, proposals shall reference the numbered and lettered sections of the RFP. The response to each section shall be clearly indicated and addressed or an explanation provided for why the Respondent is not submitting a proposal for a specific section or requirement of the RFP. If desired, the proposal may include an executive summary of no more than two pages.

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

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

The Respondent selected by the City will be required to enter into a Professional Services Agreement (PSA) with the City (see Attachment A, the City's standard PSA form). The establishment of a PSA is contingent upon approval by City Council for all Agreements in excess of $10,000 or for a period of more than one year and upon the availability of funds for such an agreement. Unless otherwise stated in the proposal, the Respondent's response to this RFP shall be deemed its acceptance of the terms of this PSA.

**Note: Attention is directed to the City's Living Wage requirements and M/WBE and Workforce Utilization Goals. Utilization plans must be submitted and regular online reporting using B2G Now & LCP Tracker is required.**

**Training is available upon request by contacting compliance@cityofrochester.gov**

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

# PROPOSAL CONTENT

The proposal should include the following information in the order specified:

A. Project statement: A Project narrative that describes the Respondent's understanding of the City's needs and the unique value the Respondent will bring to the process including their familiarity with this project and the logistics of projects with similar complexities.

B. Description of Services: Methodology the Respondent will use to perform the services required in this RFP. The proposal should address, in detail, the tasks as described in the Scope of Services, identified by numbered or lettered sections.

C. Respondent's Qualifications: Information about the Respondent and its qualifications for this Project. Include information about prior engagements similar to that being solicited herein by the City. Documented evidence of the Respondent's capacity to perform the work, including references, contact names, and phone numbers.

D. Staffing Schedule: An itemized timeline with staff hours which addresses each of the tasks identified in the Scope of Services. **Clearly indicate the proposed OH&P multiplier** & estimated direct reimbursable expenses by item including the cost of any required Special Inspections & Material Testing. This is a City capital funded project with Federal CDBG funds and does not require use of APPIA and does not reimburse for its use although it is allowed at the Consultant's expense. Staffing schedule needs to clearly show hours for ALL PROPOSED STAFF including any M/WBE personnel. Include a project specific organizational flowchart of proposed personnel and their role including that of any sub-consultants. A not to exceed fee will be negotiated after initial selection of a consultant and will not be considered in the evaluation process.

E. Project personnel: The name and resume of the Respondent's lead project representative. Also include names & resumes, and identify specific roles of all staff who will be involved in the Project. Provide data on the diversity of Respondent's workforce, including total number of employees, and percentages of minorities and females employed.

F. Subcontractors: Names & resumes, and roles (construction inspection, office engineering, etc.) of sub-contractors, associates, or any non-employees who will be involved in the Project. Material testing services will be required as a direct reimbursable subcontract. Clearly indicate current M/W/DBE status of subcontractors.

G. Rochester presence: Information about Respondent's presence in the City of Rochester and/or any collaborative relationships with local firms that are to be formed for this Project. You must identify your local office location within the City of Rochester limits to receive bonus points for this category.

H. M/WBE: Statement as to whether or not the Respondent is a bona fide MWBE firm, will use bona fide MWBE subcontractors and the percentage of the workforce utilized to perform the work of this contract who will be either Minority (M) or Women (W), including both the Consultant's workforce and that of any subcontractors who will be utilized.

I. A statement regarding implementation of video conferencing with use of such programs such as Skype, Microsoft Teams, Zoom, Cisco WebEx, GoToMeeting, etc. The firm should provide for video conferencing equipment in the field office including but not limited to web camera, speaker / microphone(s) and appropriate sized TV/video monitor if needed.

J. 1) Consultant Information Form (C.I.F);

2) Proposed M/WBE Utilization Plan; (show anticipated contract percentages based on hours in lieu of actual fee) Provide only one form to show both Prime and Sub-Consultants combined.

3) Proposed Workforce Staffing Plan (include both number of employees & associated hours per category) Provide only one form to show both Prime and Sub-Consultants workforce staffing combined.

## EVALUATION CRITERIA

The following is a summary of the proposal evaluation criteria. It is within the City's sole discretion to determine the value assigned to each of these criteria.

Overall Proposal: The Respondent's comprehension of the needs of the City as demonstrated by its description of its approach to the elements listed in the Scope of Services section of this RFP.

Experience (Firm & Team): The Respondent's relevant experience in providing the same or similar services is the key factor in the selection process. The proposed project team & their relevant qualifications weighs heavily on the evaluation process.

References (Firm & Team): Evaluation of the Respondent's work for previous clients receiving similar services to those proposed in this RFP.

Commitment of key principals to the Project: Demonstration of availability of senior-level staff or associates to be assigned to this Project to ensure depth, accountability, and diversity of the workforce & perspective.

**MWBE and Workforce Goals**: The City of Rochester desires to encourage minority and women owned (M/WBE) businesses to participate in opportunities to enter into PSAs with the City and to encourage minorities and women in the workforce**. Pursuant to Ordinance No. 2018-54, the City has a goal that 30% of the aggregate annual contract awards for professional service contracts over $10,000 be awarded to minorities (M) (15%) and women (W) (15%). The City has also established minority workforce goals of 20% M and 6.9% W for professional services consulting contracts.** For more information please go to http://www.cityofrochester.gov/mwbe.

*Respondents shall be awarded MWBE bonus points as follows:*

1. The City will give preference to Consultants who are New York State certified M/WBEs. Consultants who meet this requirement shall receive an **additional 10 percentage points.**

2. The City will give preference to Consultants who utilize state certified M/WBE subcontractors with bona fide offices and operations in the Empire State Development Finger Lakes Region, which includes the following counties: Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates. State-certified M/WBEs from outside the Region may be counted if there are insufficient businesses in

the Region to perform the specialized work or consulting services required. If one or more M/WBE subcontractors will perform 10% to 20% of the work of the contract – measured as either a percent of the total contract amount or as a percent of the total full-time-equivalent labor hours budgeted for this project, the consultant shall receive **an additional 5 percentage points** OR if M/WBE subcontractors will perform more than 20% of the work of the contract, the Consultant shall receive an **additional 10 percentage points.** Required M/WBE goals will be based on final negotiated contract amount.

3. Respondents shall provide sufficient documentation with their proposal to support the additional preference weighting as an M/WBE Consultant or for use of MWBE subcontractors. If one or more MWBE subcontractors are proposed, they must be named and the size of the subcontract identified. If selected, the Respondent shall submit an MWBE Utilization Plan on the City's form for approval by the MWBE Officer. Once approved, the Utilization Plan shall be incorporated into the PSA.

    a. If the total amount of a PSA is increased by 5% or more at any time during the term of the PSA, the Consultant shall submit a revised M/WBE Utilization Plan for approval by the M/WBE Officer. The M/WBE Officer may also issue a revised MWBE Utilization Plan for unforeseen changes in the availability of M/WBE subcontractors during the term of the PSA.

4. The City will give preference to Consultants who meet or exceed the City's workforce goals, which are: 20% M and 6.9% W. Consultants who demonstrate that their total workforce (including subcontractors) on this Project meets or exceeds these goals shall receive an **additional 10 percentage points.** The Respondent shall submit a Workforce Staffing Plan on the City's Form for review by the M/WBE Officer. Once reviewed, the Workforce Staffing Plan shall be incorporated into the PSA. The calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the project. The final determination of a workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports. Required M/WBE workforce goals will be based on final negotiated contract amount.

5. If selected, the Respondent shall provide M/WBE utilization and subcontractor/supplier payment certification and/or workforce utilization reports on the City's forms **AND by use of the City's online reporting system B2GNow & LCP Tracker.** These reports shall be submitted with each invoice or as otherwise requested by the M/WBE Officer or Construction Project Manager.

6. A failure to submit the required subcontractor/supplier payment certification and/or workforce utilization reports shall constitute a default in the performance of the Agreement subject to potential termination for default by the City. In addition, if the selected Respondent fails to meet the most recent M/WBE Utilization Plan and/or Workforce Staffing Plan, for which additional weight was awarded by the end of the PSA, such failure may result in disqualification from award of future contracts with the City.

Summary of additional evaluation weighting points for M/WBE and Workforce Goals:

| **Category of Additional Evaluation Points** | **Additional Points Awarded** |
|---|---|
| Respondent is New York State Certified M/WBE | +10% |
| Utilize M/WBE Subcontractors for 10-20% of work | +5% |
| (OR) Utilize M/WBE Subcontractors for more than 20% of work | +10% |
| Meet or exceed workforce goals of 20% M and 6.9% W | +10% |

**City of Rochester location preference:** The City favors contracting with firms located in the City of Rochester and a preference will be given to Consultants with a significant presence including fully staffed offices in the City limits, through an **additional 10 percentage points**. Non-local firms may wish to consider partnerships or other collaborative arrangements with local firms as a strategy to address this criterion. **Please clearly indicate your local office information in the proposal as well as on the Consultant Information Form (C.I.F) in order to receive these points.**

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

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

## MISCELLANEOUS

The City reserves the right to amend or withdraw this RFP in the City's sole discretion, including any timeframes herein, upon notification of all Respondents as set forth above, and in such case, the City shall have no liability for any costs incurred by any Respondent.

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

The proposal and all materials submitted with the proposal shall become property of the City and will be subject to NYS Freedom of Information Law. If any proprietary information is submitted with the proposal, it must be clearly identified and a request to keep such information confidential must be submitted. Submission of a proposal shall constitute a binding offer by Respondent to provide the services at the prices described therein until such time as the parties enter into a PSA.

ATTACHMENTS:

Sample Professional Service Agreement for R.P.R Services

w/ Federal requirements for ARPA Funds

(for reference only)

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M/WBE Utilization Plan – City Form A

(must be submitted with proposal)

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Workforce Staffing Utilization Plan

(must be submitted with proposal)

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Consultant Information Form

(must be submitted with proposal)

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Project Communications Flowchart

(for reference only)

**AGREEMENT FOR PROFESSIONAL SERVICES**
**Resident Project Representative (R.P.R)**

| | |
|---|---|
| Project Name: | Humboldt Recreation Center Water Park Improvements |
| Project ID No.'s: | 21308 |
| Consultant Name: | TBD |
| Authorizing Ordinance: | TBD |
| Agreement #: | TBD |

I N D E X


**ARTICLE I**

Part 1. DESCRIPTION OF PROJECT

Part 2. DESCRIPTION OF PROFESSIONAL SERVICES

Section 1.201 General
Section 1.202 Basic Services
Section 1.203 Additional Services

Part 3. SUBCONTRACTS

Part 4. CITY RESPONSIBILITIES

Part 5. FEES

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

Part 6. TERM

Part 7. REMOVAL OF PERSONNEL

Part 8. AUTHORIZED AGENT

Part 9. OWNERSHIP OF DOCUMENTS

Part 10. CONFIDENTIALITY
Section 1.1001 General
Section 1.1002 Freedom of Information Law

Part 11. ORGANIZATIONAL CONFLICT OF INTEREST

**ARTICLE II**

Part 1. QUALIFICATIONS, INDEMNITY AND INSURANCE
Section 2.101 Consultant's Qualifications for Duties, Compliance and Permits
Section 2.102 Consultant's Liability
Section 2.103 Professional Liability Insurance
Section 2.104 General Liability Insurance
Section 2.105 Worker's Compensation and Disability Benefits Insurance
Section 2.106 Copyright or Patent Infringement
Section 2.107 No Individual Liability

Part 2. SPECIFIC DESIGN RESTRICTIONS
Section 2.201 Environmental Policy

Part 3. EMPLOYMENT PRACTICES
Section 2.301 Equal Employment Opportunity
Section 2.302 Title VI of the Civil Rights Act of 1964
Section 2.303 The MacBride Principles
Section 2.304 Compliance with Labor Laws
Section 2.305 Living Wage Requirements
Section 2.306 Freedom of Information Law

Part 4. OPERATIONS
Section 2.401 Compliance with Air and Water Acts
Section 2.402 Political Activity Prohibited
Section 2.403 Lobbying Prohibited
Section 2.404 Anti-Kickback Rules
Section 2.405 Withholding of Salaries
Section 2.406 Discrimination Because of Certain Labor Matters
Section 2.407 Status as Independent Contractor

Part 5. DOCUMENTS
Section 2.501 Patents and Copyrights
Section 2.502 Audit
Section 2.503 Content of Sub-Agreements

Part 6. TERMINATION
Section 2.601 Termination for Convenience of the City
Section 2.602 Termination for Default

Part 7. GENERAL
Section 2.701 Prohibition Against Assignment
Section 2.702 Compliance with All Laws
Section 2.703 Successors
Section 2.704 Interest of City and Consultant in Contract
Section 2.705 Permits, Laws and Taxes
Section 2.706 Obligations Limited to Funds Available
Section 2.707 Extent of Agreement
Section 2.708 Law and Forum
Section 2.709 No Waiver
Section 2.710 Severability
Section 2.711 Debarment and Suspension
Section 2.712 Conflict of Interest

**ATTACHMENTS**

Schedule A Fee Schedule

Appendix A Workforce Staffing Plan
Appendix B MWBE Utilization Plan
Appendix C Prevailing Wage Rates
Appendix D City Digital Record File Standards
Appendix E Notice to Employees Concerning City Of Rochester Living Wage Ordinance
Appendix F Funding Requirements Pursuant to the American Rescue Plan Act of 2021

# AGREEMENT

THIS AGREEMENT, entered into on the_____day of_____, 2023, by and between the CITY OF ROCHESTER, a municipal Corporation having its principal office located at CITY HALL, 30 Church Street, Rochester, New York, 14614, hereinafter referred to as the "City", and **XXX Engineering, P.C**., with offices at **Street, City, New York XXXXX** hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City, through the Department of Environmental Services, desires to engage the Consultant for the purposes of providing professional resident project representation services required in connection with the **Humboldt Recreation Center Water Park Improvements 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, Part 1.** Description of Project

Section 1.101 General Description

The project consists of (but is not limited to) improvements to the existing splash pad at the Humboldt Street Recreation Center. The work includes the construction of new water lines, spray features, utility vault, and landscaping; and replacement of splash pad hardscapes and electrical control systems. The improvements will significantly upgrade the park’s infrastructure and make future maintenance considerably easier.

The Project Representative (RPR) and his/her staff will need to coordinate and oversee (QA / QC) the work so that it conforms to the drawings and specifications accordingly as well as all other tasks described herein.

**ARTICLE I, Part 2.** Description of Professional Services

Section 1.201 General

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

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

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

D. The Consultant agrees that, where the Project will involve the design or substantial renovation, relocation, or reconstruction of, or will involve the new construction of a building, facility, street, sidewalk, park, mall or other public area, then it will incorporate into its design, study and other work those facilities or improvements reasonably required to give handicapped persons access to and enjoyment of those facilities. Such facilities or improvements shall conform to the latest Americans with Disabilities Act - Accessibility Guidelines as developed by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board).

E. The Consultant may not remove a Resident Project Representative from a City project without permission from the City. Requests to change a representative will require a written request to the City two (2) weeks prior to the date the Consultant intends to change a representative.

F. The Consultant will submit the name, qualifications and resume of any proposed Resident Project Representative to the City for review prior to their placement on a City Project.

G. This contract is funded in whole or in part by State and Local Fiscal Recovery Funds provided to the City pursuant to the American Rescue Plan Act of 2021 (ARPA). As such, the successful bidder is required to comply with the mandatory ARPA requirements, City policies and procedures pursuant to ARPA, Federal Treasury regulations found at 2 C.F.R. Part 200, and any other applicable law or regulation. Relevant regulations are attached hereto as Appendix F. To the extent that Appendix F conflicts with this Agreement, Appendix F shall control.

Section 1.202 Basic Services

The specific duties of the Consultant shall include, but not be limited to, the following:

A. Resident Project Representation Services:

The Consultant shall provide the following services:

1. Quality Control

a. Provide quality control and construction inspection to ensure that the work is in accordance with project drawings & specifications, and coordinate the activity of all special inspection and testing agencies'.

b. Coordinate quality assurance, inspection and construction administration activities with Architect / Engineer of Record and immediately report deficiencies in the work and recommendations for corrective action.

2. Record Assembly

The Consultant shall assemble the following records:

a. A list of the Contractor's suppliers and subcontractors. The Consultant shall submit recommendations concerning such subcontractors and suppliers to the City.

b. A record of field samples and field samples and special inspections.

c. A complete set of contract documents with all revisions and addenda.

d. Shop drawing and submittal logs and a complete set of approved shop drawings.

e. A complete set of all correspondence and written records regarding the project.

f. Copies of all guarantees, certifications and operation manuals for the project.

g. A copy of all project schedules of all contractors as amended.

h. A filed and labeled set of preconstruction and construction photographs.

i. Monthly payroll records of the Consultant, sub-consultants, contractor and subcontractors.

3. Observation

The Consultant will make the following observations:

a. On-site observations and inspection of the work in progress for the City as a basis for determining that the project is proceeding in accordance with the contract documents.

b. Attend and chair pre-construction conferences, and arrange for and chair job meetings before and during the construction. Meeting minutes of all meetings shall be prepared and distributed by the Consultant in a timely manner but no later than 48-hours prior to the next subsequent job meeting.

c. Consult with the City prior to and observe all on-site tests.

d. Observe and inspect such off-site operations as directed by the City.

e. Observe that all permits and licenses which are necessary have been obtained prior to work proceeding on that element of the work which requires the permit or license.

f. After receipt of Notice to Proceed from the City for this Agreement, periodically observe any work being done within the Project limits before or during the Project work by other municipal agencies, other contractors or private utilities working under a City Permit. The Consultant will observe the work to determine that other contractors coordinate their work properly with Project work and that the work complies with City Permit requirements. The Consultant will work with the City of Rochester Permit Office in the observation of this work and obtain copies of all permits from the Permit Office. The Consultant will notify the appropriate contractor or utility and, if necessary, the City Permit Office of: any obvious defects in any portion of their work that would affect any pavement structures or features within the City Right-Of-Way; any portions of their work that may interfere or conflict with future City work; and of any unsatisfactory maintenance and protection of traffic. Enforcement of any Permit requirements will be done by the City Permit Office.

g. Conduct, in company with the City and others designated by the City, a final inspection of the project for conformance with the contract documents and to acknowledge completion of the project in accordance with the contract documents in writing prior to final payment to the contractor. The approval of the City and other proper Agency approvals shall be required as a condition for the acceptance of the work by the City.

4. Liaison

The Consultant will perform the following liaison activities:

a. Obtain and transmit to the contractor and to the City, the Designer's interpretation of the contract documents and the instructions of the City Engineer's representative concerning the project.

b. Transmit to the designer of the project all modifications to contract drawings for creation of a set of as-built drawings.

c. Coordinate and monitor all material testing done by City approved testing laboratories on the project. This shall include review and recommendation for payment of testing laboratory billing to the City for testing services of the project.

d. Coordinate work on the project with construction that is occurring on other projects adjacent, near, or on the project site. This shall include coordination and liaison activities with project representatives and attendance at any required project meetings.

e. Coordinate labor law compliance with the City Finance Department to include monitoring all Contractor and Subcontractor weekly certified payroll records. The Consultant shall notify the Project Manager and the City Finance Department of any known failures by the Contractor to comply with submission requirements. Use of the City's online reporting system B2GNow and LCP Tracker is required as well as use of the NYS EBO system.

f. Receive, manage, track and transmit all communications and submissions between the contractor(s) and design consultants (Architect / Engineer of record) as well as the contractor and owner's representative (City Project Manager).

g. All other reasonable tasks as assigned by the City's Construction Project Manager and established in the City's project management communications flow chart.

5. Construction Review

The Consultant shall review and make recommendations upon the following:

a. Construction schedules from each contractor.

b. Payment requisitions from each contractor for each fiscal share of the project.

c. Requests of the Contractor for interpretation of the Contract Documents. The Consultant shall review these requests and respond to the City and Contractor with its interpretation of the intent of the Contract documents.

   The Consultant shall forward to and obtain from the Designer any requests for interpretation or design changes which in the opinion of the Consultant cannot be made by the Project Representative.

d. Claims by each contractor.

e. Contractor requests regarding proposed changes to the requirements of the contract documents.

f. Change Orders including recommendations regarding their associated costs and impacts on the project schedule.

g. Construction schedules and proposed work locations of any contractor doing work in the Project limits under permit with the City of Rochester.

h. Contractor and subcontractor monthly payroll records.

i. Review and approve or reject basic material submittals based on conformance with the contract documents. Transmit shop drawings, technical or specialty submissions and samples to the architect or engineer of record after reviewing them for general conformance with the contract documents. The A/E of record shall make the final disposition on approval or rejection of such shop drawings and technical or specialty items.

6. Record Creation

   The Consultant shall create and maintain the project records. Upon completion of the project and at all other intervals specified by the Project Manager, the Consultant shall deliver a categorized set of these records which shall include the following:

   a. A list of all permits, licenses, reviews and approvals required by contract documents.

   b. A daily diary or log book, on forms approved by the City which records hours on the job site, weather conditions, list of visiting officials, daily activities, the locations and amount of pay items installed by the contractor, decisions, manning levels by trade, observations in general, and specific observations in more detail (as in the case of observing test procedures). Reports shall be transmitted to the City on a regular basis (as required by the Construction Project Manager) or prior to submission of a Consult invoice for payment.

   c. Weekly and monthly reports on forms approved by the City of the progress of the project and the contractor's compliance with both the construction schedule and the contract documents. Weekly and monthly reports are to be distributed by the Consultant to all parties required by the City. Reports shall be transmitted to the City prior to submission of a Consult invoice for payment.

d. Monthly progress payments (and final payment) for the contractors on forms approved by the City. Separate payment estimates, must be prepared by the Consultant for all fiscal shares.

e. Change Orders as required on forms approved by the City.

f. All modifications to construction schedules for the project.

g. Minutes of all meetings.

h. A final punch list of all items remaining incomplete at the time of substantial acceptance by the City of the project.

i. A guarantee punch list listing all items to be corrected under the Guarantee provisions of the construction contract. Such punch list is to be based upon an inspection made by the Resident Project Representative sixty (60) construction season days before the expiration of the construction guarantee period.

j. Marked up prints, drawings and other date indicating all modifications to contract drawings for creation of As-Build drawings.

k. Labeled pre-construction and construction photographs.

l. Project unit quantities apportioned by fiscal share indicating any necessary quantity calculation, date of installation, location and quantity amount.

m. Water service and sewer lateral tap cards on forms approved by the appropriate agency.

n. All permits of any contractor doing work within the Project limits under permit with the City.

o. Consultant and sub-consultant monthly payroll, workforce and M/D/WBE utilization reports. Use of the City's online reporting platform, B2GNow and LCP Tracker will be required for compliance monitoring.

p. Project closeout shall take place within one hundred and twenty days of substantial completion or as otherwise directed by the City.

7. Authority To Stop Work

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

Section 1.203 Additional Services

The following shall constitute Additional Services:

A. Performing work not described under Basic Services requested and authorized in writing by the City's Authorized Agent including, but not limited to the following:

1. Special travel.

2. Property surveys, and preparation of plots and legal descriptions.

3. Serving as an Expert Witness on behalf of the City

4. Materials testing other than that performed by a testing laboratory on contract with the City unless specifically included as a basic service reimbursable expense.

5. Televised inspection of sewers, unless specifically included as a basic service reimbursable expense.

6. Preparation of an environmental impact statement (EIS) and all services related to the preparation and approval of the EIS for the Project.

B. If the Consultant is caused expense due to substantial revisions of previously approved studies, design documents, drawings or specifications, 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, such revisions or scope changes having been requested in writing by the City's Authorized Agent.

**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

Section 1.301 City Responsibilities include:

A. Provide as complete information as is reasonably possible as to its requirements for the Project to the Consultant.

B. Assist the Consultant by making available to the Consultant any information pertinent to the Project, including previous reports, City Permits and any other data relevant to 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.

**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 **$XXX,000 (XXX) dollars.**

B. The Consultant shall have the right to bill the City for services performed and not already billed on a monthly basis.

C. Payment Request
The Consultant shall submit duly executed invoices in the manner prescribed by the City in order to receive payment.

Section 1.502 Fee for Basis Services and Reimbursable Expenses

A. The maximum fee payable to the Consultant for Basic Services pursuant to this Agreement shall be initially set forth in Schedule A.

B. The maximum fees payable to the Consultant for Reimbursable Expenses pursuant to this Agreement shall be initially set forth in Schedule A.

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

1. Fee Computation

   The Consultant's fee shall be the actual payroll costs within a monthly billing period of the Consultant's technical and professional personnel times a **multiplier of X.X** to cover overhead and profit within the phase limits shown in Schedule A.

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

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

4. All hourly rates for professional and technical personnel, and the identity and resumes of professional and technical staff, 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 the approval of the City's Authorized Agent.

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

Section 1.503 Renegotiation and Fee for Additional Services

A. The parties acknowledge a need may exist for renegotiating this Agreement to establish a revised Maximum Basic Services fee payable to the Consultant in the following instances:

1. If the start date for construction of the Project is delayed for more than three (3) months after the effective date of this Agreement.

2. If the end of construction work extends for more than three (3) months beyond the completion date specified in the contract Documents, not including seasonal layoffs or winter shut-down. In any case the hourly rates and multiplier agreed upon would not, however, be subject to renegotiation.

B. The City agrees to pay the Consultant for additional Basic Service performed by the Consultant on the following basis: Adjustments to the Basic Services fee for unanticipated change of scope of the project shall be made at the **rate of X.X** times actual payroll expenses for the Consultant's technical and professional personnel.

C. 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.

D. The City shall pay the Consultant to provide property survey and preparation of plots and legal descriptions at $350 per plot.

Section 1.504 Fee Administration

A. The Authorized agents an 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 1.501A.

**ARTICLE I, Part 6.** Term

This Agreement shall commence upon execution by the parties and shall terminate upon final completion of the Project designated herein

**ARTICLE I, Part 7**. 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 8.** Authorized Agent

Section 1.701

A. The City hereby designates:

Holly E. Barrett, P.E. / City Engineer
City Hall Rm. 300B
30 Church Street
Rochester, New York 14614
Holly.Barrett@cityofrochester.gov

B. The Consultant hereby designates the:

XXX
XXX
XXX
XXX
XXX

or an authorized representative in case of absence, as Authorized Agents of the City and of the Consultant 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 9.** Ownership of Documents

All original drawings, specifications, the two digital record drawings products, and survey maps 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.

**ARTICLE I, Part 10.** Confidentiality

Section 1.1001 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 1.1002 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 11.** Organizational Conflict of Interest

A. The Consultant warrants that to the best of the Consultant's knowledge and belief, there are not relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Consultant has disclosed all such relevant information.

B. An organizational conflict of interest exists when the Consultant performs or agrees to perform services for another party that could foreseeable implicate the City as a potentially responsible party in an environmental enforcement action or claim against the City or otherwise increase the potential liability of the City.

C. The Consultant agrees that if an actual or potential organizational conflict of interest is discovered, the Consultant will make a full disclosure as soon as possible in writing to the City. This disclosure shall include a description of actions which the Consultant has taken or proposed to take, after consultation with the City, to avoid, mitigate, or neutralize the actual or potential conflict.

D. The City may terminate this Agreement in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Consultant was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose it, or misrepresented relevant information to the City, the City may terminate the Agreement, debar the Consultant from contracting with the City, or pursue such other remedies as may be permitted by law or this Agreement. In such event, termination of this Agreement shall be deemed a termination for default pursuant to Section 2.602.

E. The Consultant further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this Article.

## ARTICLE II

**ARTICLE II, Part 1.** Qualifications, Indemnity and Insurance

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

A. The Consultant hereby agrees that it has, or will have, on its staff and will retain during the performance of this service under this Agreement, all appropriate professional personnel necessary to completely and accurately perform the work and services under this Agreement.

B. The Consultant further agrees that the design of architectural or engineering features of the work shall be accomplished by professionals licensed to practice in New York State.

C. The Consultant further agrees to insure that its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

Section 2.102 Consultant's Liability

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

Section 2.103 Professional Liability Insurance

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

Section 2.104 General Liability Insurance

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

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

Section 2.105 Workers' Compensation and Disability Benefits Insurance

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

Section 2.106 Copyright or Patent Infringement

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

Section 2.107 No Individual Liability

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

**ARTICLE II, Part 2.** Specific Design Restrictions

Section 2.201 Environmental Policy

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

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

**ARTICLE II, Part 3.** Employment Practices

Section 2.301 Equal Employment Opportunity and MWBE and Workforce Utilization Goals

A. General Policy

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

B. Definitions

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

C. Compliance

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

1. The Consultant agrees that he will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status in the performance of services or programs pursuant to this Agreement, or in employment for the performance of such services or programs, against any person who is qualified and available to perform the work in which the employment relates.

   The Consultant agrees that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates.

   The Consultant agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship.

2. The Consultant agrees that its employment practices shall comply with the provisions of Chapter 63 of the Rochester Municipal Code, which restricts inquiries regarding or pertaining to an applicant’s prior criminal conviction in any initial employment application.

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

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

D. MWBE and Workforce Utilization Goals

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

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

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

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

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

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

Section 2.302 Title VI of the Civil Rights Act of 1964

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

Section 2.303 The MacBride Principles

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

Section 2.304 Compliance with Labor Laws

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

Section 2.305 Living Wage Requirements

A. Applicability of Living Wage Requirements

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

B. Compliance

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

C. Exemption

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

**ARTICLE II, Part 4.** Operations

Section 2.401 Compliance with Air and Water Acts

The Consultant and any and all subcontractors agree as follows:

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

B. The Consultant promises to comply with all of the requirements of Sections 144 of the Clean Air Act, as amended (47 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to the inspection, monitoring, entry, reports and information as well as all other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

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

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

Section 2.402 Political Activity Prohibited

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

Section 2.403 Lobbying Prohibited

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

Section 2.404 Anti-Kickback Rules

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

Section 2.405 Withholding of Salaries

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

Section 2.406 Discrimination Because of Certain Labor Matters

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

Section 2.407 Status as Independent Contractor

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

**ARTICLE II, Part 5.** Documents

Section 2.501 Patents and Copyrights

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

Section 2.502 Audit

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

Section 2.503 Content of Sub-Agreements

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

**ARTICLE II, Part 6.** Termination

Section 2.601 Termination for Convenience of the City

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

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

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

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

1. The cost of all work performed prior to the effective date of termination.

2. The cost of settling and paying claims arising out of and as a direct result of the termination;

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

Section 2.602 Termination for Default

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

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

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

D. This Agreement may not be so terminated if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant.

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

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

**ARTICLE II, Part 7.** General

Section 2.701 Prohibition Against Assignment

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

Section 2.702 Compliance with All Laws

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

Section 2.703 Successors

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

Section 2.704 Interest of City and Consultant in Contract

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

Section 2.705 Permits, Laws and Taxes

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

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

Section 2.706 Obligations Limited to Funds Available

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

Section 2.707 Extent of Agreement

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

Section 2.708 Law and Forum

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

Section 2.709 No Waiver

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

Section 2.710 Severability

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

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

THE CITY OF ROCHESTER

BY: _____

Malik D. Evans, Mayor

XXX ENGINEERING, P.C.

BY: _____

Name:

STATE OF NEW YORK
COUNTY OF MONROE

On this _____ day of _____, 2023, before me, the subscriber, personally appeared _____to me known, who being by me duly sworn, did depose and say that he resides in the City of Rochester, that he is the Mayor of the City of Rochester, the municipal corporation described in the above Agreement; that he signed his name thereto by authority of **Ordinance No. 2023-XX.**

Notary Public: _____

STATE OF NEW YORK
COUNTY OF MONROE

On this _____ day of _____, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____

# Schedule A -
# Fee Schedule

# Appendix A -
# Workforce Staffing Plan

# Appendix B -
# MWBE Utilization Plan

# Appendix C -
# Prevailing Wage Rates

**PREVAILING WAGE RATES AND SUPPLEMENTS SCHEDULE**

No survey work is included in the scope of services for this agreement. Should survey work or other work for which workers are required to be paid at Prevailing Wage Rates and Supplemental Benefits, the City will obtain a schedule of Prevailing Wage Rates and Supplemental Benefits that shall be incorporated into this agreement and the Consultant shall pay covered workers accordingly.

# Appendix D –
# City Digital File Standards

**City of Rochester Digital Record File Standards**

1. The complete digital record files and the abbreviated digital record file to update the GIS map shall include a transmittal letter and labeled disks or CD-ROM with the following information:

   Project Code, Project Name and Project Limits;
   Designer's Name and Firm Name;
   Software and Version;
   Disks numbered # of *Total #* of disks.

   A Readme.txt file shall be placed on the #1 disk and include all the label information plus the following:

   File Index with a description of each file;
   Layer/Level name and description.

2. The digital file submitted to update the City's GIS map must conform to the following City standards:

   File Medium: IBM-formatted CD-ROM;
   Software: Microstation, or AutoCAD;
   File Formats: DGN, DXF or DWG only.
   Files may be self extracting compressed files, if needed.

   The abbreviated digital record file shall contain only the features that are newly constructed as part of the project and listed below. All other data shall be deleted from the project's digital design files prior to submission to the City. The abbreviated digital record file shall have the entire project length on one file. The pa, wl, and dr layers shall contain no labels or text. The features shall be on 10 separate layers and indexed for retrieval, as follows:

| Layer Name | Definition |
|---|---|
| pa | New Curb Line - a single line at the edge of pavement; New Gutter - a single line at the edge of pavement, and single line at outside edge of gutter; |
| wl | New Sidewalks - single line at edges of concrete including outside edges of handicap ramp; |
| dr | New Driveway Aprons - a single line from outside edge of aprons from pavement line to R.O.W. line; |
| li | New or Relocated Street Lights - defined as a point; |
| tr | New Street Trees - defined as a point; |
| mon | All Control Monumentation (RCS, USC & GS, etc.) within project limits as defined as points; |
| row | Streetlines (determined by survey methods); |
| ne | Grid or Grid Tics (100' spacing) with NAD '83 coordinate values labeled on grid; |
| wm | Water Mains (if constructed as part of the project) - single line for new water main; |
| sm | Sewer Mains (if constructed as part of the project) - single line for new water main. |

# Appendix E
# Notice to Employees
# Concerning City Of Rochester
# Living Wage Ordinance

City of Rochester, NY

## NOTICE TO EMPLOYEES CONCERNING CITY OF ROCHESTER

## LIVING WAGE ORDINANCE

**THIS SHALL SERVE AS NOTICE TO ALL EMPLOYEES THAT ANY EMPLOYER WHO IS A CONTRACTOR OR SUBCONTRACTOR DIRECTLY INVOLVED IN PROVIDING A SERVICE TO THE CITY OF ROCHESTER PURSUANT TO A SERVICE CONTRACT THAT INVOLVES THE EXPENDITURE BY THE CITY OF AT LEAST $50,000 DURING THE PERIOD OF ONE YEAR SHALL BE SUBJECT TO THE REQUIREMENTS OF THE ROCHESTER LIVING WAGE ORDINANCE. COVERED EMPLOYERS SHALL PAY NO LESS THAN A LIVING WAGE TO THEIR COVERED EMPLOYEES, AS SET FORTH IN SECTION 8A-18 OF THE MUNICIPAL CODE OF THE CITY OF ROCHESTER. SUCH EMPLOYEES SHALL HAVE THE RIGHT TO FILE A COMPLAINT WITH THE CITY IF THEY BELIEVE THAT THEIR EMPLOYER IS NOT COMPLYING WITH THE REQUIREMENTS OF SECTION 8A-18, BY CALLING THE TELEPHONE NUMBER LISTED BELOW. COMPLAINTS MUST BE MADE WITHIN ONE YEAR FROM THE DATE OF VIOLATION AND WILL BE INVESTIGATED PROMPTLY BY THE CITY. ALL COMPLAINTS WILL BE TREATED AS CONFIDENTIAL AND WILL NOT BE DISCLOSED TO THE EMPLOYER WITHOUT THE CONSENT OF THE EMPLOYEE, EXCEPT WHEN REQUIRED TO ACCESS INFORMATION NECESSARY TO INVESTIGATE THE COMPLAINT.**

***To file a complaint, please call the City of Rochester Office of Public Integrity: 585-428-7245***

# Appendix F

# AMERICAN RESCUE PLAN ACT OF 2021
# FUNDS REQUIRMENTS

This project is funded in whole or part by funds provided by the United States Treasury pursuant to the American Rescue Plan Act of 2021 (ARPA). Contractors must comply with the mandatory ARPA requirements in addition to the City of Rochester's policies and procedures for public works construction contracts.

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program.

1. General Requirements – ARPA Funded Projects:

   a. **SAM.gov Requirements.** Contractors are required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

      Contractors shall obtain a DUNS Number, or SAM Unique Entity Identifier (UEI) Number as requested and shall provide it to the City of Rochester prior to the date the City issues a Notice of Award.

      Bidders must be aware that the City will not enter into a contract agreement with a Contractor until the Contractor provides the City with a CAGE (Commercial And Government Entity) number which is required for federally funded projects. A UEI (Unique Entity Identifier) number is required in order to obtain a CAGE number. Both numbers can be obtained at www.sam.gov. It can take up to thirty (30) days or more to obtain a UEI number and a CAGE number. Therefore, Bidders are strongly urged to obtain at least a UEI number prior to the bid opening if they do not already have one.

   b. **Recordkeeping Requirements.** Contractors must maintain records and financial documents for five years after the deadline for expenditure of all funds, December 31, 2026. Treasury may request transfer of records of long-term value at the end of such period. Such records should be collected, transmitted, and stored in open and both digital and machine-readable formats.

      Your organization must agree to provide or make available such records to City of Rochester and/or Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

   c. **Prevailing Wages and Reporting Requirements.** Prevailing Wage requirements under New York State Labor Law Articles 8 and 9 and under federal law (often referred to as Davis-Bacon) apply to the work in this contract. For the purpose of this project and contract, the prevailing wage rate is the higher of the federal or state.

      Contractors and subcontractors shall submit Certified Payrolls, Workforce and Minority and Women-Owned Business Enterprise (MWBE) information on forms approved by the City, including but not limited to, the City approved web-based reporting system, and, if required by other funding agency on the approved (funding agency) reporting system.

d. **Use of Funds.** Funds to be disbursed pursuant to this Agreement may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Contractor will determine prior to engaging in the Purchase that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project.

e. **Funding Deadlines**. Federal regulations require that any SLFRF funds used in connection with the Project be obligated by December 31, 2024, and actually expended by December 31, 2026, in all cases. Any funds not obligated or spent by those dates will be subject to recapture by the City and U.S. Treasury.

f. **Conflict of Interest**. Contractor understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor must disclose in writing to the City, Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

g. **Remedial Actions**. In the event of Contractor's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury (and the City) may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339 or as otherwise set forth in an agreement. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

h. **False Statements**. The making of false statements or claims in connection with an agreement funded by ARPA is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

i. **Publications**. Any publications produced with funds from this award must display the following language: "This Purchase [is being] [was] supported, in whole or in part, by federal award number [enter Purchase FAIN] awarded to the City of Rochester by the U.S. Department of the Treasury."

j. **Other Provisions** including applicable requirements imposed by the U.S. Treasury pursuant to 2 C.F.R. Part 200 not otherwise mentioned here, are hereby incorporated herein by reference. Further, Contractors must comply with 41 U.S.C. § 4712, Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), and Executive Order 13513, 74 FR 51225.

k. **City Obligations Contingent on Federal Funding and Contractor Compliance.** The payment of funds pursuant to this Agreement shall be contingent upon the receipt of ARPA funds by the City and shall be subject to the Contractor's continued eligibility to receive funds under the applicable provisions of State and Federal Law. If the amount of funds received by the City is reduced, the City may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The City may also deny payment for Contractor's expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Contractor to comply with the terms and conditions of this Agreement.

l. **Closeout**. Contractor shall close out this Agreement in accordance with 2 CFR § 200.344 and § 200.345. Final payment request(s) under this Agreement must be received by the City no later than thirty (30) days after the earlier of the Termination Date or Expiration of this Agreement. The City will not accept a payment request submitted after this date without prior authorization from the City. In consideration of the execution of this Agreement by the City, Contractor agrees that acceptance of final payment from the City will constitute an agreement by Contractor to release and forever discharge the City, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Contractor has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Contractor's obligations to the City under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the City. Such requirements shall include submitting final reports to the City and providing any closeout-related information requested by the City by the deadlines specified by the City. This provision shall survive the expiration or termination of this Agreement.

m. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including:

    1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

    3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

    4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;

    5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6) Requiring subcontractors, if any, to take the same affirmative steps imposed by this section and 2 CFR Part 200, Subpart D, 200.321.

2. Construction Contract Requirements – ARPA Funded Projects:

Contractors and subcontractors shall comply with the following federal laws and regulations during the performance of the work for this project:

a. **Equal Employment Opportunity.** Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

b. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** All construction contracts in excess of $2,000 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

c. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** As supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The recipient shall report all suspected or reported violations to the City of Rochester's Office of Compliance at 585-428-6789, or compliance@cityofrochester.gov

d. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Applies to all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – applies to all contracts in excess of $150,000.** Contractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

f. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

g. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier of Contractor or Subcontractor certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City of Rochester.

h. **The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328),** which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance. Federal funds may not be used for this purpose under the same circumstances, and the same requirements apply to Contractors.

i. **Procurement of recovered materials.** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

j. **Domestic preferences for procurements.** As appropriate and to the extent consistent with law, Contractors, to the greatest extent practicable under a Federal award, shall provide, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

k. **Required Programmatic Data for Infrastructure Projects (as applicable).** For projects including Water, Sewer, and Broadband Expenditure Categories, more detailed project-level information is required. Each project will be required to report expenditure data as described above, but will also report the following information:

**i.** Water and sewer projects:

- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

ii. Broadband projects:

- Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. o If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
- Confirm that the project is designed to, upon completion, meet or exceed symmetrical 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

l. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200**, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

m. **Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170**, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference

n. **OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180**, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

o. **Recipient Integrity and Performance Matters**, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

p. **Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.**

q. **New Restrictions on Lobbying, 31 C.F.R. Part 21.**

r. **Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655)** and implementing regulations.

3. City of Rochester's Standard Policies and Procedures Applicable to ARPA Funded Projects:

a. **Bonds and Insurance Forms.** Contractors shall comply with all requirements described in Article 4 Bonds and Insurance of the General Terms and Conditions, and as revised under the Supplementary Terms and Conditions section.

b. **Apprenticeship Training Program for Construction Contracts.** Contractors shall comply with all requirements described in Subsection SLR 17 of the Supplementary Laws and Regulations.

c. **Incentive Program for Public Works Contracts**. Contractors may utilize the program as described in Subsection SLR 18 of the Supplementary Laws and Regulations.

d. **Minority and Women Business Enterprise (MWBE) Plan.** Contractors shall comply with all requirements described in Subsection SLR 19 of the Supplementary Laws and Regulations.

e. **Workforce Goals and Requirements.** Contractors shall comply with all requirements described in Subsection SLR 20 of the Supplementary Laws and Regulations.

*4.* Statutes and regulations relating to the prohibition of discrimination relating to projects funded by the American Rescue Plan Act of 2021:

i. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)** and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.)**, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. **Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)**, which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. **The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.),** and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. **Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.)**, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

5. Additional requirements applying to this contract include the following:

A. Contractor understands and agrees that the funds to be disbursed pursuant to this Agreement may only be used in compliance with Section 603(c) of the Social Security Act, Treasury's regulations implementing that section, 31 CFR Part 35, the Final Rule, and guidance issued by Treasury regarding the foregoing. As such, Contractor understands and agrees that the City is not obligated to reimburse Contractor for any work, materials, or otherwise, which are not approved in advance by the City, and which are not eligible pursuant to the foregoing authority.

B. Federal regulations require that any SLFRF funds used in connection with the Purchase be obligated by December 31, 2024, and actually expended by December 31, 2026, in all cases. Any funds not obligated or spent by those dates will be subject to recapture by the City and U.S. Treasury. In the event that any proceeds have been paid by the City but work has not been performed as of December 31, 2026, funding provided for the Purchase shall immediately be returned to the City.

C. The City shall only reimburse Contractor for documented expenditures incurred in the performance of this Agreement that are: (i) reasonable and necessary to carry out the scope of work described pursuant to this Agreement; (ii) in accordance with the budget approved by the City; (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. In no event shall the City pay or otherwise compensate Contractor for any costs that were incurred prior to the date of execution of this Agreement, after termination of this Agreement, and/or outside the scope of this Agreement.

D. City Obligations Contingent on Federal Funding and Contractor Compliance. The payment of funds pursuant to this Agreement shall be contingent upon the receipt of ARPA funds by the City and shall be subject to the Contractor's continued eligibility to receive funds under the applicable provisions of State and Federal Law. If the amount of funds received by the City is reduced, the City may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The City may also deny payment for Contractor's expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Contractor to comply with the terms and conditions of this Agreement.

E. Termination for Convenience of the City

(1) 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 Contractor. However, no such termination shall relieve the Contractor 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.

(2) 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 Contractor, 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.

(3) After receipt of written notice of termination, the Contractor 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.

(4) 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 Contractor the amount determined as the total of the following:

a. The cost of all work performed prior to the effective date of termination.

b. The cost of settling and paying claims arising out of and as a direct result of the termination;

c. A sum as profit on subdivision 1. above, determined to be fair and reasonable, provided however, that if the Contractor 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.

F. In addition to all other requirements in this Agreement, Contractor understands that the following compliance provisions applying to Revenue Loss Funds used for the Provision of Government Services pursuant to Uniform Guidance Subpart D and E apply to the funds utilized for this Agreement:

- 200.300 Statutory and national policy requirements.
- 200.302 Financial management.
- 200.303 Internal controls.
- 200.328 Financial reporting.
- 200.329 Monitoring and reporting program performance.
- Record Retention and Access (2 C.F.R. 200.334 – 200.338)
    i. 200.334 Retention requirements for records.
    ii. 200.335 Requests for transfer of records.
    iii. 200.336 Methods for collection, transmission, and storage of information.
    iv. 200.337 Access to records.
    v. 200.338 Restrictions on public access to records.
- Remedies for Noncompliance (2 C.F.R. 200.339 – 200.343) to the extent that such provisions apply to the City
    i. 200.339 Remedies for noncompliance.
    ii. 200.340 Termination.
    iii. 200.341 Notification of termination requirement.
    iv. 200.342 Opportunities to object, hearings, and appeals.
    v. 200.343 Effects of suspension and termination.
- 200.344 Closeout, to the extent that such provisions apply to the City
- 200.345 Post-closeout adjustments and continuing responsibilities, to the extent that such provisions apply to the City.
- 200.346 Collection of amounts due.
- 200.400(a) - (c), and (e) Policy guide.
- 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs.
- 200.404(e) Reasonable costs.

6. Additionally, Contractors and subcontractors shall comply with all applicable City of Rochester standard policies and procedures for public works construction contracts, including but not limited to, the following:

## CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The prospective participant also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000.00 and that such Contractors shall certify and disclose accordingly.

**MWBE GOALS: MBE 15%, WBE 15%**

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

**Project Name**_____ **Agreement #** _____

**Consultant**_____ **Total Contract Amount* $**_____**Original Plan** ☐ **Revised Plan** ☐

| MWBE Business Name | MBE | WBE | Scope of Work to be Performed | Projected Start Date | Projected End Date | Total Amount of MWBE Subcontract | Percentage of Total Contract* |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | **TOTAL:** | | |

*Total Contract equals contract award plus all change orders

**Authorized Person** _____**Title** _____**Phone** _____

**Signature** _____ **Date**_____ **Email**_____

**Approved by MWBE Officer**_____ **Date**_____

# City of Rochester
## Professional Consultant Services Workforce Utilization Report

| PROJECT NAME: | FOR WORK DONE FROM: ____/____/_____TO____/____/_____ | MINORITY GOAL | FEMALE GOAL |
|---|---|---|---|
| CONSULTANT: | AGREEMENT NUMBER: | 20.00% | 6.90% |

| TRADE | | EMPLOYEES WORKING ON PROJECT (NUMBER OF EMPLOYEES / HOURS WORKED) | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | TOTAL | | MINORITY | | NON-MINORITY | | MINORITY % | FEMALE % |
| | | M | F | M | F | M | F | | |
| **Officials, Administrators** | Employees | | | | | | | | |
| | Hours | | | | | | | | |
| **Professionals** | Employees | | | | | | | | |
| | Hours | | | | | | | | |
| **Technicians** | Employees | | | | | | | | |
| | Hours | | | | | | | | |
| **Sales Workers** | Employees | | | | | | | | |
| | Hours | | | | | | | | |
| **Office, Clerical** | Employees | | | | | | | | |
| | Hours | | | | | | | | |
| **Craft Workers** | Employees | | | | | | | | |
| | Hours | | | | | | | | |
| **Laborers** | Employees | | | | | | | | |
| | Hours | | | | | | | | |
| **Temporary, Apprentices** | Employees | | | | | | | | |
| | Hours | | | | | | | | |
| **Other (Specify)** | Employees | | | | | | | | |
| | Hours | | | | | | | | |
| **TOTAL WORKFORCE** | Employees | | | | | | | | |
| | Hours | | | | | | | | |

| **Prepared by (Signature):** | **Title:** | **Phone:** |
|---|---|---|
| **Printed Name:** | **Date:** | **Email:** |

*Consultants shall submit this form at least quarterly (i.e. every three (3) months after the start of the agreement), or as otherwise requested by MWBE Officer. Reports shall be submitted with each invoice if filed more frequently than once per quarter.*

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

# Consultant/Contractor Information Form

Project Name: _____

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

## Part A: Department of State Verification

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

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

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

**Chief Executive Officer Information:**

| | |
|---|---|
| Name: | |
| Address: | |
| | |
| | |

**Principal Executive Office Information:**

| | |
|---|---|
| Name: | |
| Address: | |
| | |
| | |

☐ The information provided and located on the DOS website matches.

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

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

## Part B: Local Office Information

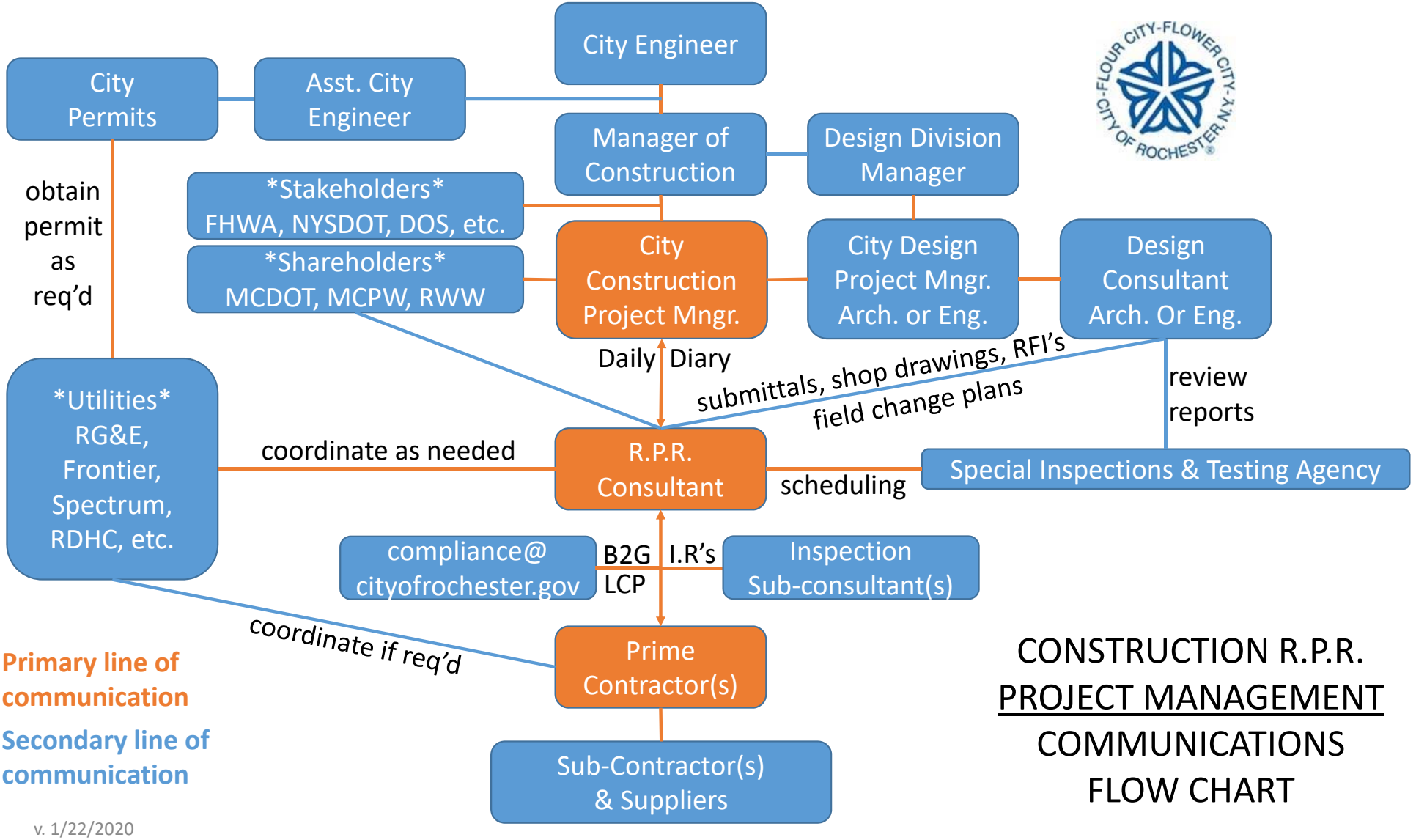
Please supply the name of the person who will be administering the project. Also identify the local address of where the project will be administered.

| | |
|---|---|
| Name: | |
| Title: | |
| Address: | |
| | |
| | |

## Part C: Executed Agreement Information

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

| | |
|---|---|
| Name: | |
| Title: | |




**Primary line of communication**

**Secondary line of communication**

v. 1/22/2020

# CONSTRUCTION R.P.R. PROJECT MANAGEMENT COMMUNICATIONS FLOW CHART