

**REQUEST FOR PROPOSALS FOR:**

**Martin Luther King Jr. Memorial Park  
Phase IV**

**Proposals to be received by 4:00PM  
November 20, 2024**

**City Project No. 24315**

**Issued: October 23, 2024**



**City of Rochester, NY  
Malik D. Evans, Mayor  
Rochester City Council**

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

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

**Landscape Architecture Division  
30 Church Street  
Rochester, New York 14614**

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## **ATTACHMENTS**

- Exhibit A: Draft Agreement for Professional Services*  
*\*Exhibit B: Draft CoR - M/WBE Form A (Utilization Plan)*  
*\*Exhibit C: Draft CoR - Workforce Staffing Plan Form*  
*\*Exhibit D: Consultant Information Form*  
*\*Exhibit E: Article 15A - Equal Employment Opportunity Policy Statement*

*\* To be completed and returned with Proposal*

# 1.0 GENERAL INFORMATION

## PROJECT TITLE AND LOCATION

**Title:** Martin Luther King Jr. Memorial Park Phase IV

**Location:** The project site is located at 353 Court Street at the southwest corner of Martin Luther King Jr. Memorial Park at the intersection of Court Street and Chestnut Street in Rochester's Center City.

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

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

## PROJECT TIMETABLE\*

- |   |   |
|---|---|
| • RFP Issued                                  | October 23, 2024                          |
| • Questions/Requests for Clarifications Due   | November 6, 2024 - 4:00 PM                |
| • Response to Questions/Clarifications Issued | November 8, 2024                          |
| • <u>Proposals Due</u>                        | <b><u>November 20, 2024 - 4:00 PM</u></b> |
| • Consultant Selection & Award Notification   | December 18, 2024                         |
| • City Council Authorization                  | March 2025                                |
| • Notice to Proceed (Design)                  | April 2025                                |
| • Anticipated Construction Completion         | TBD                                       |

\*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.

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

## SUBMISSION DELIVERY INFORMATION

One (1) electronic proposal on a thumb drive and four (4) proposal hard copies are to be submitted no later than **Wednesday, November 20, 2024 at 4:00 PM.** to:

Amanda Phetteplace, RLA  
City of Rochester  
Department of Environmental Services / Bureau of Architecture and Engineering  
City Hall, Room 300B  
30 Church Street  
Rochester, New York 14614

## **COMMUNICATIONS**

All communications by parties who have indicated an intent to submit or have submitted a proposal in response to this RFP (“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:

Amanda Phetteplace, RLA  
[amanda.phetteplace@cityofrochester.gov](mailto:amanda.phetteplace@cityofrochester.gov)

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 make a timely response 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.

## **PRE-PROPOSAL MEETING / QUESTIONS / REQUESTS FOR CLARIFICATION**

A pre-proposal meeting will not be conducted for this project. Please direct questions or requests for clarification to the City Project Manager (see contact information above) in writing or by email no later than **Wednesday, November 6, 2024 at 4:00 PM**. The City’s response to all queries will be provided to all parties who request to be informed.

## **PROJECT BUDGET**

***The design fee for the project is funded through the Environmental Protection Fund from the Office of Parks, Recreation and Historic Preservation (OPRHP) “Martin Luther King Jr Memorial Park - Phase 4, EPF #237866” with a maximum fee of \$250,000 (inclusive of a minimum 10% Additional Service contingency). We anticipate \$2,250,000 in funding for the project construction and inspection in the 2025-26 Capital Improvement Program (CIP). This figure is inclusive of construction, construction administration, RPR services, fees, utility charges, testing, and contingencies.***

## **GENERAL**

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

## **2.0 PROJECT OVERVIEW & SCOPE**

### **PROJECT BACKGROUND**

The City of Rochester, through the Bureau of Architecture and Engineering, is seeking proposals from qualified Consultants for design services for the renovation of the South Berm Garden, Court Street and Chestnut Street frontages, and immediate surroundings within Martin Luther King Jr. Memorial Park. Consultants will be engaged to provide preliminary through final design. If the anticipated funding is included in the 2025-26 CIP, an amendatory agreement for Bid & Award through Construction Administration will be put in place.

The origin of Martin Luther King, Jr., Memorial Park (formerly Manhattan Square Park and Southeast Loop Park) extends back to the 1960s and the era of urban renewal. As the Inner Loop swept through downtown it severed the connections between downtown and the adjacent neighborhoods. In response the City developed the Southeast Loop Renewal Plan that reimagined the area as a modern high-density complex of inter-connected commercial and residential towers, all framing a new park.

The esteemed modernist Landscape Architect, Lawrence Halprin, was hired to develop the plans for the central park. Grade and level change, formed concrete walls, and earthen mounds were used to create a series of internal rooms offering retreat, refuge, and separation from what was envisioned to be a dense and bustling modern urban environment. Active uses were similarly separated by grade but placed conspicuously and more open to the street edge. In his 1971

Southeast Loop Park Report Halprin stated that his goal was to *“include rather than restrict, to suggest rather than specify, and to leave ample room for spontaneous activity.”* In terms of program he attempted to *“take into account the widest possible range of users and allot space with a view to maximize diversity while still maintaining a cohesive sense of place.”*

Ultimately, the larger Southeast Loop Renewal Plan was never fully realized. The planned context and setting for the park did not materialize and the expected population did not arrive to animate, inhabit and use the park on a day-to-day basis. Without the dense residential and commercial development surrounding the park, its intended programming no longer fit its context.

As the park entered its fourth decade it became apparent that it was in need of major investment. Physical deterioration; a lack of day-to-day use; a run-down appearance; a lack of infrastructure necessary to accommodate people, events, and spectators, and issues related to safety plagued the park.

In 1999 the City began an intensive community driven master planning process to guide the renewal and revitalization of the park. The 2002 Manhattan Square Park Master Plan recognized that while the park was clearly in decline, it contained numerous unique and valuable qualities that could be strengthened and built upon to anchor the past, including the Halprin design, within a new vision for the present and future. This plan established a park renewal vision and capital improvement strategy to best ensure long-term community and municipal benefit. Based upon the Master Plan recommendations the City has undertaken a series of phased projects to renew and reinvigorate the park, including:

Phase 1 (2004):

- Reconfigured and restored playground area with artist designed interactive play equipment, water spray features, and new play surfaces

Phase 2 (2010):

- Demolished the old sunken courts and ice rink - bringing them up to street grade. The new rink was enlarged to accommodate more users and is a reflecting pool and fountain in the summer for year round interest.
- A large hill at Court and Broadway was removed to increase sightlines in and out of the park to the north east
- The skating pavilion was enlarged and modernized to accommodate the anticipated increased use

Phase 3A & B (2011/2012):

- Renovated the former multipurpose space (AKA former Canopies restaurant) with new glass curtain walls, lighting, mechanical and electrical systems, and kitchen and restrooms, to create a modern and leasable space for meetings, weddings and other events

### Phase 3C (2019):

- Rewatered and reactivated the cascading fountain with a state of the art mechanical and control system, provided direct lighting of the waterfalls and installed a commemorative Dr. Martin Luther King, Jr. quotation for the renamed park.

### 2025 Playground Renovation

- In 2023 a consultant was selected by the City via RFP and the design of the renovation of the playground (last renovated in Phase 1 - 2004) is currently underway. Construction of the new playground is anticipated to be completed in late 2025.

First implemented in 2018, PlayWalk, with grant funding from KaBOOM! and the Ralph C. Wilson Foundation, created a playful pedestrian trail connecting the Strong Museum of Play and MLK Park in the east to Rochester's Central Library and Genesee Riverway on the west. Utilizing the ROW of Court Street and the Chestnut Street frontage along the park, the Play Walk trail connects these institutions with interactive musical instruments, colorful street furnishings, and multi-colored polka dot pavement markings. The newest addition to the PlayWalk was installed in 2021 - "The Ripple" - an interactive artwork featuring constantly changing colors and pixelated illustrations located in the southwest berm area.

With these improvements and enhanced programming, the park has come back to life. It is a site for a variety of programs ranging from a summer concert series to a winter and Holiday Village, it hosts record numbers of skaters through the winter, and is a center for civic gatherings and protests: Martin Luther King Jr Memorial Park has once again taken its place as an essential part of our city's public realm.

The success and revitalization of the surrounding private properties and the Inner Loop east infill development have focused attention on civic assets which can enhance the livability of the Center City. In particular, the City's ability to offer attractive neighborhood park space accessed by attractive, pedestrian oriented and well-maintained streets is critical to enhancing the livability of the Center City and encouraging more people to live downtown.

The success and expansion of the adjacent Strong Children's Museum and Neighborhood of Play, an important regional tourism amenity, also requires an appropriate response. This response must seek to enhance the relationship between the park and the museum and strengthen the appearance, and the economic and tourism draw of the area.

Martin Luther King Jr. Memorial Park is eligible for listing in the State and National Register of Historic Places under criterion A for its association with urban renewal plans that transformed downtown Rochester, and criterion C as the work of master landscape architect Lawrence Halprin. Due to its eligibility for listing, and the source of the grant funding close coordination with OPRHP and SHPO will be critical to project success.

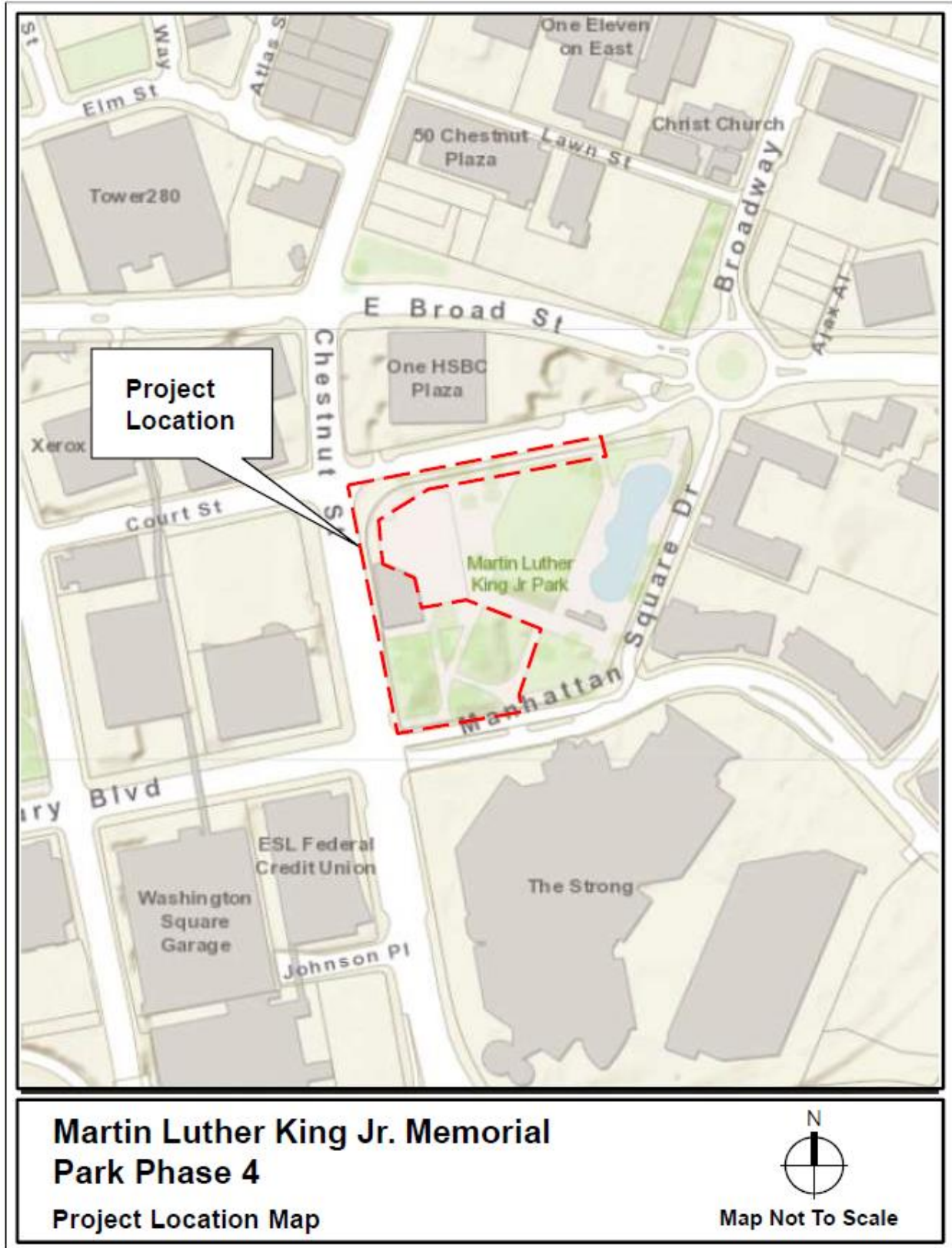
The Project will include the design of improvements for the Court Street and Chestnut Street frontages and the south berm garden of Martin Luther King Jr. Memorial Park (formerly Manhattan Square Park). The street frontages and berm garden are the most visible sections of the park; however they do not convey the design aesthetic or character of the remainder of the park. These areas are a blighting influence on the park, its surroundings and Center City as a whole. The design

of improvements shall address the physical deterioration of the existing park features in this area, enhance and soften the park street frontage and provide greater physical and visual connectivity into and out of the park..

The Master Plan Strategy for Manhattan Square Park, prepared by Dufresne Henry, dated December 2002 provided the following recommendations for the project area. Due to existing programming and new realities at the park and its surroundings, the original MP recommendations will need to be reassessed. The project design process will develop an appropriate range of improvements to integrate the park with the surrounding urban fabric, improve the pedestrian environment of the ROW and park frontage, enhance view sheds and physical connectivity into and out of the park, and provide greater functionality and access to meet the recreational needs of all park users. The design will develop plans based upon renewed public input and in deference to the 2002 MP and the original Halprin design.



**PROJECT LOCATION**





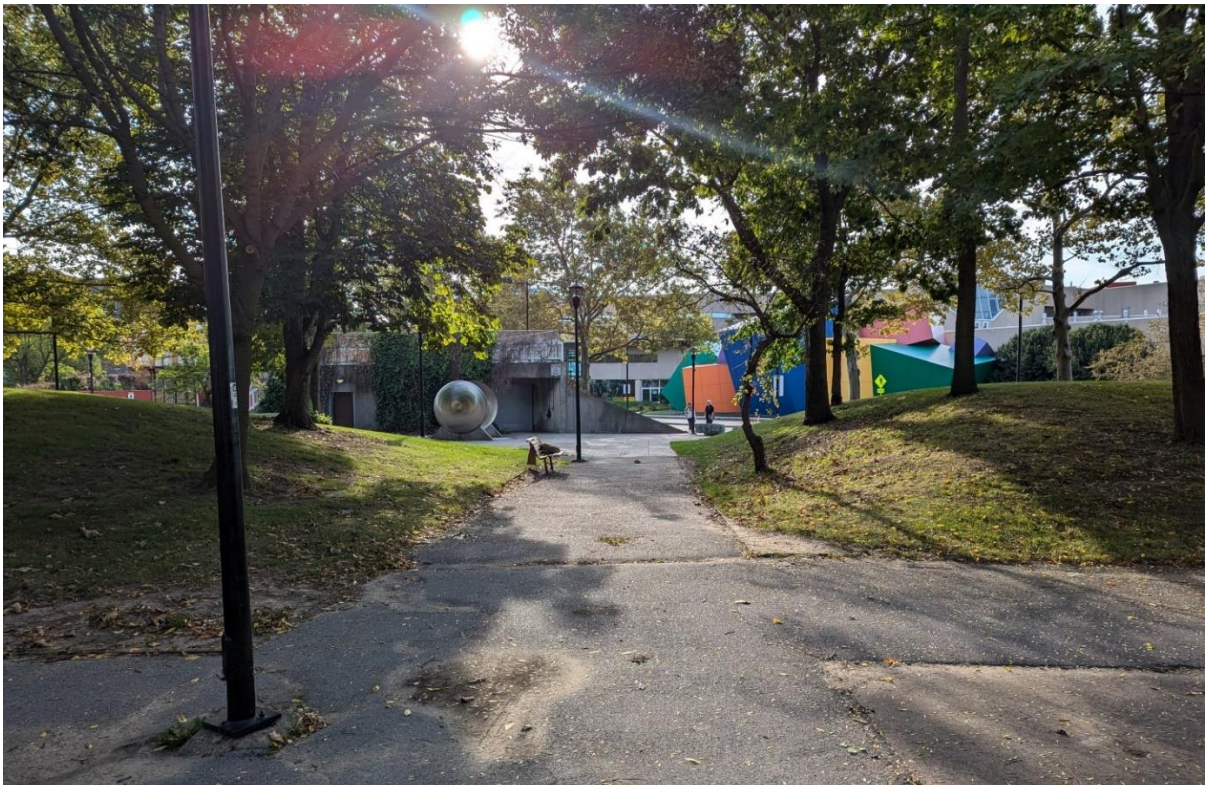


Looking on to the site from the corner of Woodbury Blvd and Chestnut Street

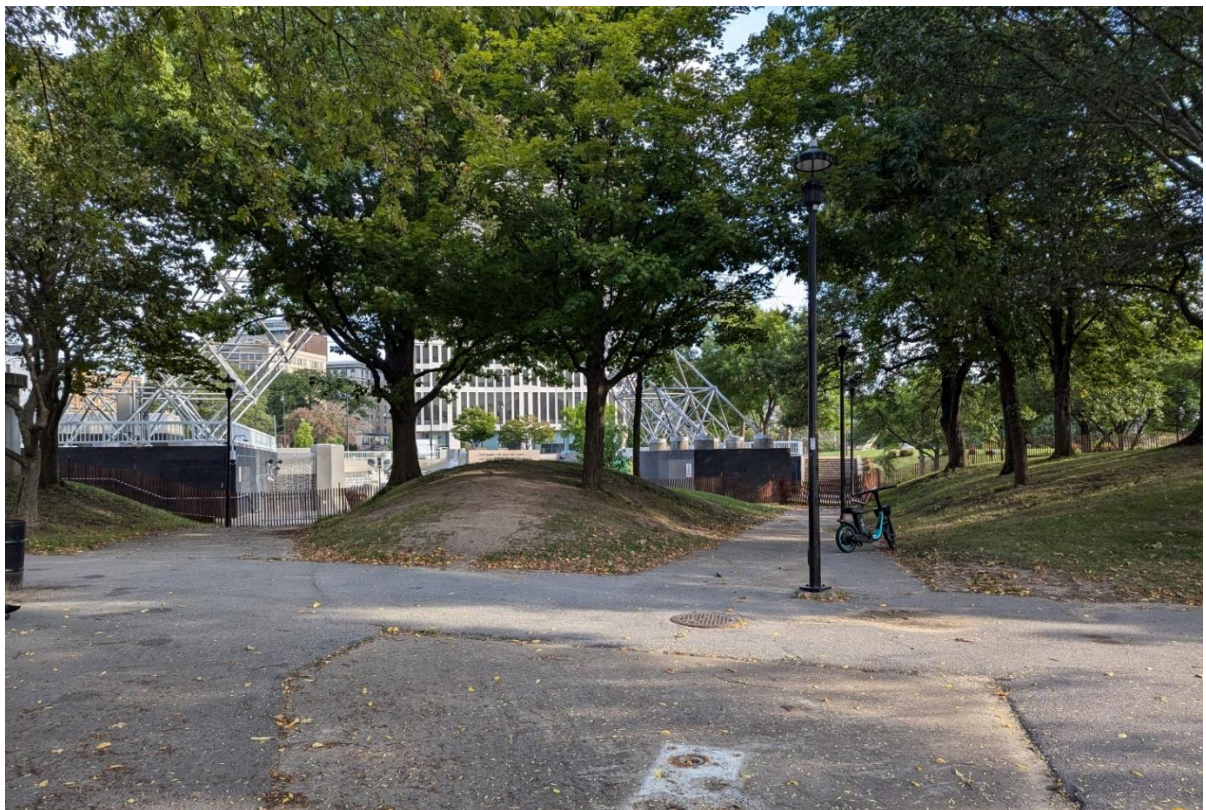


Standing in center of berm area looking south at Adventure Place / Strong Museum





Standing in center of berm area looking east at Adventure Place / Strong Museum

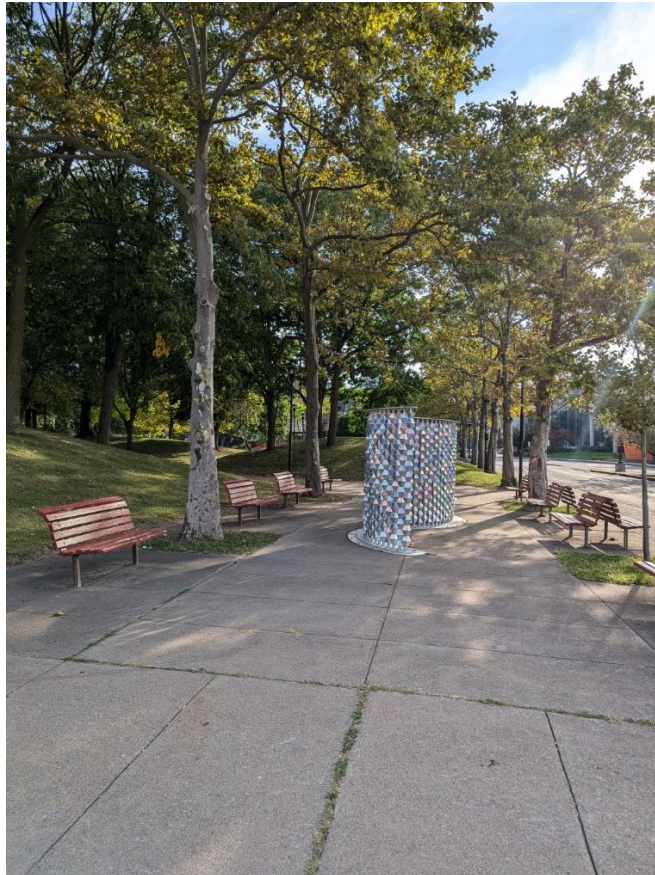


Standing in center of berm area looking north at Space Frame / Fountain





Standing in center of berm area looking northwest at Chestnut Street

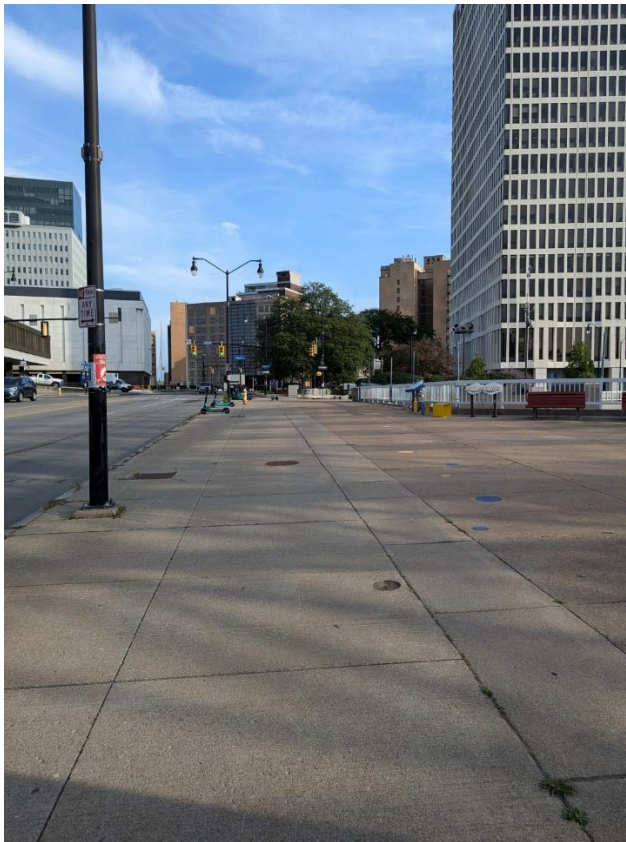


Existing streetscape at Adventure Place





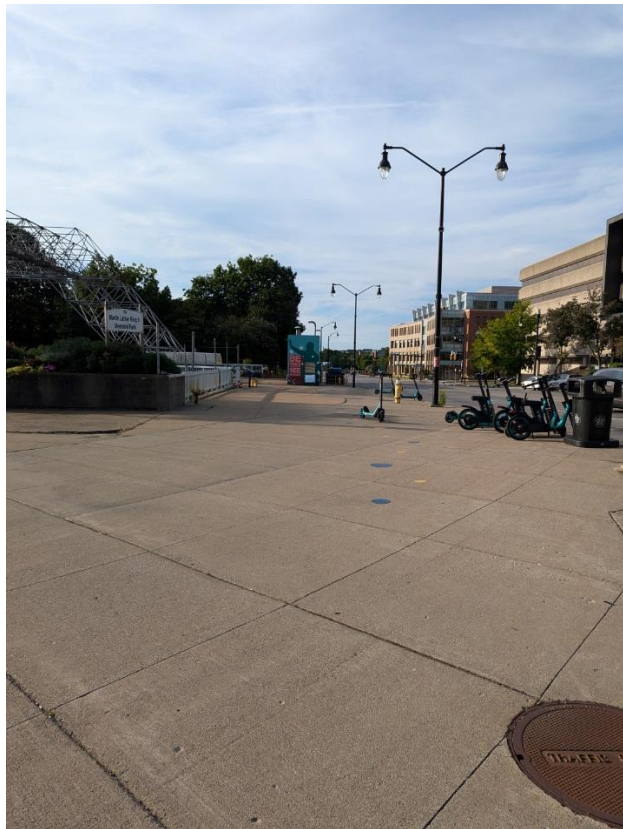
Existing streetscape at Chestnut looking north



Existing streetscape at Chestnut looking north (mid-block)



Existing streetscape looking east at the corner of Chestnut and Court Street



Existing streetscape looking south at the corner of Chestnut and Court Street

## **DOCUMENTS AND MATERIALS**

The City shall provide digital copies of the following materials:

1. The Master Plan Strategy for Manhattan Square Park (December 2002).
2. City of Rochester Historic Parks Survey – Manhattan Square Park Excerpt (pages 441-452) (2009).

## **3.0 DRAFT SCOPE OF SERVICES**

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

### **SCOPE OF SERVICES\***

- **Preliminary Investigations & Schematic Design**
- **Preliminary Plans and Report**
- **Final Design**

### **STATE ENVIRONMENTAL QUALITY REVIEW**

A SEQR determination has not been made for this project. The Consultant shall prepare the necessary SEQR documentation and assist the City through final determination, based upon the accepted preliminary design.

Martin Luther King Jr. Park is eligible for listing in the State and National Registers of Historic Places under criterion A for its association with urban renewal plans that transformed downtown Rochester, and criterion C as the work of master landscape architect Lawrence Halprin. Due to the historic significance and state funding source, SHPO coordination will be critical throughout the design process. The consultant will be required to submit documentation to SHPO for review regarding historical and archaeological resources. All submittals to SHPO shall be through the OPRHP Grants Administrator and not through the online Cultural Resource Information System (CRIS).

\*See Exhibit A for the detailed scope of services included in the draft Professional Services Agreement.

### **LOCAL REVIEW**

The Consultant shall submit plans and documentation to the required City boards and commissions, which at this time is anticipated to be Site Plan Review.

## **4.0 PROPOSAL REQUIREMENTS**

### **OVERVIEW**

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

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

The Respondent selected by the City will be required to enter into a Professional Services Agreement (PSA) with the City. The establishment of a PSA is contingent upon approval by City Council for all Agreements in excess of \$20,000 and upon the availability of funds for such an agreement. Unless otherwise stated in the proposal, the Respondent's response to this RFP shall be deemed its acceptance of the terms of this PSA. (Note: Attention is directed to the City's Living Wage requirements, MWBE goals, and minority workforce goals).

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

#### **PROPOSAL EVALUATION CRITERIA**

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

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

**Proposers should understand that the City's MWBE Utilization and Workforce Goals apply to and will be incorporated into any agreement resulting from proposals submitted for this RFP. Please note that all consultants shall submit as part of the proposal a workforce utilization plan regardless of percentage or whether goals are met. Refer to Section 5.0 City Provisions for details.**

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

#### **Firm Qualifications (10% Score – 2 page max. not including items 5-7)**

- 1) Firm and Sub-Consultant Identification & Qualifications: A description of the firm(s) including the number of employees and their disciplines, their philosophy on serving clients, location, and number of years each firm has been in business and conducting the described services.



- 2) City presence: Information about Respondent's presence in the City of Rochester, including office location(s), number of employees and their disciplines that are available locally. Also, any collaborative relationships with local firms that are to be formed for this Project.
- 3) MWBE and Workforce Goals: The Respondents shall provide the following statements:
  - a. Whether or not the Respondent is a New York State certified MWBE. Refer to Section 5.0 City Provisions for City preferences.
  - b. Whether or not the Respondent will use New York State certified MWBE sub-consultants and what percentage of the total contract amount will be performed by said MWBE subcontractors. (Note – if the Respondent is a New York State certified MWBE, they will not receive bonus weighting points by stating that they are self-fulfilling this requirement.)
  - c. The total percentage of the project team workforce that will be utilized to perform the work of this contract who will be either Minority (M) or Women (W), including both the Respondent's workforce and that of any subcontractors who will be utilized. (Note – The Respondent's workforce percentages shall be provided for the entire project team.)
- 4) Relevant Firm and Sub-Consultant(s) Experience, Recent Clients, & Relevant Projects for this type of work: Include three (3) recent clients for whom the Consultant and the sub-consultant(s) has provided services *relevant* to those required herein. The list should include name, address, and contact information of the client contact person, the **specific dates** when work was performed, and the type of work services performed. The proposal should showcase relevant firm experience for each area of expertise the City is requesting within the RFP.
- 5) MWBE Form A (MWBE Utilization Plan): This form shall be submitted as part of the proposal regardless of percentages or whether the goals are met. The draft form can be found in **Exhibit B** of this RFP and shall be completed with the anticipated percentage of total contract column filled out and **shall be included in an appendix** in the Respondent's proposal.
- 6) Professional Consultant Services Workforce Staffing Plan Form: This form must be submitted for all consultants within the project team and in addition a single form which combines all personnel onto a single form. These draft forms can be found in **Exhibit C** of this RFP and **shall be included in an appendix** in the Respondent's proposal.
- 7) Consultant Information Form (CIF): This form must be filled out by the prime consultant only to verify that the prime consultant information listed on New York State Department of State database is correct and provide local contact information. Sub-consultants do not need to complete this form. This form can be found in **Exhibit D** of this RFP and **shall be included in an appendix** in the respondent's proposal.

#### **Technical Proposal (40% score – 3 pages max., excluding Gantt Chart and Project Map)**

- 1) Project Understanding and Technical Approach: A demonstration that the Consultant understands the proposed project and its various tasks shall be included along with a detailed description of the Consultant's proposed unique approach. This portion of the proposal should communicate a complete in-depth understanding and approach for all services to be provided, including all disciplines (e.g. landscape architecture, lighting, drainage, survey, utilities, etc.) as

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

- 2) Scope of Work: Provide a summary of the scope of services for the completion of the tasks identified in this RFP. The consultant may propose alternate tasks that will meet the project objectives.
- 3) Gantt Chart and Schedule: Provide a concise, single page, 8.5"x11" or 11"x17" Gantt chart schedule for completing the Project Milestones, including any other key tasks necessary to complete the project. Include a statement of the Consultant's understanding of the proposed project schedule.
- 4) Project Map: Provide a single page 11"x17" map of the project area showcasing your understanding of the project.

### **Project Team Qualifications (50% score)**

- 1) Team Organization (3 pages max): Makeup of the project team, including sub-consultant(s), with a detailed organizational chart. Include a description of how the project will be organized, identification of the **key** project team members by name, field of expertise, and specific responsibilities on the project. This section should showcase, as applicable, team member's relevant experience as well as familiarity with the City's general project policies and procedures. A listing of relevant projects for each **key** project team member should be included.
- 2) Team Resumes (1 page per team member): Include for all **key** project team members a list of *relevant* projects only, with summaries of the work they specifically performed and approximate **dates** when work was performed. Team resumes should showcase relevant experience as it relates to this project and with the City's general project policies and procedures.

### **BASIC SERVICES FEE / HOURS**

**No fees or wages shall be submitted with this proposal.**

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

**An itemized breakdown of projected FTE (full time equivalent) estimated staff hours for the prime consultant and all sub-consultants must be clearly defined. All sub-consultants that are on the New York State Certified MWBE list should be clearly showcased.** This will be used in evaluating additional weightings as outlined in Section 5.0 City Provisions.

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

**DIRECT REIMBURSABLE EXPENSES**

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

- 1) Sub-consultants
- 2) Subsurface/Laboratory testing
- 3) Printing/Duplication
- 4) Rental Equipment (if required)
- 5) Travel

The Consultant shall provide duplication services for bid documents and any addenda as a reimbursable expense.

**ELIGIBILITY QUALIFICATIONS AND REQUIREMENTS**

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

**5.0 CITY PROVISIONS**

**LIVING WAGE REQUIREMENTS**

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

**LOCAL PREFERENCE**

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

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

Responding Company	Weight Awarded
Firms (primary consultants) who respond directly to this proposal and are located within the City of Rochester	10%

### **MWBE AND WORKFORCE GOALS (for Professional Services Agreements)**

This project is funded in part by a grant from the NYS Office of Parks, Recreation and Historic Preservation through Title 9 of the Environmental Protection Act of 1993. Under Article 15A, Executive Law, the State of New York is committed to providing Minority and Women Owned Business (MWBE) equal opportunity to participate in government contracts. Though there are no required goals for MWBE participation in this grant funded project, the successful bidder will be required to adhere to the City of Rochester goals outlined below.

The City of Rochester desires to encourage minority and women owned (MWBE) 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) and women (W). The MWBE utilization goal for this contract is 15% M and 15% W. The City has also established minority workforce goals of 20% M and 6.9% W for professional services consulting contracts. For more information please see <http://www.cityofrochester.gov/mwbe>.

Respondents shall be awarded MWBE bonus weighting as follows:

1. The City will give preference to Primary Consultants who are New York State certified MWBEs. Consultants who meet this requirement shall receive **an additional weighting of 10%**.
2. The City will give preference to Consultants who utilize state certified MWBE sub-consultants 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 MWBEs 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 MWBE 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 weighting of 5%**. If MWBE sub-consultants will perform more than 20% of the work of the contract, the Consultant shall receive an **additional weighting of 10%**. **(Note – if the Respondent is a New York State certified MWBE, they will not receive bonus weighting points by stating that they are self-fulfilling this requirement.)**
3. Respondents shall provide sufficient documentation with their proposal to support the additional preference weighting as an MWBE Consultant or for use of MWBE sub-consultants. If one or more MWBE sub-consultants 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.

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 MWBE Utilization Plan for approval by the MWBE Officer. The MWBE Officer may also issue a revised MWBE Utilization Plan for unforeseen changes in the availability of MWBE sub-consultants 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 the project team workforce

that will be utilized to perform the work of this contract, including both the Respondent’s workforce and that of any subcontractors who will be utilized, that meets or exceeds these goals shall receive an **additional weighting of 10%**. (Note – The final workforce percentages shall be provided for the entire project team.) If selected, the Respondent shall submit a final Workforce Staffing Plan on the City’s Form for review by the MWBE 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 the workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.

5. If selected, the Respondent shall provide a MWBE utilization and sub-consultant/supplier payment certification and/or workforce utilization reports on the City’s forms. These reports shall be submitted with each invoice or as otherwise requested by the MWBE Officer.
6. A failure to submit the required sub-consultant/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 MWBE 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.
7. Summary of additional evaluation weighting points for MWBE and Workforce Goals:

Category of Additional Evaluation Points	Additional Weight Awarded
Respondent is New York State Certified MWBE	10%
Utilize MWBE Sub-Consultants for 10-20% of work	5%
Utilize MWBE Sub-Consultants for more than 20% of work	10%
Meet or exceed workforce goals of 20% M and 6.9% W	10%

**MWBE AND WORKFORCE REPORTING (for Professional Services Agreements)**

The **selected Consultant** will be required to submit a workforce utilization staffing plan for meeting the workforce goals, and an MWBE utilization plan, on forms designated by the City under Professional Service Agreement. The consultant may be required to file City provided forms quarterly, or as otherwise required by the City, to verify that MWBE goals and minority workforce goals for a specified task or project are achieved. Examples of all forms are on the City’s web site at: <http://www.cityofrochester.gov/mwbe/>

**EEO Language**

The City of Rochester has been and will continue to be an equal opportunity organization. All qualified Minority and Women-Owned Business Enterprise (MWBE) suppliers, contractors and/or businesses will be afforded equal opportunity without discrimination because of race, religion, national origin, sex, age, disability, sexual preference or Vietnam Era Veterans status.

**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.

## **Exhibit A: Draft Agreement for Professional Services**

## AGREEMENT FOR PROFESSIONAL SERVICES

Project Name: Martin Luther King Jr. Memorial Park Phase IV

Project Code: 24315

Consultant Name:

Agreement #:

Authorizing Ordinance:

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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 \_\_\_\_\_, with offices located at \_\_\_\_\_, Rochester, New York 146 \_\_\_\_, 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 design services required in connection with Martin Luther King Jr. Memorial Park Phase IV, hereinafter referred to as the Project and;

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 I.** Description of Project

### Section 1.101 General Description

The project shall include improvements to the South Berm Garden and immediate surroundings at Martin Luther King Jr. Memorial Park. The Consultant will be engaged to provide design services as outlined in Section 1.202.

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

### Section 1.201 General

- A. The Consultant shall provide all basic services required for the Project including but not limited to surveys, preliminary design and report, contract documents, and assistance during bidding and construction phase design services.
- B. The Consultant shall provide "additional services" if required at the request of the City, including resident project representation services.
- C. The Consultant is to have on its staff and is to retain during the performance of its services all appropriate professional personnel necessary to completely and accurately perform the services required. Where the design of landscape architectural, structural, mechanical, electrical, civil or other engineering features of the work is included in the Project, such must be performed by a licensed professional registered to practice in the State of New York. The consultant shall provide a list of its employees assigned to the project which provides the employee's name and title prior to the start of work. The consultant shall notify the City prior to changing project personnel. No changes in project managers will be made without approval of the City.
- 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 shall develop and submit to the City a detailed plan and schedule for the orderly and timely completion of requirements of this Agreement. The Consultant shall utilize appropriate graphics and illustrate the plan, i.e. bar charts, etc. All pertinent dates of meetings and submittals shall be identified subsequent to execution of this agreement.
- F. The Consultant shall be available to meet with the City periodically and as necessary to review the progress on the requirements of this Agreement and to provide design consultation.

- G. The Consultant shall maintain an up-to-date orderly assembled file of design notes providing a history of the design of the Project. Design notes shall include correspondence, calculations, documentation, references and other material necessary to establish the basis for design. The Consultant shall furnish a copy of such notes to the City as requested.
- H. The Consultant shall prepare and furnish to the City within one week minutes of all meetings held and monthly written progress reports in a format mutually agreed upon.

## **Section 1.202 Basic Services**

### **A. Preliminary Investigations & Schematic Design**

#### **1. Project Kick-Off Meeting**

The Consultant shall plan and coordinate a project kick-off meeting with the City designated "Advisory Team" and applicable groups as determined by the City. Meeting objectives include, but are not limited to:

- a. Verify work program, schedule, and channels of communication
- b. Review project budget and determine if funding sources have specific requirements and if so, what impacts may occur to design budget and schedule
- c. Obtain existing data/information regarding project site
- d. Review of any applicable municipality/agency guidelines, specifications, and detailing as it relates to any designed element within the project
- e. Review of any special requirements for this project
- f. Review of any operational or maintenance issues
- g. Review design program elements
- h. Include regulatory agency staff when available.
- i. Perform site visit (completed by Team prior to the meeting)

#### **2. Existing Data**

The Consultant shall make maximum utilization of existing planimetric, topographic and utility maps and surveys, as available from the City, County or private utilities.

#### **3. Surveys, Mapping and Exhibits**

The Consultant shall survey the project area producing an accurate graphic representation of all existing facilities. The said survey shall be tied to the New York State Plane Coordinate System, western zone, NAD '83. The information shall be plotted at a 1" = 20' scale, and show the NAD '83 coordinate grid, planimetric, topographic and utility details in the project area. Swing ties are required for all monuments within the project area. Mapping shall be prepared on a 22" X 34" sheet and digital form.

#### 4. Existing Sewer, Water and Other Facilities

The Consultant shall locate and identify all storm, sanitary or combined sewer mains and laterals, catch basins and manholes, water mains, valves and services, and other similar structures within the Project Area.

The Consultant shall locate all existing overhead and underground utilities utilizing available system maps and cross-checking by site inspection.

The Consultant shall locate all existing trees and include species, DBH and crown size.

The Consultant shall evaluate the physical condition and drainage capacity of existing storm sewer drains, catch basins, and laterals and shall utilize such information in the design of the Project.

The condition and capacity of other utilities shall be reviewed with their respective owners by the Consultant. All planned improvements will be noted so that construction efforts can be coordinated between the City and third parties.

#### 5. Site Reconnaissance

The Consultant shall conduct site-specific reconnaissance, in preparation for design. Work shall include, at a minimum, identification and mapping of all existing site features, vegetation (including size, canopy spread, genus), viewsheds, circulation, general conditions, and general site analysis including constraints / needs / opportunities. Site reconnaissance shall be summarized through mapping, diagrams, plans, reports, studies, photographs, written narrative and any other appropriate information and documentation as necessary.

#### 6. Coordination

The Consultant shall meet with utilities/agencies identified by the City to review their involvement and ascertain their needs regarding the Project. At the meeting(s) the Consultant shall discuss the goals of the project and the findings to date. The Consultant shall also attempt to determine the problems, needs, and priorities of such stakeholders and their members related to the present conditions, use and operation and desires for the improvements. In order to facilitate the dissemination of information at such meetings, the Consultant shall prepare necessary display and informational material. The Consultant shall provide a memorandum summarizing these meetings.

#### 7. Schematic Design

The Consultant shall prepare at least two unique schematic improvement sketches for the improvements of the project site and its immediate surroundings. This shall include:

- a. The design alternatives which address alternative materials and designs to meet the goals of the project. Each alternative may have “sub-alternatives” which address different options for the streetscape vs the internal berm area, etc.;
- b. Schematic level cost estimates for each alternative. The Plan shall identify those alternate materials, patterns, and elements which allow the alternatives to conform to the project funding.
- c. Each alternative shall include plans, sections, elevations, details and other drawings or images as needed to convey the overall design intent and any defining features or critical elements of the alternatives. The consultant shall also provide and exploration of alternatives for materials, amenities and features.

The Schematic Design plans shall, at a minimum, develop an appropriate range of improvements to integrate this area of the park with the surrounding urban fabric, improve the pedestrian environment of the ROW and park frontage, enhance view sheds and physical connectivity into and out of the park, and provide greater functionality and access to meet the recreational needs of all park users. The design will develop plans based upon renewed public input and in deference to the 2002 MP and the original Halprin design.

## 8. Meetings

### a. Review Meeting

The Consultant shall present its findings of Preliminary Investigations and Schematic Design alternatives at a review meeting with the City and others designated by the City and prepare minutes of this meeting. The Consultant shall incorporate into the design of the Project any comments or directions resulting from this meeting with the City.

### b. Stakeholder Meetings

The Consultant shall assist the City in conducting meetings with stakeholders from the surrounding neighborhood. The Consultant shall utilize such meeting(s) to keep the stakeholders informed of the progress of the project, in order to stimulate their involvement and cooperation. In order to facilitate the dissemination of information at such meetings, the Consultant shall prepare necessary display and information materials. The Consultant shall provide a memorandum summarizing these meetings.

### c. Public Meeting

The Consultant shall assist the City in conducting a public meeting, including a formal presentation, to present an overall project overview, scope, schedule, findings of the Preliminary Investigations, and the resulting schematic designs. Public input shall be solicited through question and answer, direct interaction and comment forms, to ascertain their preferences on a preferred alternative, design

elements, materials and amenities. The Consultant shall prepare all display materials, handouts, presentations, agenda, sign-in sheets, and other materials necessary for the meeting. The Consultant shall provide minutes summarizing the meeting.

**Task A Deliverables:**

- *Displays, informational materials, agendas and minutes for all meetings*
- *Existing Conditions Plan*
- *Site analysis summary*
- *Memo summarizing coordination with utilities and agencies*
- *Minimum 2 unique Schematic Design Alternative Sketches, with sub-alternatives*
- *Schematic level cost estimates for each Schematic Design Alternative*

**B. Preliminary Plans & Report**

1. Preliminary Plans based on selected Schematic Design Alternative. The preliminary design and the preparation of preliminary plans for the elements of the project shall be accomplished by the Consultant. The Consultant shall provide an in-depth design review at 35% completion including the following information:

- a. Preliminary plans, including a cover sheet, legend, plan details, and other images showing the layout, basic design details, materials, and construction methods. These plans shall be at the scale of 1" = 20' on 22x34 sheets.
- b. A concise report memorandum shall supplement the preliminary drawings. The memorandum shall include:
  - 1) Evaluations, recommendations, and design criteria pertinent to the design of the project elements.
  - 2) A discussion of maintenance and protection of traffic and services required during construction of the project.
  - 3) A report on the extent of utility/agency involvement with the Project including a preliminary construction schedule which shall identify project and utility work, duration, impacts, and potential conflicts.
  - 4) Preliminary cost estimates.
  - 5) Environmental Quality Review

The Consultant shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. This shall not constitute a requirement to prepare an Environmental Impact Statement (EIS).

c. Consultant shall provide digital copies of the plans and report to various agencies and utilities as indicated by the City.

## 2. Meetings

### a. Review Meetings

The Consultant shall present for review the Preliminary Plans at a review meeting with the City and others designated by the City and prepare minutes of this meeting. The Consultant shall incorporate any comments and direction resulting from this review meeting with the City.

### b. Stakeholder Meeting

The Consultant shall assist the City in conducting meetings with stakeholders from the surrounding neighborhood. The Consultant shall utilize such meeting(s) to keep the stakeholders informed of the progress of the project, in order to stimulate their involvement and cooperation. In order to facilitate the dissemination of information at such meetings, the Consultant shall prepare necessary display and information materials. The Consultant shall provide a memorandum summarizing these meetings.

### c. Public Meeting

The Consultant shall assist the City in conducting a public meeting, including a formal presentation, to present an overall project overview, scope, schedule, and the resulting recommended preliminary plan recommendations. Public input shall be solicited through question and answer, direct interaction and comment forms. The Consultant shall prepare all display materials, handouts, presentations, agenda, sign-in sheets, and other materials necessary for the meeting. The Consultant shall provide minutes summarizing the meeting.

### **Task B Deliverables:**

- *Preliminary Plans (22x34)*
- *Report Memorandum*
- *SEQR documentation and determination of significance*
- *Displays, informational materials, agendas and minutes for all meetings*

## **C. Final Design**

1. The Final Design and the preparation of detailed Contract Documents shall be accomplished by the Consultant in accordance with applicable City, County, State and Federal procedures for all elements of work as defined in the Preliminary Plans and Report Phase, including:
  - a. Site demolition plan depicting features requiring demolition prior to site construction.
  - b. Layout plan and details for all site improvements including pavements, structures, lighting, signage, and site amenities.



- c. Grading Plan for all landform and site drainage including green infrastructure elements, erosion control and storm drains, their location, sizes, grades and types, and new laterals.
  - d. Utility Plans.
  - e. Landscape and Planting Plan.
  - f. Construction Access Staging Plan and Maintenance of traffic and services for the Project as needed.
2. The Consultant shall make the following submissions and meeting presentations:
  - a. One full size paper copy of the final design plans, and one digital copy of final design plans, specifications, quantities and estimates shall be submitted at the 90% advance final completion stage of the Contract Documents.
  - b. The Consultant shall present the advance final design documents at a review meeting with the City and others designated by the City, if so requested.
  - c. The Consultant shall distribute project information/plans to utilities/agencies (digital PDF and/or hard copy) and others designated by the City and prepare summary of feedback. The Consultant shall meet individually with utility agencies as needed.
3. The Consultant is to provide the City with a revised cost estimate.
4. Agency Approvals - potential approval agencies include but are not limited to:
  - a. City agency and approvals, including but not limited to: Environmental Commission (REC), Site Plan review (SPR), or other necessary approvals; and
  - b. Office of Parks, Recreation, and Historic Preservation (OPRHP) or the State Historic Preservation Officer (SHPO). Please note, that due to the design funding source, all SHPO submittals should come through OPRHP.
5. The Consultant is to prepare for the City's Contract Documents including the Project Summary, Special Instructions to Bidders, Bidding Forms, Special Terms and Conditions, Special Laws and Regulations, Project Specifications and working drawings for the Project. The bid documents are to be based upon standard City forms wherever applicable using the Standard construction documents. The Consultant is to furnish ten (10) complete sets of the Contract Documents under this Agreement, some of which are to be delivered by the consultant to utilities or other agencies as indicated by the City at the beginning Notice to Proceed of the Project.

**Task C Deliverables:**

- *Contract Documents (22x34)*
- *Cost Estimate*
- *Completed application packages for required approvals*
- *Bid Documents*
- *Displays, informational materials, agendas and minutes for all meetings*

Section 1.203 Additional Services

The following shall constitute Additional Services:

- A. Performing work not described under Basic Services when requested and authorized in writing by the City's Authorized Agent including, but not limited to the following:
  - 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.
  - 7. Resident Project Representation services 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 having been ordered in writing by the City's Authorized Agent.
- C. If the Construction Work extends more than six months beyond the completion date specified in the construction contract, not including seasonal layoffs or strikes.

**ARTICLE I, Part 3. Subcontracts**

All services to be performed under this Agreement shall be performed with the Consultant's own employees, unless the City agrees that the Consultant may subcontract such services. Copies of all proposed Agreements between the Consultant and subcontractors shall be submitted to the City along with a statement of the subcontractor's

qualifications. Such Agreements shall be approved by the City in writing prior to initiation of work. All subcontracts under this Agreement are subject to all applicable provisions of this Agreement unless otherwise directed in writing by the City. The Consultant is responsible for the completion of all services under this Agreement in an acceptable and timely manner, including any services performed by a subcontractor, supplier or other party with whom the Consultant has a contract.

#### **ARTICLE I, Part 4. City Responsibilities**

The City Shall:

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

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

##### 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, excess (maximum amount of contract; \$250,000.

- B. The consultant shall have the right to bill the City for services performed and not already billed on a monthly basis.
- C. The Consultant shall submit duly executed invoices in order to receive payment.

Section 1.502 Fee for Basic Services and Reimbursable Expenses

- A. Payments to the Consultant for basic services for each project component pursuant to this agreement shall be initially set forth as part of Schedule A.
  - B. The fees payable to the Consultant for Reimbursable Expenses for each project component pursuant to this agreement shall be initially set forth in Schedule A.
  - C. The City agrees to pay and the Consultant agrees to accept as full payment for the work and service performed pursuant to this agreement the following fees, payable in the following manner:
    - a. The Consultant's fee shall be computed on a lump sum basis. The lump sum fee shall be based upon the percentage of work completed within a monthly billing period, within the phase limits shown in Schedule A.
    - b. Surveyor's wages are subject to the New York State Department of Labor, Bureau of Public Works Prevailing Rate schedules. The Consultant's Lump Sum Fee includes the surveyor's wages as required by the Department of Labor. The Consultant must submit documentation demonstrating compliance with the NYS Dept. of Labor.
2. The City will not pay overtime costs arising from work on any part of this Agreement.
  3. The Consultant shall be reimbursed the actual expenses for Reimbursable Expenses incurred in performing services under this Agreement. All reimbursement claims must be supported by adequate documentation and show appropriate share breakdown. Reimbursable Expenses are as outlined in Schedule A.
  4. All hourly rates for professional and technical personnel, and the identity and resumes of professional and technical staff, of project managers and principals shall be approved by the City's Authorized Agent prior to the Notice to Proceed. No changes will be made without the approval of the City's Authorized Agent.
  5. Principals shall be reimbursed at a flat hourly rate, approved by the City's Authorized Agent.
  6. All travel is to be made at the expense of the Consultant and is part of the Fee for Basic Services.

Section 1.503 Fee for Additional Services

- A. The City agrees to pay the Consultant for additional services performed by the Consultant on the following basis: Adjustments to the fee for unanticipated change

of scope of the project shall be made based upon a negotiated scope and fee of the Consultant's technical and professional personnel.

- B. The City shall pay the Consultant as an expert witness at the rate of \$400.00 per day for any day or portion thereof for which the Consultant is required to appear as a witness.
- C. The City shall pay the Consultant to provide property survey and preparation of plots and legal descriptions at \$350 per plot.
- D. Should the City utilize the Consultant to provide Resident Project Representation services, the Construction Phase Services portion of this Agreement shall be terminated and shall be negotiated in the subsequent agreement for resident project representation services.

Section 1.504 Fee Administration

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

**ARTICLE I, Part 6. Term**

This Agreement shall commence upon execution by the parties and shall terminate three (3) months after completion and acceptance of the construction of the Project designated herein. In the event that the Project construction is not undertaken, the Agreement shall terminate one year after the completion of the contract documents by the Consultant and the acceptance by the City of such contract documents. However, no such termination shall relieve the Consultant of any outstanding duties imposed by the Agreement, including the requirement to hold the City harmless and to maintain insurance coverage insuring against loss arising out of the Project.

**ARTICLE I, Part 7. Time of Performance**

- A. For each phase of the work, the Consultant shall not commence work until receipt of a written Notice to Proceed from the City's Authorized Agent and shall prepare documents for that phase of the work for review by the City within the time frames detailed on Schedule B – Time Schedule.
- B. The Consultant shall not be held responsible for delays caused by the City of Rochester or by other parties not directly under its control.
- C. The above time limits may be extended only by mutual written agreement of the parties hereto. It is understood that it is the intention of the City to have the service performed under this Agreement carried out as expeditiously as possible.

**ARTICLE I, Part 8. Removal of Personnel**

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

**ARTICLE I, Part 9. Authorized Agent**

- A. The City hereby designates:

Holly E. Barrett, P.E.  
City Engineer  
Third Floor - City Hall - 300B  
30 Church Street  
Rochester, New York 14614

- B. The Consultant hereby designates:

Name  
Title  
Address

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

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

## **ARTICLE I, Part 10. Ownership of Documents**

All original design notes, drawings specifications the two digital record drawing 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 11. Confidentiality**

### **Section 1.1101 General**

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

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

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

## **ARTICLE I, Part 12. Organizational Conflict of Interest**

- A. The Consultant warrants that to the best of the Consultant's knowledge and belief, there are not relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Consultant has disclosed all such relevant information.
- B. An organizational conflict of interest exists when the Consultant performs or agrees to perform services for another party that could foreseeable implicate the City as a potentially responsible party in an environmental enforcement action or claim against the City or otherwise increase the potential liability of the City.

- C. The Consultant agrees that if an actual or potential organizational conflict of interest is discovered, the Consultant will make a full disclosure as soon as possible in writing to the City. This disclosure shall include a description of actions which the Consultant has taken or proposed to take, after consultation with the City, to avoid, mitigate, or neutralize the actual or potential conflict.
- D. The City may terminate this Agreement in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Consultant was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose it, or misrepresented relevant information to the City, the City may terminate the Agreement, debar the Consultant from contracting with the City, or pursue such other remedies as may be permitted by law or this Agreement. In such event, termination of this Agreement shall be deemed a termination for default pursuant to Section 2.602.
- E. The Consultant further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this Article.

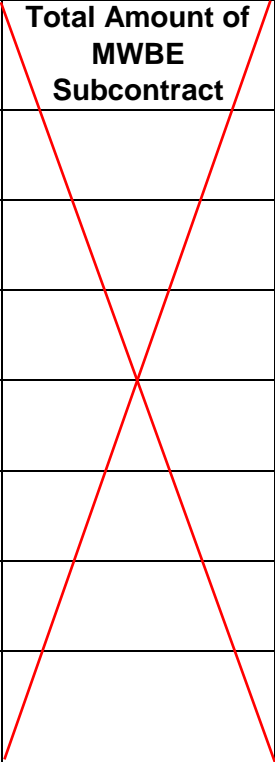


**Exhibit B: Draft City of Rochester - M/WBE Form A (Utilization Plan)**  
*Draft to be completed and returned with Proposal*

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

**Project Name** Martin Luther King Jr. Memorial Park Phase IV **Agreement #** N/A

**Consultant** \_\_\_\_\_ **Total Contract Amount\* \$** N/A **Original Plan**  **Revised Plan**

MWBE Business Name	M B E	W B E	Scope of Work to be Performed	Projected Start Date	Projected End Date	Total Amount of MWBE Subcontract	Percentage of Total Contract*
							
<b>TOTAL:</b>							

\*Total Contract equals contract award plus all change orders

**Authorized Person** \_\_\_\_\_ **Title** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ **Email** \_\_\_\_\_

**Approved by MWBE Officer** \_\_\_\_\_ **Date** \_\_\_\_\_

**Exhibit C: Draft City of Rochester Workforce Staffing Plan Form**  
*Draft to be completed and returned with Proposal*

City of Rochester  
Professional Consultant Services Workforce Staffing Plan

<b>WORKFORCE STAFFING PLAN FOR PROFESSIONAL CONSULTANT SERVICES</b>												
PROJECT NAME: Martin Luther King Jr. Memorial Park Phase IV							DATE:			MINORITY GOAL	FEMALE GOAL	
CONSULTANT:							AGREEMENT NUMBER: <span style="color: red;">N/A</span>			20.00%	6.90%	
CLASSIFICATION	NUMBER OF EMPLOYEES WORKING ON PROJECT									MINORITY %	FEMALE %	
	TOTAL			MINORITY			NON-MINORITY					
	M	F	Non-Binary	M	F	Non-Binary	M	F	Non-Binary			
Officials, Administrators												
Professionals												
Technicians												
Sales Workers												
Office, Clerical												
Craft Workers												
Laborers												
Temporary, Apprentices												
Other (Specify)												
<b>TOTAL WORKFORCE</b>												

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

Reviewed by MWBE Officer:	Date:
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City of Rochester  
Professional Consultant Services Workforce Staffing Plan

WORKFORCE STAFFING PLAN FOR PROFESSIONAL CONSULTANT SERVICES												
PROJECT NAME: Martin Luther King Jr. Memorial Park Phase IV						DATE:			MINORITY GOAL		FEMALE GOAL	
CONSULTANT:						AGREEMENT NUMBER: N/A			20.00%		6.90%	
CLASSIFICATION	NUMBER OF EMPLOYEES WORKING ON PROJECT									MINORITY %	FEMALE %	
	TOTAL			MINORITY			NON-MINORITY					
	M	F	Non-Binary	M	F	Non-Binary	M	F	Non-Binary			
Officials, Administrators												
Professionals												
Technicians												
Sales Workers												
Office, Clerical												
Craft Workers												
Laborers												
Temporary, Apprentices												
Other (Specify)												
<b>TOTAL WORKFORCE</b>												

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

Reviewed by MWBE Officer:	Date:
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**Exhibit D: Consultant Information Form**  
*To be completed and returned with Proposal*



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

**Consultant/Contractor Information Form**

Project Name: Martin Luther King Jr. Memorial Park Phase IV

(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/>

<b>Current Entity Name:</b>	
<b>DOS ID #:</b>	
<b>Initial DOS Filing Date:</b>	
<b>County:</b>	
<b>Jurisdiction:</b>	
<b>Entity Type:</b>	
<b>Current Entity Status:</b>	

**Chief Executive Officer Information:**

<b>Name:</b>	
<b>Address:</b>	

**Principal Executive Office Information:**

<b>Name:</b>	
<b>Address:</b>	

The information provided and located on the DOS website matches.

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

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

**Part B: Local Office Information**

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

Name:	
Title:	
Address:	

**Part C: Executed Agreement Information**

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

Name:	
Title:	



**Exhibit E: Article 15A – Equal Employment Opportunity Policy Statement  
(required due to funding source)**

*To be completed and returned with Proposal*

Article 15A

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the \_\_\_\_\_ (Legal Name of Your Organization) to provide equal employment opportunity to all people without regard to race, color, sex, religion, age, national origin, disability, sexual preference, or Vietnam Era Veteran status. As head of the organization, I am personally committed to assuring that our organization will act affirmatively to develop avenues of entry and mobility for minorities, women, individuals with disabilities, and Vietnam Era Veterans through the following activities:

- Development of programmatic approaches to the elimination of all unjust exclusionary employment practices, policies and consequences;
- Development of educational and training programs for all employees, with emphasis on our goals for upgrading minorities, women, individuals with disabilities and Vietnam Era Veterans;
- Development of personnel practices, policies and career ladders to assist and encourage upward mobility of employees restricted to lower levels;
- Development of mechanisms for swift and judicious resolution of complaints of discrimination consistent with our policy, and other applicable statutes; and
- Provision of reasonable accommodations to enable qualified individuals with disabilities to enjoy equal employment opportunities and equal terms, conditions and privileges of employment.

To effectuate this policy, we have designed a plan which conforms with all relevant Federal and State non-discrimination laws and regulations including but not limited to: The Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, the Vietnam Era Veteran's Readjustment Act of 1974, and the New York State Human Rights Law. The plan applies to all job classifications and titles in this organization's jurisdiction. It governs all our employment policies, practices and actions including, but not limited to: recruitment, hiring, discipline, rate of pay or other compensation, advancement, reclassification, reallocation, promotion, demotion, discharge and employee benefits. I will see that the Affirmative Action Office is provided with all available resources necessary for the execution of its program responsibilities. Moreover, all managers, supervisors, and employees must make consistently diligent efforts to implement this policy in day-to-day program and employment decisions. Affirmative Action considerations will be an integral part of all organizational activities performed in the furtherance of our mission and in meeting our responsibilities to the State's citizens.

Signature of Agency Head \_\_\_\_\_

Printed Name of Agency Head \_\_\_\_\_