

Request for Proposals

City Hall Green Pervious Parking Lot



Department of Environmental Services
Division of Architectural Services
City of Rochester
414 Andrews Street
Rochester, New York 14614



City of Rochester, NY

January 2012

Project No. 11056

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GENERAL INFORMATION

Project Title / Location

City Hall Green Pervious Parking Lot

30 Church Street, Rochester, New York 14614

City Building No. 1.02

Proposal Due Date

Four copies of the proposal are to be submitted no later than **3:00 pm on January 27, 2012** to:

Pamela J. Marcotte, R.A., Managing Architect
City of Rochester, Department of Environmental Services
Division of Architectural Services
414 Andrews Street
Rochester, New York 14604

For an electronic version of this proposal, please go to the following web site:
<http://www.cityofrochester.gov/bidandrfp/>

Project Timetable

It is anticipated that the design will commence in February-May; based on this projection, schedule as follows:

Program Development - February 2012
Schematic Design - March 2012
Design Development - April 2012
Contract Documents - May 2012
Bid/Award - June - July 2012
Construction Administration - August - October 2012

Note that Agreement Authorization is required by City Council, slated for February, 2012.

Project Budget

The project budget is \$225,000.00, inclusive of design, construction, testing, and contingency.

Site Visit

A site visit is scheduled for **10:00 am, January 13, 2012**; meet at City Hall at the Link Entrance (Fitzhugh Street entrance).

CITY PROVISIONS

Employment of Local Labor

Pursuant to City Council Resolution No. 91-25, the City shall, when awarding professional services agreements, give preference to organizations located within the City of Rochester or Monroe County. The use of local individuals or companies as subcontractors is also encouraged.

Affirmative Action

City Council Ordinance No. 94-213 establishes M/WBE utilization goals for City architectural and engineering professional service agreements. The M/WBE utilization goal for this contract is 2.1% for African-American, 0.6% for Hispanic, and 3.5% for Woman Business Enterprises of the total dollar amount of the Professional Services fees. During the course of completing work under this agreement, the consultant will attempt to achieve these goals through use of M/WBE's.

The City of Rochester has a policy of Affirmative Action regarding consultants who perform professional services for public works projects. You are encouraged to employ sub-consultants who are Minority or Woman-owned Business Enterprises to the greatest extent possible.

Living Wage Requirements

Rochester City Council adopted the Rochester Living Wage Ordinance (2001-36, and Resolution 2001-3) in July 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. As set in 8A-18D (1) of the Ordinance, if the total amount of the proposal is \$50,000 or more during the period of one year, a written commitment to pay all covered employees a Living Wage and a list of the job titles and wages levels of all covered employees in each of the years for which this agreement is sought shall be submitted with the proposal.

A copy of the ordinance can be found at:

<http://www.cityofrochester.gov/app.aspx?id=8589936469>

PROJECT OVERVIEW

Background

The rear employee parking lot at City Hall is original to the 1976 expansion and renovation of the building. The asphalt parking lot has oxidized and reached the end of the material's life cycle. The parking lot is used by City's employees, legislators and occasional visitors/vendors weekdays from 8am-6pm; it is open to public use in the evenings and weekends, primarily for Church services and events.

The Parking lot is in need of extensive repair/replacement; minor repairs have continued at the lot over the last decade.

The parking lot has two 10,000-gallon subsurface water tanks located in the south-east area of the parking lot, approximately two feet deep, which services the building's HVAC systems. The sub-grade of City Hall's "B" building is also comprised of abandoned foundation and fills from the prior buildings on that site. Original specifications and details for the site are available upon request.

"Green" Parking Lot

The City was awarded funding through the New York State Department of Environmental Conservation (NYS DEC) for a permeable paving project at City Hall's parking lot. The objective of this project is to reduce overall maintenance of the parking lot with the limited use of catch basins, reduce surges to the combined storm/sewer system and to recharge the watershed. It shall provide a demonstration for other public and private building occupants in the Center City potential system benefits.

Operational use of a portion of the parking lot is required during construction; therefore, it is intended that the sequence of construction shall, at minimum, provide two segments of construction and lot availability.

Tasks:

1. Design and budget: 6 weeks (by City)
2. Purchase Requisition: 3 weeks (by City)
3. Material Lead Time and delivery: 4 weeks (by Contractor)
4. Mobilization: 2 weeks (by Contractor)
5. Remove existing asphalt and stone base - North Area: 2 weeks (by Contractor)
6. Roll sub-base - North Area: ~1 week
7. Install mixed stone - North Area: ~1 week (by Contractor)
8. Install porous asphalt binder - North Area: ~1 week (by Contractor)
9. Install porous asphalt top course - North Area: ~1 week (by Contractor)
10. Remove existing asphalt and stone base - South Area: 2 weeks (by Contractor)
11. Roll sub-base - South Area: ~1 week
12. Install mixed stone - South Area: ~1 week (by Contractor)
13. Install porous asphalt binder - South Area: ~1 week (by Contractor)
14. Install porous asphalt top course - South Area: ~1 week (by Contractor)
15. Demobilize/Closeout: 4 weeks (by Contractor)

The Department of Environmental Services (DES), Bureau of Architecture and Engineering, Architectural Services Division, will administer the consultant agreement and project.

Project Scope

The “City Hall Green Pervious Parking Lot” (as described in the NYS DEC grant) is considered a replacement, rehabilitation, or reconstruction in-kind on the same site. Due to frequency and type of use, pervious/porous pavement shall be installed in the parking areas/lanes, with heavy-duty asphalt or standard concrete pavement construction in the drive aisles. This will help control water levels going into the existing storm water systems.

The work plan for the NYS DEC grant (Appendix C) has recommended a multi-phased project consisting of demolition/prep work for half of the parking lot with reconstruction of the driving aisles/lanes, followed by the reconstruction of the parking area/lanes. The tentative sequence will be the North half of the Parking Lot follows by the South half; the consultant is to recommend an approach to the project scheduling that shall enable maximum utilization of the lot during construction.

The Project will be in Two (2) phases with Two (2) sub-phases in each phase (see chart below). Each phase will consist of the demolition/prep work of half of the parking lot and the reconstruction of the Driving aisles/lanes follows by the reconstruction of the Parking area/lanes.

Phase #1
Demolition/Prep work
Paving
Reopen section/ Parking
Phase #2
Demolition/Prep work
Paving
Reopen section/ Parking

The tentative sequence will be the North half of the Parking Lot followed by the South half.

The project shall require complete civil engineering design services including: Program Development, Schematic Design, Design Development, Contract Document, Bidding Phase and Construction Administration Phase Services w/ Resident Project Representative Services.

Of Note

The NYS DEC Water Quality Improvement Program Grant provides 85% project funding to reduce urban storm water runoff and to provide for demonstration projects that can be used in future capital or maintenance applications. The City shall work with the consultant to identify any specific reporting requirements as well as any specification standards to meet the grant requirements.

SCOPE OF SERVICES

Overview

The DES/Bureau of Architecture and Engineering, Architectural Services Division shall administer the Agreement with the Consultant. Programming involvement will include DES/Bureau of Operations staffs. The Consultant shall facilitate the programming, cost budgeting and development of schematic designs to inform final decisions.

The Consultant will enter into an agreement with the City of Rochester for complete professional services to include the following:

- Program Development
- Schematic Design
- Design Development
- Contract Documents
- Bidding Phase Services
- Resident Project Representative Services
- Construction Administration Services

Please refer to draft professional services agreement, Appendix A, for full basic service listing.

Program Development

The Consultant shall give a written assessment (report) agreeing with initial findings and overall project approach. If differences occur, the consultant shall outline in detail these differences along with describing the reasons for these conflicts. In addition, various porous material options and costs shall be analyzed for life-cycle and maintenance schedule with recommendations and showing the various materials comparison in a matrix chart. Each option should reflect the proposed design characteristics and features of the project. Each option should also include a budget cost estimate broken down by labor and materials to assist the City in making the best selection.

Schematic Design

Upon receipt of written approval from the City for the Program Development, prepare two (2) schematic design options for review and approval by the City. Each option should reflect the proposed design characteristics and features of the project. Each option should also include a detailed cost estimate broken down by labor and materials to assist the City in making the best selection. Schematic design options will be presented in an AutoCad format acceptable to the City. Options shall also be listed in a presentable format (Matrix) to review with various stakeholders and be presented in an AutoCad format acceptable to the City.

Design Development

After the approval of the schematic design option, the City shall issue a written order to proceed with the Design Development Phase. Prepare a detailed Design Development report including drawings showing the general design Lay-out schemes and appearance of Parking Lot facility. Outline specification, cost estimates, and material selection together with the detailed site plan.

- a. The Consultant is to issue a preliminary submission.
- b. Meet with the City to review the submission and verify the project is within budget.
- c. Make necessary changes agreed upon with the City.
- d. Issue the final submission to the City.

Contract Documents

Upon written approval of City of the design development phase, the Consultant will proceed with Contract Documents. These will include all drawings and specifications and checklist needed for competitive bidding except that the City normally provides the "boilerplate." The boilerplate includes the Instructions to Bidders, Proposal Form, Agreement, and General Conditions. City will assist in certain Division 1 Specifications sections.

Provide the City Contract Documents and Specifications in both paper and electronic format. Provide progress drawings, specifications, proposed construction schedule, and cost estimates, all at both 50% and 95% completion of the phase of service for the City's review and approval.

Prepare a list of all permits, licenses, reviews, and Code/Zoning approvals required by Contract Documents. The City will do all drawing and specifications bid set duplicating.

Bidding Phase

Assist the City during the bidding process by attending a pre-bid meeting. Answer questions and provide clarification during bidding. Prepare addenda if necessary. Review and evaluate bids and alternates.

Construction Administration

Administer the Project during the Construction Phase. Attend a preconstruction meeting. Attend weekly construction meetings. Issue and evaluate supplementary instructions, proposal requests, proposals, and application for payments. Issue field reports to the City and submit on a weekly basis. Review and evaluate all submittals and shop drawings.

Conduct regular site visits, a minimum of one site visit per week other than meeting days, Make additional field visits as required to clarify or interpret any phase of work. Where field condition differs from contract documents or disputes arise, resolve issues satisfactorily to the City. Issue punch list and reinspect as necessary. Assist with closing out the project and review record drawings for completeness from contractor. Update electronically the record drawings and provide a CD to the City.

PROPOSAL REQUIREMENTS

Four (4) copies of the proposal are to be submitted no later than **3:00pm; January 27, 2012** to:

Pamela J. Marcotte, R.A., Managing Architect
City of Rochester, Department of Environmental Services
414 Andrews Street
Rochester, New York 14604

At least one (1) copy of the proposal will be signed by an officer of the corporation empowered to contractually obligate the firm or consortium. Each proposal must include, at a minimum, the following:

Costs

Include an hourly not-to-exceed fee for the basic services **itemized by each phase of services broken down by work element**. See special instructions for estimated hours and fee below. Include billing rates for the various personnel who will be involved in the project. Include the costs of all review meetings with the City outlined in your approach.

The Consultant may suggest modifications to the scope of services for consideration by the City if the firm believes there are opportunities for improving the project overall. Provide an estimate for the cost of reimbursable to be included in the agreement. Indicate what is included as reimbursable.

The not-to-exceed fee information will be placed in a sealed envelope separate from the rest of the Proposal. The separate sealed envelope will be placed inside the same larger envelope, which contains the rest of the Proposal. Note that the estimate of hours to be spent on each phase of services is NOT to be placed in the separate envelope with the fee information, but in the outer envelope with the rest of the Proposal.

See "Consultant Selection Criteria" regarding the method the City will use to evaluate the proposals independent of the fees.

Qualifications

State the following:

- a. Name, address, telephone number of each participating firm.
- b. Names and addresses of each firm's principal officers.
- c. A description of each firm's technical capabilities and areas of expertise.
- d. A description of similar projects completed by each member firm of the team, and the name, address and telephone number of a reference person from the contracting organization who can be contacted for reference.
- e. A description of how the project will be organized and managed; who will do the work and the role various members of a multi-disciplinary consortium will play in the design process, including any sub-consultant work by a City recognized M/WBE firm.

- f. Include a list of key personnel to be assigned to the project by task and identify the project manager. In particular, indicate the qualifications of the person who will do on-site observation.
- g. Include a proposed project schedule.

Qualifications

The proposals will be evaluated by a committee using the criteria listed below in order of priority.

- a. Experience and strength of the consultant and its team as it demonstrated ability to perform the tasks required for this project.
- b. Consultant's understanding of the project and program requirements.
- c. Proven ability to administer projects within budget and program requirements.
- d. Consultant's ability for phasing and scheduling.
- e. Experience on designing/administrating projects of similar scope, specifically permeable paving applications in urban environments.
- f. Demonstrated knowledge of City of Rochester facilities and procedures.
- g. M/WBE participation within the consultant team.

The selection committee will review all Proposals without opening the separate envelopes containing the fee information. The committee will then select the engineering firm whose proposal in their judgment indicates the best opportunity for a completely successful project. After selecting a consultant based on qualifications only, the committee will open the envelope containing the fee information for that firm.

The committee may decide to recommend proceeding with the project for the fee proposed, or it may decide that negotiation of the fee is required. If fee negotiation is instituted and a resolution cannot be reached within a reasonable time, the committee reserves the right to open the fee envelope of another firm and proceed as above.

The City also reserves the right to postpone or cancel the project. The City may request to meet with consultants at any time for further clarification of the Proposal.

Questions regarding the Request for Proposal may be directed to Pamela Marcotte, Managing Architect at 585-428-7415.

AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: City Hall Green Pervious Parking Lot
PROJECT NO.: 11056
CONSULTANT NAME:
AGREEMENT NO.:
AUTHORIZING ORDINANCE NO.:

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AGREEMENT

THIS AGREEMENT, entered into on the _____ day of _____ 2012, by and between the City of Rochester, a Municipal Corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York, 14614, hereinafter referred to as the "City", and [Consultant Name] with offices located at [consultant address, including city state and zip], hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City through the Department of Environmental Services, Bureau of Architecture and Engineering desires to engage the Consultant for the purpose of providing civil engineering services for the City Hall parking lot at 30 Church Street, Rochester, New York 14614, hereinafter referred to as the "Project", and

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

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

ARTICLE I

Part 1. DESCRIPTION OF PROJECT

Section 1.101 General Description

The Consultant is to provide Civil Engineering services for the City Hall Pervious Parking Lot.

Section 1.102 Project Area Definition

The project area shall include City Hall, 30 Church Street Rochester NY; Parking Lot.

Part 2. DESCRIPTION OF PROFESSIONAL SERVICES

Section 1.201 General

The Consultant shall:

- A. Provide all Basic Services required for this Project including, but not limited to; Program Development, Schematic Design, Design Development, Contract Documents, Bidding Phase Services, Resident Project Representative Services, and Construction Administration Services.
 1. The design shall be consistent with the requirements of NYSDEC Water Quality Improvement Project ID No. xxxxx and state contract xxx.
- B. Have on its staff and retain during the performance of its services all appropriate personnel necessary to completely and accurately perform the work and services required. Where the design of civil engineering features of the work is included in the Project, such must be performed by an Architect or Engineer registered to practice in the State of New York.
- C. The Consultant agrees that, where the Project will involve the design or substantial renovation, relocation, or reconstruction of, or will involve the new construction of a building, facility, street, sidewalk, park, mall or other public area, then it will incorporate into its design, study and other work those facilities or improvements reasonably required to give handicapped persons access to and enjoyment of those facilities. Such facilities or improvements shall conform to the latest Americans with Disabilities Act - Accessibility Guidelines as developed by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board).
- D. Develop and submit to the City a detailed plan and schedule for the orderly and timely completion

of the requirements of this Agreement. The Consultant shall utilize appropriate graphics and illustrate the plan, i.e. bar charts, etc. All pertinent dates of meetings and submittals shall be subsequent to execution of this Agreement.

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

Section 1.202 Basic Services

A. Program Development

- 1. Develop with the City, the program requirements and outline in a program statement. Determine the financial and time requirements, and the scope of the project.
- 2. Investigate, analyze and measure the existing area to the extent necessary to determine the information necessary for the work of the Project. Visually inspect the physical condition of existing pertinent topographical features, including curbing and paving, and report to the City the condition thereof. Investigate various porous material options and cost shall be analyzed for life cycle and maintenance schedule with recommendations showing the various materials, comparison in a matrix chart.
- 3. Measure and verify plans and equipment locations, prepare base plans which plot planimetric, topographic, and utility details of the site.
- 4. Determine existing surface and sub-grade conditions. The Consultant shall make a recommendation to the City as to the suitability of the site for construction of the proposed project. Locate, identify, and note the physical condition of all storm, sanitary, or combined sewer laterals, catch basins, water laterals, manholes, and other similar structures within the Project area.
- 5. Prepare drawings and a summary of the existing facilities, their condition, and their effect on the Project or the Project's effect on them.
- 6. Prepare probable construction cost estimates to assist in the preparation of Project budgeting. Analyze various porous material options and costs for a life-cycle and maintenance schedule, with recommendations to be established in a matrix format.
- 7. Identify and document known accessibility, operational or structural impact to the Project

area during proposed construction.

8. Consult with the City and other necessary and appropriate government units, utilities, organizations, and persons in order to ascertain the requirements of the Project, review the program prepared by the City and make necessary revisions herein.
 - a. Evaluate program data to include, but not be limited to, meetings with City staff and public users to review, evaluate and establish their divisional space and functional needs.
 - b. Establish any building operational issues that may affect cost; i.e., security, operating hours, communication needs, etc.
9. Detail programming: Develop relationship between materials, highlighting priority in a matrix with cost. Review program areas for ingress and egress conditions and patterns. Recommending appropriate staging of the construction phases while keeping programs operational.
10. Prepare a report summarizing the various conditions, scheduling, cost estimating and organizational impact based on Section 1.202A 1-9.

B. Schematic Design

1. Upon receipt of written approval from the City, prepare two (2) schematic design(s) for review and approval by the City. The schematic drawings shall show the proposed design character and the location of major facilities and design features of the Project.
 - a. A detailed cost estimate separating labor and materials shall accompany the schematic drawings for each of the design options developed.
2. Submit the final schematic design, satisfying the City's requirements. The City shall issue a written order to proceed with the Design Development Phase upon acceptance of the final schematic design.
3. Prepare presentations to representatives of the City, as is reasonable, to satisfy the City and all other required agencies.
 - a. Formal presentations [as required]
 - b. Public presentations [as required]

C. Design Development

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

The reasons for this selection should be outlined. If after reviewing the designs, the City determines modifications must be made, revised designs incorporating the modifications shall be prepared and submitted to the City within a mutually agreed period of time
3. Provide an outline specification (titles, section numbers) for the project.
4. At the completion of the design development stage, the Consultant shall provide an itemized construction cost estimate based on information available, separating labor and materials.

5. Provide Civil design drawings which shall include all Project components and accessories, including street elevations (when applicable).
6. Provide a preliminary construction schedule showing, at minimum, target bid date and construction duration.
7. Present the City with a Design Development Report. Such report shall include approved alternatives and recommended selection of alternatives.
 - a. Submit detailed design drawings showing the general design, outline specifications, revised cost estimates, material cut sheets and material selection.
8. Prepare the necessary documentation for the local and State environmental reviews and assist in the environmental review process, in accordance with 6NYCRR, Part 617 - the State Environmental Quality Review Act (SEQR). In addition, the documentation shall also meet the requirements of the National Environmental Policy Act (NEPA) in the event that federal funds are involved and the project is subject to federal environmental review.

D. Contract Documents

1. Perform the final design and the preparation of detailed contract documents in accordance with applicable City, County, State, and Federal regulations ("codes") for all elements of work including:
 - a. Site plan showing paved areas, lighting, drainage, details, etc.
 - b. Civil Designs
 - c. Striping plan
 - d. The Contract Documents will show Two (2) phases with Two (2) sub-phases in each phase. Each phase will consist of the demolition/prep work of half of the parking lot and the reconstruction of the Driving aisles/lanes follows by the reconstruction of the Parking area/lanes. The tentative sequence will be the North half of the Parking Lot followed by the South half.
2. Provide design progress reviews with the City and other authorities as required.
3. Provide the City with a revised cost estimate for the Project based upon completed Contract Documents.
4. Prepare for approval by the City, the Contract Documents including bidding forms, the Contract Agreement, and General Conditions, using standard City Contract Conditions, project specifications and working drawings for the Project. The Bid Documents are to conform with City standards wherever applicable.
 - a. Prepare a list of all permits, licenses, reviews, and approvals required by Contract Documents.

E. Bidding Phase Services

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

F. Construction Phase Services

1. Conduct a pre-construction conference after receipt of a written request to do so from the City. Such pre-construction conference attendees shall include the Consultant, or its authorized representative, the contractor(s), authorized representatives of the City, as

well as representatives of any other public or private agencies which the City determines should be in attendance.

a. Identify for discussion and decision, at the pre-construction conference, the manner in which the construction will be administered by itself and the City, the scheduling of construction, and any other problems or questions which in the opinion of the Consultant or the City must be settled before the start of construction. The Consultant shall confer with an authorized representative of the City concerning the agenda and attendees prior to scheduling the aforesaid.

b. Observe that all necessary permits and licenses have been obtained prior to work commencement.

2. Review and approve samples, catalog data, schedules, shop drawings, laboratory, shop tests of materials and equipment, progress data and time charts, and other data which the Contractor is required to submit for conformance with the design intent of the Project.
3. Consult and advise the City of Rochester on critical "issues" while acting as the City's representative at the Project site. Issue all instructions to the Contractor and prepare routine change orders as required using AIA standard documents.
4. Review and approve, based on its on-site observations and the Contractor's applications for payment, that work has progressed to the point indicated and that, to the best of its knowledge, information, and belief, the quality of the work is in accordance with the Contract Documents, subject to the results of any subsequent tests called for in the Contract Documents.

a. Prepare weekly report of the progress of the work and the contractor's compliance with both the construction schedule and the Contract Documents.

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

G. Miscellaneous Records / Reports / Duties

1. General Record Assembly as follows:
 - a. Compile field samples, which are specified in the Contract Documents.
 - b. Make available a complete set of Contract Documents with all revisions and addenda.
 - c. Compile a complete set of approved shop drawings.
 - d. Compile a complete set of all correspondence regarding the Project.
 - e. Compile copies of all guarantees, certifications, and operation manuals for the Project.
 - f. Compile a copy of all contractual project schedules as amended.
2. Create and maintain a log of all submittals required by the Contract Documents and shall indicate the Contractor responsible for making the submission, the information required to be submitted, the dates required and the current status of the submission.
3. Prepare weekly written progress reports which include information on the progress of the Project, a summary of the work performed in the past two weeks and scheduled for the next two weeks, and each Prime Contractor's compliance with the Construction Schedule. Such weekly reports shall be transmitted to the City and other designees of the City.
4. Prepare and issue Proposal Requests (PR's), Supplementary Instructions (SI's), Requests for Information (RFI's) and Change Orders (CO's), using information gathered. Evaluate information, disseminate information and assist the City in decision making regarding CO's. Prepare appropriate change orders and monitor their status. Prepare logs to track PR's, SI's, RFI's and CO's. The log shall indicate cost estimates for each, whether approved or not.
5. Maintain a record of all Contracts, Drawings, Specifications, Addenda, Change Orders and other modifications. All documents are to be kept in good condition and marked to record all changes made during construction. These documents are to be kept current at all times.
6. Maintain a record copy of all Shop Drawings, Project Data, Samples, Submittals, applicable handbooks, specified reference data, maintenance and operating manuals and instructions, and other related documents. Submittals are to be filed by the CSI numbering system.
7. Review and file all testing reports, notifying the City immediately of any-conforming tests or any other potential problems with test results and provide recommendations for satisfactory resolution.

H. Scheduling Control

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

I. Cost Control

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

J. Safety

1. Ensure receipt of all safety programs developed by each of the Prime Contractors as required by their Contract Documents and/or law, and coordinate the safety programs for the Project.
2. If during the course of the work, the Consultant observes an infraction of safety, the Consultant will call it to the attention of the Contractor's management and required correction. The Consultant may request revisions to safety programs and corrective action plans in writing. However, the performance of this service does not, in any way, make the Consultant responsible for safety, nor does it relieve the Contractors of their sole obligation for the safety of their work and the job site and for meeting all other laws and regulations regarding safety.

K. Quality Control / Inspection

1. Perform on site observations of the work in progress for the City as a basis for determining that the project is proceeding in accordance with the Contract Documents. The Consultant shall prepare a daily Inspection Report (see General Record Assembly). Inspect each day's work, checking materials, workmanship/quality, and labor operation. Check all against the specifications, drawings, approved submittals, referenced data, etc. Reject inferior and non-compliant work, upon consultation with the City.
2. Observe such off-site operations as directed by the City.
3. Assist in obtaining building permits and special permits, excluding permits required to be obtained directly by the various contractors. Verify that the Contractors have paid applicable fees and assessments, where applicable. Assist in obtaining approvals from authorities having jurisdiction over the Project.

4. Determine, in general, that the work of each contractor is being performed in accordance with the requirements of the Contract Documents. Endeavor to guard the City against defects and deficiencies in the work. As appropriate, the Consultant shall require special inspection or testing, or make recommendations to the Project Manager regarding special inspection or testing of Work not in accordance with provisions of the Contract Documents. Subject to the review by the City, the Consultant shall reject work which does not conform to the requirements of the Contract Documents.

L. Job Site Control

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

M. Substantial Completions

1. When the Consultant considers a Prime Contractor's Work, or a designated portion thereof, substantially complete, the Consultant shall schedule with the City an inspection for the purposes of creating a list of incomplete or unsatisfactory items. On the basis of that inspection, the Consultant will compile a complete, concise punch list from the incomplete or unsatisfactory items and determine a schedule for its completion. The Consultant shall transmit this list to all parties as part of the Certificate of Substantial Completion of the Work. The Consultant shall coordinate, inspect, and monitor the satisfaction, correction, and completion of the Work.
2. With the City, observe the Contractor's checkout of utilities, operational systems and equipment for readiness and assist in their start-up and testing.
3. Assure that partial and final Certificate of Occupancy (or letter of completion) is obtained from entities having jurisdiction.

N. Project Closeout

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

O. Guarantee Period Services

1. Prepare and distribute a guarantee punch list of any items to be corrected under the

Guarantee period provisions of the construction contract(s). Such punch list is to be based upon an inspection made by the Resident Project Representatives sixty (60) days before the expiration of the construction guarantee period, unless otherwise agreed upon.

2. Throughout the guarantee period, coordinate the repair of warranty items by inspecting items, determining responsibility and following up with the appropriate contractors.

P. Resident Project Representation (RPR)

1. If requested, furnish during the construction period, a full-time Resident Project Representative, as required under the supervision of a licensed professional engineer or licensed architect of the Consultant. The qualifications of the personnel shall be subject to approval by the City.
2. Prepare a daily diary or log book, recording the hours worked on the job site, weather conditions, list of visiting officials, daily activities, decisions, manning levels by trade, observations in general, and specific observations in more detail (as in the case of observing test procedures). At the completion of the Project, the aforementioned diary or log (or certified copy) shall be delivered by the Consultant to the City.
3. Performance of observation activities as follows:
 - a. Daily on-site observations of the work in progress for the City as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - b. Observe and attend preconstruction conferences, and arrange for and attend job meetings during the construction.
 - c. Consult with the City prior to and observe all on-site tests.
 - d. Observe such off-site operations as directed by the supervising engineer or 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. Conduct, in company with the City and others designated by the City, a final inspection of the Project for conformance with the contract.
4. Performance of Liaison activities as follows:
 - a. Transmit to the contractors and the City the designer's interpretation of the Contract Documents.
 - b. Transmit to the designer of the Project all modifications to contract drawings for creations of a set of As-Built drawings.
5. Review and comment upon the following documents:
 - a. Construction schedules from each contractor.
 - b. Payment requisitions from each contractor.
6. Create and maintain the following records:
 - a. A list of all permits, licenses, reviews, and approvals required by Contract Documents.

- b. Weekly written report of the progress of the Project, a summary of the work performed in the past two weeks and scheduled for the next two weeks, and the contractor's compliance with both the construction schedule and the Contract Documents. Such weekly reports shall be transmitted to the City and other designees of the City.
 - c. Create and maintain a log of all submittals required by the Contract Documents and shall indicate the Contractor responsible for making the submission, the information required to be submitted, the dates required and the current status of the submission.
 - d. Prepare and issue PR's, Supplementary Instructions (SI's), RFI's, using information gathered. Evaluate information, disseminate information and assist the City in decision making regarding change order. Prepare appropriate CO's and monitor their status. Prepare logs to track PR's, SI's, RFI's and CO's. The log shall indicate cost estimates for each, whether approved or not.
 - e. Maintain a record of all Contracts, Drawings, Specifications, Addenda, CO's and other modifications. All documents are to be kept in good condition and marked to record all changes made during construction. These documents are to be kept current at all times.
 - f. Maintain a record copy of all Shop Drawings, Project Data, Samples, Submittals, applicable handbooks, specified reference data, maintenance and operating manuals and instructions, and other related documents. Submittals are to be filed by the CSI numbering system.
 - g. Review and file all testing reports, notifying the City immediately of any conforming tests or any other potential problems with test results and provide recommendations for satisfactory resolution.
 - h. All modifications to construction schedules for the project.
 - i. Maintain and circulate minutes of all meetings.
 - j. A final punch list identifying all items remaining incomplete at the time of substantial acceptance by the City of the Project.
 - k. A guarantee punch list identifying 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 Representatives sixty (60) construction season days before the expiration of the construction guarantee period.
7. The Consultant will review and make recommendations to the City on any claims received from contractors.
 8. The RPR is hereby authorized to stop work on all or part of the Project for up to twenty-four hours, without prior consultation with the City and for any reason which the professional judgment of the Consultant requires such stoppage. Upon issuing such stop work order, the Consultant shall immediately consult with the City to resolve the problem(s) which lead to the stop work order.
 9. Where requested, ensure that signage restrictions are enforced. He shall regularly inspect the job site to determine that appropriate and required signage is in place.
 10. Regularly inspect the maintenance and protection of traffic elements including signage, barricades, fencing, etc. to ensure that they are in place and in good condition.
 11. Enforce housekeeping procedures, as mutually established, and shall allocate space to the various prime contractors for offices, storage of materials and equipment, etc

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:
 - Expense to the Consultant caused by substantial revisions of previously approved studies, design documents, drawings or specifications, such revisions having been ordered in writing by the City.
 - Special travel.
 - Preparation of property, boundary or right-of-way surveys and preparation of plots.
 - Serving as an expert witness on behalf of the City.
 - Providing Resident Project Representative Services for the project.

Section 1.204 Reimbursable Services:

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

[List reimbursable services after a consultant is selected]

[All reimbursable shall be approved in writing]

Part 3. CITY RESPONSIBILITIES

The City shall:

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

Part 4. FEES

Section 1.401 General:

- A. The Consultant shall perform professional services for the not-to-exceed fees indicated in Schedule A, and in conjunction with the hourly rate schedule included in Appendix I of this Agreement.
- B. In no event whatsoever shall the total fee payable to the Consultant pursuant to this Agreement, including all costs and disbursements exceed [_____]
- C. The Consultant shall have the right to bill the City for services performed and not already billed on a monthly basis.
- D. The Consultant shall submit duly executed vouchers upon forms which shall be supplied by the City in order to receive payment.

Section 1.402 Fees For Basic Services:

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

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

Section 1.403 Fees for Additional Services:

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

Section 1.404 Reimbursable Expenses

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

Part 5. TERM

- A. This Agreement shall commence upon execution by the parties and shall terminate [INSERT THE TERM NOTED IN THE COUNCIL ITEM] of the Project designated herein. In the event that the Project construction is not undertaken, the Agreement shall terminate one (1) year after the completion of the Contract Documents by the Consultant and the acceptance by the City of such Contract Documents. However, no such termination shall relieve the Consultant of any outstanding duties imposed by the Agreement, including the requirement to hold the City harmless and to maintain insurance coverage insuring against losses arising out of the Project.

Part 6. TIME OF PERFORMANCE

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

Program Development – January 2012 – 31 Calendar days
 Schematic Design - February 2012 – 29 Calendar days
 Design Development – March 2012 – 31 Calendar days
 Contract Documents – April 2012 – 30 Calendar days
 Bid/Award – May–June 2012 – 60 Calendar days
 Construction Administration – July – September 2012 – 92 Calendar days

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

Part 7. AUTHORIZED AGENT

- A. The City hereby designates:

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

- B. The Consultant hereby designates:

Name:
 Title:
 Firm:
 Address:

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

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

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

Part 8. OWNERSHIP OF DOCUMENTS

All original drawings, specifications prepared by the Consultant under this agreement, upon completion of the work required herein, will become the property of the City and shall be delivered to the City's authorized agent. The Consultant may provide a complete reproducible set of drawings, specifications, survey maps and all other documents in lieu of the originals.

ARTICLE II

ARTICLE II, Part 1. Qualifications, Indemnity and Insurance

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

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

Section 2.102 Consultant's Liability

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

Section 2.103 Professional Liability Insurance

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

Section 2.104 General Liability Insurance

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

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

Section 2.105 Workers' Compensation and Disability Benefits Insurance

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

Section 2.106 Copyright or Patent Infringement

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

Section 2.107 No Individual Liability

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

ARTICLE II, Part 2. Specific Design Restrictions

Section 2.201 Environmental Policy

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

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

ARTICLE II, Part 3. Employment Practices

Section 2.301 Equal Employment Opportunity

A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Employment Opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV - Contract Compliance.

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

B. Definitions

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

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

C. Compliance

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

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

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

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

Section 2.302 The MacBride Principles

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

Section 2.303 Compliance with Labor Laws

The Consultant specifically agrees to comply with the labor law requirements of Articles 8 and 9 of the Labor Law of the State of New York, and, more specifically, with the requirements of Sections 220,

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

Section 2.304 Living Wage Requirements

A. Applicability of Living Wage Requirements

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

B. Compliance

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

C. Exemption

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

ARTICLE II, Part 4. Operations

Section 2.401 Compliance with Air and Water Acts

The Consultant and any and all subcontractors agree as follows:

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

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

C. A condition for the award of the Agreement is that prompt notice will be given to the City

of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA list of Violating Facilities.

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

Section 2.402 Political Activity Prohibited

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

Section 2.403 Lobbying Prohibited

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

Section 2.404 Anti-Kickback Rules

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

Section 2.405 Withholding of Salaries

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

Section 2.406 Discrimination Because of Certain Labor Matters

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

Section 2.407 Status as Independent Contractor

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

ARTICLE II, Part 5. Documents

Section 2.501 Patents and Copyrights

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

Section 2.502 Audit

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

Section 2.503 Content of Sub-Agreements

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

ARTICLE II, Part 6. Termination

Section 2.601 Termination for Convenience of the City

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

insuring against loss arising out of the Project.

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

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

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

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

Section 2.602 Termination for Default

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

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

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

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

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

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

ARTICLE II, Part 7. General

Section 2.701 Prohibition Against Assignment

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

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

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

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

Section 2.702 Compliance with All Laws

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

Section 2.703 Successors

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

Section 2.704 Interest of City and Consultant in Contract

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

Section 2.705 Permits, Laws and Taxes

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

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

Section 2.706 Obligations Limited to Funds Available

The parties specifically agree that the Consultant's duty to perform work under this Agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his

authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

Section 2.707 Extent of Agreement

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

Section 2.708 Law and Forum

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

Section 2.709 No Waiver

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

Section 2.710 Severability

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

Section 2.711 Debarment and Suspension

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

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

THE CITY OF ROCHESTER

(CONSULTANT)

By: _____

Thomas S. Richards – Mayor

By: _____

Federal Tax Payer Id. No

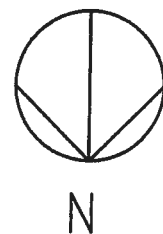
On this _____ day of _____, 2012, before me the subscriber, personally came THOMAS S. RICHARDS, known, who being by me duly sworn, did depose and say that he is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in his by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

STATE OF NEW YORK
COUNTY OF MONROE

On this _____ day of _____, 2012, 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



DRAWING:

Project Work Plan
Water Quality Improvement Projects Program
Wastewater Treatment Improvement Projects

III. Project Summary:

Green Roof

The “City Hall Green Roof” project is a modification of the roof system installed in 2010 on City Hall Building B, to upgrade the gravel roof ballast to a roof garden system (shallow depth - plants and soil) for the purpose of maximizing storm water retention on the building’s roof (approximate roof area is 12,000 square feet). The scope of work includes removing the existing gravel ballast from the roof and installing a roof garden system over the existing roof system. City Hall – Building B roof was selected for the project site, in conclusion of the structural reports prepared by our consultant structural engineer, which indicated that the Building B roof structure has the capacity to support the weight of a roof garden system. The other roofs investigated; City Hall - Building A and the infill-addition roof structures did not have the structural capacity or had only marginal capacity for adding the roof garden loads and is not recommended.

Green Parking Lot

The “City Hall Green Pervious Parking Lot” shall provide partial replacement and partial reconstruction of the current employee and customer parking lot adjacent to City Hall Building B. The proposed work scope includes pervious/porous pavement in the parking areas/lanes and heavy-duty asphalt or standard concrete pavement construction in the drive aisles. The partial porous application is due to the daily deliveries by large vehicles to City Hall, as well as staging for any construction work that occurs at the building. The project shall be phased due to the need for continuity of public use. Each phase will consist of the demolition/prep work of half of the parking lot, with reconstruction of the driving aisles/lanes followed by the reconstruction of the parking area/lanes.

Both projects incorporate environmental rehabilitation efforts at the City of Rochester’s municipal headquarters, 30 Church Street, Rochester 14614. Dedicated in 1885 and listed on the National Historic Register since 1972, Rochester City Hall is a significant cultural and historic landmark. City Hall serves 40,000 visitors as well as hundreds of marriages, events, and City functions annually.

City Hall is located less than 1/10 of a mile from the Genesee River, and also located within the Erie Canalway National Heritage Corridor. The project seeks to mitigate urban runoff to the combined storm/sewer system given the non-porous landscape (Center City) surrounding City Hall. The City of Rochester has utilized City Hall as its primary demonstration facility for environmental stewardship and sustainability.

The public has full access to City Hall and guided and self-guided tours of the building are provided; the proposed project would be incorporated into the public’s education on the building and its environmental impact. The project will further City Hall as a model of a publicly administrated and sustainable historic resource.

IV. Objectives and Tasks:

Project Objective and Tasks:

Green Roof

The objective is to reduce building cooling costs by reducing heat gain, reduce urban heat island effect, improve micro-climate and increase storm water retention. The project shall install a shallow roof garden

system (3" to 4" in depth). The weight of system is 4.8-6lb/sf per inch of system depth (20-24lb/sf). Four inches of engineered soil is capable of holding up to 1.76 inches of rain or 1.1 gallons of water per Sq. Ft. (dry soil). In typical conditions (soil with some existing water from previous rainfalls) it will hold about .8 inches of a rain fall.

Please note that the project will be bid as a lump sum Public Works Contract, making the determination of individual unit prices for the roof system components difficult to obtain or project until the apparent low bidder is awarded the project, and a Schedule of Values is provided.

Components of roofing system:

- Sedum Tiles or Mats
- Engineered soil with tiles or mats (4" total depth)
- Drainage & Moisture retention mat
- Aluminum perforated angle edging, between roof garden and walkway transitions

Tasks:

1. Design and budget: 4 weeks (by City)
2. Contract Document preparation: 8 weeks (by City)
3. Bid and Award of Project: 8 weeks (by City – note potential overlap with #4)
4. Material Lead Time and delivery: 8 weeks (by Contractor)
5. Mobilization: 2 weeks (by Contractor)
6. Remove existing gravel roof ballast: 2 weeks (by Contractor)
7. Install Roof Garden System: 8 weeks (by Contractor)
8. Demobilize/Closeout: 4 weeks (by Contractor)

Green Parking Lot

The objective is to reduce overall maintenance of the parking lot with the removal of catch basins, reduce surges to the combined storm/sewer system and to recharge the watershed. The project shall provide a demonstration for other public and private building occupants in the Center City of the cost benefit for the system. The project shall install approximately 24" of mixed stone, with a 2" porous binder and 1" top course. The tentative sequence of construction will be the North half of the parking lot followed by the South half.

Note that material prices are based on monthly rates for asphalt, which will be revised up until the scheduled construction.

Tasks:

1. Design and budget: 6 weeks (by City)
2. Purchase Requisition: 3 weeks (by City)
3. Material Lead Time and delivery: 4 weeks (by Contractor)
4. Mobilization: 2 weeks (by Contractor)
5. Remove existing asphalt and stone base – North Area: 2 weeks (by Contractor)
6. Roll sub-base – North Area: ~1 week
7. Install mixed stone – North Area: ~1 week (by Contractor)
8. Install porous asphalt binder – North Area: ~1 week (by Contractor)
9. Install porous asphalt top course – North Area: ~1 week (by Contractor)

10. Remove existing asphalt and stone base – South Area: 2 weeks (by Contractor)
11. Roll sub-base – South Area: ~1 week
12. Install mixed stone – South Area: ~1 week (by Contractor)
13. Install porous asphalt binder – South Area: ~1 week (by Contractor)
14. Install porous asphalt top course – South Area: ~1 week (by Contractor)
15. Demobilize/Closeout: 4 weeks (by Contractor)

V. Key Personnel:

The City's Bureau of Architecture and Engineering will act as project consultant and construction administrator. The Managing Architect, Pamela J. Marcotte, R.A., will supervise project design development, contract document development including project specifications to be provided to potential contractors, as well as oversee implementation of the project and adherence to municipal code. The City will continue to operate the facility providing operating support, maintenance and upkeep services, including twice annual inspections of the facility, to maintain the historic resource. The project architect for the Green Roof component of the grant is Jason VanDemark, and the project architect for the Green Parking Lot is Robert Terrell, Jr. These City employees provide a combined 35 years of municipal experience in project management and construction. Note that an outside firm specializing in porous paving applications may be solicited to assist in material specifications. The Bureau of Architecture and Engineering administers \$15-20 million dollars each year in public works contracts, general facility maintenance and planning studies.

VII. Project Schedule:

Attached